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All words and expressions defined in the composite offer and response document dated 9 June 2017 (the "Composite Document") jointly issued by China Netcom Technology Holdings Limited and 51RENPIN.COM INC. shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與中彩網通控股有限公司及51RENPIN.COM INC.於二零一七年六月九日聯合發出之綜合要約及回應文件（「綜合文件」）所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本表格之一部份。

THIS FORM FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

本表格在閣下欲接納購股權要約時使用。



## 中彩網通控股有限公司 China Netcom Technology Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 8071)

(股份代號: 8071)

### FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF THE OUTSTANDING SHARE OPTIONS OF CHINA NETCOM TECHNOLOGY HOLDINGS LIMITED 中彩網通控股有限公司 尚未行使之購股權之購股權要約接納及註銷表格

To be completed in full 每項均須填寫

The company secretary, China Netcom Technology Holdings Limited  
Unit 1006, 10th Floor, Tower One Lippo Centre, 89 Queensway, Hong Kong  
公司秘書，中彩網通控股有限公司  
香港金鐘道89號力寶中心第一座10樓1006號室

<b>FOR THE CONSIDERATION</b> stated below, the "Optionholder" named below hereby agrees to accept the Option Offer and to cancel the number of Share Options specified below subject to the terms and conditions contained herein and in the Composite Document. 下列「購股權持有人」謹此根據本表格及綜合文件中所載之條款及條件按下列代價，接納購股權要約以及註銷以下所示數目之購股權。		
Number of Share Option(s) to be cancelled (Note) 將予註銷之購股權數目(附註)	FIGURES 數目	WORDS 大寫
<b>OPTIONHOLDER</b> name and address in full 購股權持有人之全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name or company name: 姓氏或公司名稱:	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
<b>CONSIDERATION</b> 代價	HK\$0.0001 in cash for cancellation of each Share Option 註銷每份購股權現金0.0001港元	

Signed by or for and on behalf of the Optionholder in the presence of:

購股權持有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 Form of Acceptance  
提交本接納表格之日期

Note: Insert the total number of Share Options for which the Option Offer is accepted. If no number is inserted or a number in excess of your registered holding of Share Options is inserted and you have signed this Form of Option Offer Acceptance, your Form of Option Offer Acceptance in respect of the Option Offer will be considered to be incomplete and accordingly, your acceptance of the Option Offer will be invalid

附註: 請填上接納購股權要約所涉及之購股權總數。如無填寫數目或填寫之數目超過閣下登記持有之購股權，而閣下已簽署本購股權要約接納表格，則閣下有關購股權要約之購股權要約接納表格將被視為不完整，而閣下有關購股權要約之接納將因此為無效。

## THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this form 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.

The making of the Option Offer to the Overseas Holders may be affected by the laws of the relevant jurisdictions. The Overseas Holders should observe any applicable legal or regulatory requirements and obtain appropriate legal advice. It is the responsibilities of the Overseas Holders who wish to accept the Option Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith including but not limited to the obtaining of any governmental, exchange control or other consent which may be required and the compliance with other necessary formalities or regulatory or legal requirements. The Overseas Holders will also be fully responsible for the payment of any transfer or other taxes and duties payable in respect of all relevant jurisdictions. Acceptance of the Offers by the Overseas Holders will constitute a representation and warranty by such person that the relevant local laws and regulatory requirements have been fully complied with by such person, and such acceptance shall be valid and binding in accordance with all applicable law.

This form should be read in conjunction with the Composite Document.

The remittances in respect of the cash consideration payable for the Share Options will be rounded up to the nearest Hong Kong cent.

### HOW TO COMPLETE THIS FORM

Optionholders are advised to read carefully the Composite Document before deciding whether or not to accept the Option Offer. To accept the Option Offer made by BOCOM on behalf of the Offeror, you must duly complete and sign this form and forward this form, by post or by hand, marked "China Netcom Technology Holdings Limited — Option Offer" on the envelope, to the company secretary of the Company at Unit 1006, 10th Floor, Tower One Lippo Centre, 89 Queensway, Hong Kong as soon as practicable, but in any event so as to reach the company secretary of the Company by no later than 4:00 p.m. on 30 June 2017 (or such later time and/or date as the Offeror may determine and announce, in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this form.

### FORM OF OPTION OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror and BOCOM

1. My execution of this form (whether or not such form is dated) will be binding on my successors and assignees, and will constitute:
  - (a) my irrevocable acceptance of the Option Offer made by BOCOM on behalf of the Offeror and contained in the Composite Document for the consideration and on and subject to the terms therein and herein mentioned, in respect of the number of Share Options specified in this form or, (i) if no number is specified or, the total number of Share Options specified is greater than the number of Share Options tendered, as supported by the certificate(s) and/or any other documents of title, I am deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of the Share Options, tendered by me, as supported by the certificate(s) of Share Option(s) and/or any other documents of title; and (ii) if the number specified in this form is smaller than the number of Share Options tendered, as supported by the certificate(s) of Share Option(s) and/or any other documents of title, I am deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of the Share Options specified in this form;
  - (b) my irrevocable instruction and authority to each of the Offeror and/or BOCOM or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my favour for the cash consideration to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my risk to the person and the address stated below or, if no name and address is stated below, to me at the registered address shown in the register of Optionholders as soon as possible but in any event within seven (7) Business Days of (i) the date of receipt by the company secretary of the Company of all the relevant documents to render the acceptance under the Option Offer complete and valid; or (ii) the date on which the Offers become or are declared unconditional in all respects, whichever is the later.

*(Insert name and address of the person to whom the cheque is to be sent if different from the registered Optionholder)*

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

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

- (c) my irrevocable instruction and authority to each of the Offeror and/or BOCOM and/or such person or persons as any of them may direct to complete and execute any document on my behalf in connection with my acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling my Share Option(s) tendered for acceptance of the Option Offer;
  - (d) my 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 cancel my/our Share Option(s) tendered for acceptance under the Option Offer to the Offeror or such person or persons as it may be together with all rights attaching thereto with effect on or after the date of the Composite Document;
  - (e) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or BOCOM 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;
  - (f) my irrevocable instruction and authority to the Offeror and/or BOCOM or their respective agent(s) to collect from the company secretary of the Company on my/our behalf the certificate(s) of the Share Option(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me, and to deliver the same to the company secretary of the Company and to authorise and instruct the company secretary of the Company to hold such the certificate(s) of the Share Option(s) and/or any other documents of title subject to the terms and conditions of the Option Offer as if it/they were the certificate(s) of the Share Option(s) and/or any other documents of title delivered to the company secretary of the Company together with this form; and
  - (g) my appointment of the Offeror and/or BOCOM as my/our attorney in respect of all the Share Option(s) to which this form relates, such power of attorney to take effect from the date and time on which the Option Offer is made and thereafter be irrevocable.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a representation and warranty by me to the Offeror and BOCOM that (i) the Share Option(s) specified in this form will be free from all liens, charges, encumbrances rights of pre-emption and any other third party rights of any nature and together with all rights attached to them on or after the date of despatch of the Composite Document; and (ii) I have not taken or omitted to take any action which will or may result in the Offeror, BOCOM or any other person acting on its/their behalf in breach of the legal or regulatory requirements of any territory in connection with the Option Offer or its/their acceptance thereof, and am permitted under all applicable laws to receive and accept the Option 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 acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I authorise and request you to return to me my relevant certificate(s) of Share Option(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) above or, if no name and address is stated, to me at the registered address shown in the register of Optionholders.
  4. I enclose the relevant certificate(s) of Share Option(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my holding of Share Option(s) which are to be cancelled on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any form(s) of option offer acceptance, certificate(s) of Share Option(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
  5. I warrant and represent to you that I am the registered Optionholder(s) of the number of Share Options specified in this form and I have the full right, power and authority to accept the Option Offer.
  6. I warrant to the Offeror and the Company that I have satisfied the laws of the jurisdiction where my address is stated in the register of Optionholders in connection with my acceptance of the Option Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
  7. I warrant to the Offeror and the Company that I shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of Optionholders in connection with my/our acceptance of the Option Offer.
  8. I acknowledge that, save as expressly provided in the Composite Document and this form, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
  9. I understand that no acknowledgement of cancellation of any Share Options will be given.

本表格乃重要文件，請閣下即時處理。

閣下如對本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。

向海外持有人提出購股權要約可能會受有關司法權區之法例影響。海外持有人應遵守任何適用法律或監管規定及尋求適當法律意見。海外持有人如欲接納購股權要約，須自行負責就此全面遵守相關司法權區之法例及規例(包括但不限於取得任何可能規定之政府、外匯管制或其他同意，及遵守其他必要手續及監管或法律規定)。海外持有人亦須全面負責支付所有有關司法權區任何應付過戶費或其他稅項及徵費。海外持有人接納要約將構成該名人士作出之聲明及保證，表示已全面遵守有關地方法律及監管規定，而根據所有適用法例，該接納為有效及具約束力。

本表格應與綜合文件一併閱讀。

購股權應付之現金代價之付款將取捨至最接近的完整港金金額。

#### 如何填寫本表格

購股權持有人決定是否接納購股權要約前，務請細閱綜合文件。閣下如欲接納由交銀代表要約人提出之購股權要約，必須填妥及簽署本表格，於實際可行情況下盡快以郵寄或專人送交本公司之公司秘書(地址為香港金鐘道89號力寶中心第一座10樓1006號室)，信封面須註明「中彩網通控股有限公司一購股權要約」，惟無論如何必須於二零一七年六月三十日下午四時正(或要約人根據收購守則可能釐定及公佈之該等較後時間及/或日期)前送達。綜合文件附錄一所載之條文納入本表格並構成其中部分。

#### 有關購股權要約之購股權要約接納表格

致：要約人及交銀

1. 本人一經簽署本表格(不論該表格是否已註明日期)，本人之承繼人及受讓人將受此約束，並表示：

(a) 本人不可撤回地接納由交銀代表要約人提出並於綜合文件載列之購股權要約，按照及受制於綜合文件及本表格所載代價及條款，就本表格指定之購股權數目或(i)倘並無指定數目或倘指定之購股權總數大於所提交購股權數目(以購股權證書及/或任何其他所有權文件證明)，則本人將被視為就相等於本人所提交數目之購股權(以購股權證書及/或任何其他所有權文件證明)接納購股權要約；及(ii)倘本表格指定之數目少於所提交購股權數目(以購股權證書及/或任何其他所有權文件證明)，則本人將被視為就相等於本表格所指定數目之購股權接納購股權要約；

(b) 本人不可撤回地指示及授權要約人及/或交銀或彼等各自之代理，各自就本人根據購股權要約之條款有權獲得之現金代價，以「不得轉讓—只准入抬頭人賬戶」方式向本人開出劃線支票，然後盡快惟無論如何於(i)本公司之公司秘書接獲所有相關文件致使購股權要約項下之接納為完整及有效之日或(ii)要約於所有方面成為或被宣佈為無條件之日兩者之較後日期起計七(7)個營業日內，按以下地址以平郵方式寄予以下人士，或如無於下欄填上姓名及地址，則按購股權持有人名冊所示之登記地址寄予本人，郵誤風險概由本人承擔。

(倘收取支票之人士並非登記購股權持有人，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫) \_\_\_\_\_

地址：(請用正楷填寫) \_\_\_\_\_

(c) 本人不可撤回地指示及授權要約人及/或交銀及/或彼等任何一方可能指定之有關人士，各自代表本人填妥及簽署任何有關本人接納購股權要約之文件，以及辦理任何其他必需或權宜之手續，以註銷本人提交接納購股權要約之購股權；

(d) 本人承諾於必需或合宜時簽署有關其他文件及經進一步確認後進行有關行動及事宜，以註銷本人就接納購股權要約提交予要約人或其可能指定之有關人士之購股權連同於綜合文件日期或之後生效之所有附帶權利；

(e) 本人同意追認要約人及/或交銀及/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行使本表格所載任何權利時可能作出或生效之各種行動或事宜；

(f) 本人不可撤回地指示及授權要約人及/或交銀或彼等各自之代理，代表本人向本公司之公司秘書領取經本人正式簽署之購股權證書及/或其他所有權文件(及/或令人信納或就此所需之彌償保證)，並將有關購股權證書及/或其他所有權文件送交本公司之公司秘書，且授權及指示本公司之公司秘書根據購股權要約之條款及條件持有該等購股權證書及/或其他所有權文件，猶如該(等)購股權證書及/或其他所有權文件已連同本表格一併送交本公司之公司秘書；及

(g) 本人委任要約人及/或交銀為本人就本表格有關之全部股權之委任代理人，該授權於提出購股權要約日期及時間起生效，且隨後不得撤回。

2. 本人明白本人接納購股權要約，將被視為構成本人向要約人及交銀聲明及保證(i)本表格所註明購股權不附帶一切留置權、押記、購股權、產權負擔、優先購買權及任何性質之其他第三方權利，並連同於綜合文件寄發日期及其後所產生或附帶之一切權利；及(ii)本人並無採取或不採取任何行動而將或可能致使要約人、交銀或以其利益行動之任何其他人士違反任何地區與購股權要約或其接納有關之法律或監管規定，且本人根據所有適用法例獲准接獲及接納購股權要約(及其任何修訂)，而根據所有適用法例，該接納為有效及具有約束力。

3. 倘按購股權要約之條款本人之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人授權並懇請閣下將本人之有關購股權證書及/或其他所有權文件(及/或令人信納或就此所需之彌償保證)連同已正式註銷之本表格以平郵方式一併寄予上文1(b)所列之人士及地址，或如未有列明姓名及地址，則按購股權持有人名冊所示登記地址寄予本人，郵誤風險概由本人承擔。

4. 本人茲附上本人持有之全部或部分購股權之相關購股權證書及/或其他所有權文件(及/或令人信納或就此所需之任何彌償保證)按購股權要約之條款及條件註銷有關購股權。本人明白任何交回之購股權要約接納表格、購股權證書及/或其他所有權文件(及/或令人信納或就此所需之彌償保證)概不獲發收據。本人亦了解所有文件將以平郵方式寄發且一切郵誤風險概由本人自行承擔。

5. 本人向閣下保證及聲明，本人為本表格所註明購股權數目之登記購股權持有人，而本人有十足權利、權力及授權接納購股權要約。

6. 本人向要約人及本公司保證，本人已遵守在購股權持有人名冊上列示本人地址所在司法權區關於本人接納購股權要約方面之法例，包括獲得任何所需之政府、外匯管制或其他方面之同意及任何註冊或存檔，及辦理一切必須手續或遵守法律規定。

7. 本人向要約人及本公司保證，本人須就支付在購股權持有人名冊上載列本人地址所在司法權區關於本人接納購股權要約方面應付之任何轉讓稅或其他稅項或徵稅承擔全部責任。

8. 本人知悉，除綜合文件及本表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

9. 本人明白將不會作出有關註銷任何購股權之確認。

## PERSONAL DATA

### Personal Information Collection Statement

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

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

#### 2. Purposes

The personal data which you provide on this form 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 and the Composite Document;
- cancelling the Share Option(s) in your name;
- maintaining or updating the relevant register of Optionholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as the financial advisers;
- compiling statistical information and the profiles of Optionholders;
- establishing benefit entitlements of the Optionholders;
- 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, BOCOM or the Company; and

#### 3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or BOCOM and/or the Company 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, BOCOM, any of their agents and the Company;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or BOCOM and/or the Company, 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or BOCOM and/or the Company 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 and/or BOCOM and/or the Company hold(s) 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 BOCOM and/or the Company 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, BOCOM or the Company (as the case may be).

**BY SIGNING THIS FORM, 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要約人、交銀及本公司以及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」)之政策及慣例。

#### 1. 收集閣下個人資料之原因

如就閣下之購股權接納購股權要約，閣下須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據購股權要約應得之代價。

#### 2. 用途

閣下於本表格提供之個人資料可用作、持有及／或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實或遵循本表格及綜合文件所載條款及申請手續；
- 註銷以閣下名義登記之購股權；
- 保存或更新有關購股權持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及／或其代理(例如財務顧問)發佈通訊；
- 編製統計資料及購股權持有人資料；
- 確立購股權持有人之獲益權利；
- 披露有關資料以便進行權益申索；
- 遵照法例、規則或規例規定(不論法定或其他規定)作出披露；
- 有關要約人、交銀或本公司業務之任何其他用途；及

- 有關上文所述任何其他附帶或關連用途及／或使要約人、交銀及／或本公司之公司秘書得以履行彼等對購股權持有人及／或監管人之責任及購股權持有人可能不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本表格提供之個人資料將會保密，惟要約人及／或交銀及／或本公司為達致上述或有關任何上述用途，可能作出必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(不論在香港境內或香港境外地區)該等個人資料：

- 要約人、交銀、其任何代理及本公司；
- 為要約人及／或交銀及／或本公司之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他個人或機構，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
- 要約人及／或交銀及／或本公司於有關情況下認為必需或適當之任何其他人士或機構。

#### 4. 查閱及更正個人資料

根據該條例之規定，閣下可確認要約人及／或交銀及／或本公司是否持有閣下之個人資料，索取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及／或交銀及／或本公司可就查閱任何資料之請求收取合理之手續費。查閱資料或更正資料或索取有關政策及慣例及所持資料類別之資料之所有請求，須提交予要約人、交銀或本公司(視情況而定)。

閣下一經簽署本表格即表示同意上述所有條款。