

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 and Transfer, 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 and Transfer. 香港交易及結算有限公司、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及轉讓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，並明確表示概不就因本接納及轉讓表格全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance and Transfer shall bear the same meanings as those defined in the composite document dated 15 September 2010 issued jointly by Star Advance International Limited and Morning Star Resources Limited (the "Composite Document"). 除文義另有規定外，本接納及轉讓表格所用詞彙與Star Advance International Limited及星晨集團有限公司於二零一零年九月十五日聯合發佈之綜合文件(「綜合文件」)所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.
閣下如欲接納股份要約，請使用本接納及轉讓表格。



星晨集團有限公司*
Morning Star Resources Limited

(Incorporated in the Cayman Islands with limited liability)
(Stock code: 542)
(於開曼群島註冊成立之有限公司)
(股份代號：542)

**FORM OF ACCEPTANCE AND TRANSFER
OF SHARE(S) OF HK\$0.20 EACH IN THE ISSUED SHARE CAPITAL OF
MORNING STAR RESOURCES LIMITED**

星晨集團有限公司
已發行股本中每股面值0.20港元之股份
之接納及轉讓表格

To be completed in all respects 每項均須填寫

Registrar: Tricor Tengis Limited
26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong.
股份過戶登記處：卓佳登捷時有限公司
香港灣仔皇后大道東28號金鐘匯中心26樓

Insert the total number of Shares for which the Share Offer is accepted.
請填寫接納股份要約之股份總數。

<p>FOR THE CONSIDERATION stated below the "Shareholder(s)" named below does/do hereby transfer(s) to the "Transferee" named below the ordinary share(s) of HK\$0.20 each in the issued share capital of Morning Star Resources Limited ("Share(s)") held by the Shareholder(s) specified below upon and subject to the terms and conditions contained herein and in the Composite Document, and the Transferee hereby agrees to accept and hold the Share(s) subject to such terms and conditions. 下述「股東」謹此根據本接納及轉讓表格及綜合文件中所載之條款及條件及在有關條款及條件規限下按下列代價，向下述「承讓人」轉讓以下註明其所持有星晨集團有限公司已發行股本中每股面值0.20港元之普通股份(「股份」)，而承讓人謹此同意在上述條款及條件規限下接納及持有股份。</p>		
Number of Shares to be transferred 將予轉讓之股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) Shareholder(s) name(s) and address in full 轉讓人 股東全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Other name(s) 其他名字
	Registered address 登記地址	
	Telephone number 電話號碼	
CONSIDERATION 代價	HK\$0.20 in cash for each Share 每股股份為現金0.20港元	
TRANSFEEE 承讓人	Name 名稱 : Star Advance International Limited Correspondence address 通訊地址 : 44/F., Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong 香港皇后大道中15號置地廣場公爵大廈44樓 Occupation 職業 : Corporation 公司	

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 地址

Occupation 職業

Signature(s) of Transferor(s)
轉讓人簽署

Date of submission of this Form of Acceptance and Transfer
提交本接納及轉讓表格之日期

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

The signing Shareholder(s) hereby acknowledge(s) that the Share Offer is conditional upon the terms and conditions as set out in the Composite Document, and that the signing and submission of this Form of Acceptance and Transfer by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.
署名股東茲確認股份要約以綜合文件所載條款及條件為條件，且由署名股東簽署及呈交接納及轉讓表格並不另據此進行之股份轉讓生效。據此進行之股份轉讓須於下文所述轉讓日期由受讓人簽署。

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：
Signature of Witness 見證人簽署

Name of Witness 見證人姓名

Address 地址

Occupation 職業

Date of transfer 轉讓日期

For and on behalf of 代表
Star Advance International Limited

Signature(s) of Transferee
承讓人簽署

* For identification purposes only 僅供識別

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

If you are in any doubt as to any aspect of this Form of Acceptance and Transfer or as to the action to be taken, you should consult a licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Shares, you should at once hand this Form of Acceptance and Transfer and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank or 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).

The making of the Share Offer by Kingston Securities, on behalf of the Offeror to Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. The Overseas Shareholders should inform themselves about and observe any applicable legal and regulatory requirements. It is the responsibility of each Overseas Shareholder wishing to accept the Share Offer to satisfy himself or herself or itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities or legal requirements. Any such Overseas Shareholder will be responsible for any such issue, transfer or other taxes by whomsoever payable and the Offeror, the Company, Kingston Securities, Kingston Corporate Finance, Ample Capital and any person acting on their behalf shall be entitled to be fully indemnified and held harmless by such Overseas Shareholder for any such issue, transfer or other taxes as such person may be required to pay. Acceptances of the Share Offer by any such person will constitute a warranty by such person that such person has observed and is permitted under all applicable laws and regulations to receive and accept the Share Offer and any revision thereof, and that he/she/it has obtained any requisite governmental, exchange control or other consents, complied with all other necessary formalities or legal requirements and paid any issue, transfer or other taxes or other required payments due from him/her/it in connection with such acceptance in any territory, and that he/she/it has not taken or omitted to take any action which will or may result in the Offeror, the Company, Kingston Securities, Kingston Corporate Finance, Ample Capital or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer and/or his/her/its acceptance thereof, and such acceptance shall be valid and binding in accordance with all applicable laws regulations.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

The Share Offer is conditional. Shareholders are advised to read the Composite Document before completing this Form of Acceptance and Transfer. To accept the Share Offer made by **Kingston Securities on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.20 per Share**, you should complete and sign this Form of Acceptance and Transfer 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 satisfactory indemnity or indemnities in respect thereof), for not less than the number of Shares in respect of which you intend to accept the Share Offer, by post or by hand, in an envelope marked **"Morning Star Resources Limited – Share Offer" to the Registrar at 26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar not later than 4:00 p.m. on 6 October 2010 or such later time and/or date as the Offeror shall determine and announce with the consent of the Executive.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance and Transfer.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: **The Offeror and Kingston Securities**

1. My/Our execution of this Form of Acceptance and Transfer overleaf shall be binding on my/our successors and assigns, and shall constitute:

- (a) my/our acceptance of the Share Offer made by Kingston Securities 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 the Form of Acceptance and Transfer or, if no such number is specified, or a greater number of Shares is specified than those I/we am/are registered as the holder(s), in respect of all such Shares as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities and/or any of 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 surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities 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) on and subject to the terms and conditions of the Share Offer, as if it was/they were share certificate(s) delivered to them together with this Form of Acceptance and Transfer;
- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities and/or any of 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 under the terms of the Share Offer (less seller's ad valorem stamp duty payable by me/us), by ordinary post at my/our own 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 Shareholders) at the registered address shown in the register of members of the Company;

(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)

Name: (in BLOCK CAPITALS) _____

Address: _____

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities 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 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 Form of Acceptance and Transfer in accordance with the provisions of that Ordinance;
 - (e) my/our instruction and authority to each of the Offeror and/or Kingston Securities 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 Share Offer including, without limitation, to insert a date in the Form of Acceptance and Transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in the Form of Acceptance and Transfer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Shares tendered for acceptance under the Share Offer;
 - (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 Shares tendered for acceptance of the Share Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching to them as at the date of the Composite Document or subsequently be coming attached to them, including the right to receive all dividends and other distributions, if any, declared, made or paid by the Company on or after the date of the Composite Document ; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Kingston Securities or any of their agent(s) or such person or persons as any of them may direct on the exercise for 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 and Kingston Securities that the Shares to be acquired under the Share Offer are sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching to them as at the date of the Composite Document or subsequently be coming attached to them, including the right to receive all dividends and other distributions, if any, declared, made or paid by the Company on or after the date of the Composite Document.
3. I/We warrant that I/we are the registered holder(s) of the number of Shares specified in this Form of Acceptance and Transfer 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.
4. In the event the Share Offer lapses or 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 requested in respect thereof), together with this Form of Acceptance and Transfer duly cancelled, by ordinary post at my/our own risk to the person named 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 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 and/or Kingston Securities 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).*
5. I/We warrant to the Offeror and the Company that I/we have satisfied myself as to the full observance of the laws and regulations of the relevant territory where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consent which may be required or the compliance with other necessary formalities or legal requirements.
6. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes due in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.
7. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof) for the whole/part of my/our holding of Shares which is/are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement or receipt of any Form of Acceptance and Transfer, share certificate(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.
8. I/We acknowledge that my/our Shares transferred to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee.
9. I/We acknowledge that, save as expressly provided in the Composite Document and in this Form of Acceptance and Transfer, all the acceptances, instructions, authorisations and undertakings hereby given shall be unconditional and irrevocable.

本接納及轉讓表格乃重要文件，請即處理。

如閣下對本接納及轉讓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交易商、證券註冊機構、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所有名下之股份，應立即將本接納及轉讓表格連同隨附綜合文件送交買主或承讓人，或經手買賣或轉讓之銀行或持牌證券交易商或註冊證券商或其他代理，以便轉交買主或承讓人。

金利豐證券代表要約人向海外股東提出股份要約或會受有關司法權區的法律禁止或影響。海外股東應自行瞭解並遵守任何適用法律及法規的規定。任何有意接納股份要約之各海外股東，均有責任完全遵守有關司法權區就有關方面之法律及法規，包括取得任何所需之政府、外匯管制或其他方面之同意，或辦理其他必要手續或遵守法律規定。任何有關海外股東將須就任何有關發行費、轉讓費或彼應付之其他稅項負責，而要約人、本公司、金利豐證券、金利豐財務顧問、豐盛融資及任何代其行事之人士均有權獲悉數賠償及毋須就該等海外股東可能須付之任何上述發行費、轉讓費或其他稅項承擔任何責任。任何有關人士接納股份要約，即構成該名人士保證其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，而彼已取得任何所需之政府、外匯管制或其他方面之同意，辦理所有其他必要手續或遵守法律規定，並已支付彼應付有關於任何地區接納而需支付之任何發行費、轉讓費或其他稅項或其他所需款項，而彼並無採取或遺漏採取任何將會或可能導致要約人、本公司、金利豐證券、金利豐財務顧問、豐盛融資或任何其他人士就有關股份要約及／或其要約接納違反任何司法權區之法律或法規之規定的行動，而有關接納將根據一切適用法律法規屬有效及具約束力。

如何填寫本接納及轉讓表格

股份要約為有條件。股東務請先閱讀綜合文件後始填寫本接納及轉讓表格。如欲接納金利豐證券代表要約人以現金每股股份0.20港元價格之股份要約收購閣下所持股份，閣下應填妥及簽署背頁之接納及轉讓表格，並連同不少於閣下意欲接納股份要約之股份數目之有關股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需之任何獲信納彌償保證），放入信封面註明「星農集團有限公司－股份要約」的信封，盡快郵寄或交回股份過戶登記處，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，惟無論如何不得遲於二零一零年十月六日下午四時正（或要約人可能決定及公佈並獲執行理事同意之該較後時間及／或日期）送達股份過戶登記處。綜合文件附錄一之條文納入本接納及轉讓表格其中部分。

股份要約之接納及轉讓表格

致：要約人及金利豐證券

1. 本人／吾等一經簽署背頁之接納及轉讓表格，本人／吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人／吾等就接納及轉讓表格上所註明之股份數目如未有填上股份數目或填上之股份數目超過該等本人／吾等以登記持有人名義持有之股份數目，則就本人／吾等名下登記持有之全部股份，按及受制於綜合文件及本接納及轉讓表格所載代價及條款和條件，接納由金利豐證券代表要約人提出之股份要約；
- (b) 本人／吾等不可撤回地指示及授權要約人及／或金利豐證券及／或其各自之代理，各自代表本人／吾等根據及於向過戶登記處交付夾附的過戶收據及／或已由本人／吾等正式簽署的其他所有權文件（如有）（及／或就此提供的獲信納彌償保證）後向貴公司或股份過戶登記處收集將發行予本人／吾等之股份有關之股票及向股份過戶登記處交付該等股票，此外授權及指示股份過戶登記處及在股份要約之條款及條件規限下持有該等股票，猶如該（等）股票乃連同本接納及轉讓表格交付予彼等；
- (c) 本人／吾等不可撤回地指示及授權要約人及／或金利豐證券及／或彼等各自之代理，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／吾等應付之所有賣方從價印花稅），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，然後按以下地址以平郵方式寄予以下人士，或如無填上姓名及地址，則按貴公司之名冊所示登記地址，寄予本人或吾等當中所名列首位者（如屬聯名登記股東），惟郵誤風險概由本人／吾等自行承擔；

（附註：如收取支票之人士並非登記股東或名列首位之聯名登記股東，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： _____

- (d) 本人／吾等不可撤回地指示及授權要約人及／或金利豐證券或任何其他可能就此目的指定之人士，各自代表本人／吾等以根據股份要約出售股份賣方之身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在本接納及轉讓表格背書證明；
- (e) 本人／吾等指示及授權要約人及／或金利豐證券或任何其他可能指定之人士，各自代表本人／吾等填妥、修改及簽署與本人／吾等接納股份要約有關之任何文件，包括但不限於在接納及轉讓表格填上日期，或如本人／吾等或任何其他人士已填上日期，則刪去該日期，然後填上另一日期，並填上、刪去、修改或替換接納及轉讓表格上之承讓人，以及辦理任何其他必需或適當之手續，將本人／吾等根據股份要約交出以供接納之股份轉歸要約人或其可能指定之人士所有；
- (f) 本人／吾等承諾於必需或適當時簽署其他文件及辦理其他手續及事項，以確保就提交接納股份要約轉讓予要約人或其可能指定人士之股份不附有一切任何性質之第三方權利、留置權、抵押、衡平權、不利權益及產權負擔，並享有該等股份於綜合文件日期或其後所附帶一切權利，包括收取貴公司於綜合文件日期或之後所宣派、作出或派付之所有股息及其他分派（如有）之權利；及
- (g) 本人／吾等同意追認要約人或金利豐證券或其任何代理或可能指定之人士，各自行使本接納及轉讓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／吾等接納股份要約，將被視為表示本人／吾等向要約人以及金利豐證券保證根據股份要約出售之本人／吾等所持有股份不附有一切任何性質之第三方權利、留置權、抵押、衡平權、不利權益及產權負擔，並享有該等股份於綜合文件日期或其後所附帶一切權利，包括收取貴公司於綜合文件日期或之後所宣派、作出或派付之所有股息及其他分派（如有）之權利。

3. 本人／吾等保證本人／吾等為本接納及轉讓表格所列股份數目之登記持有人，而本人／吾等擁有一切權利、權力及授權，以透過接納股份要約之方式出售及轉交本人／吾等之所有權及擁有權予要約人。

4. 倘股份要約失效或根據股份要約之條款，本人／吾等之接納無效，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／吾等之股票及／或過戶收據及／或任何其他所有權文件（及／或就此提供之任何獲信納之彌償保證），連同已正式註銷之本接納及轉讓表格一併寄回上述第1(c)段所指人士或，如無填上姓名及地址，則按貴公司名冊所示登記地址以平郵方式寄回本人或吾等當中所名列首位者（如屬聯名登記股東），惟郵誤風險概由本人／吾等自行承擔。

附註：倘閣下於接受股份要約後交回過戶收據，而同時要約人及／或金利豐證券或其任何代理已代表閣下向貴公司或股份過戶登記處領取有關股票，則閣下將獲退還股票而非過戶收據。

5. 本人／吾等向要約人及貴公司保證，本人／吾等已就本人／吾等接納股份要約全面遵守本人／吾等於貴公司股東名冊所列地址所在之有關司法權區之法律及監管規定，包括取得任何所需之政府、外匯管制或其他方面之同意，或辦理其他必要手續或遵守法律規定。

6. 本人／吾等向要約人及貴公司保證，本人／吾等將負責支付本人／吾等於貴公司股東名冊所列地址所在之司法權區之所有應付轉讓費用或其他稅項。

7. 本人／吾等茲附上本人／吾等所持全部／部分股份之有關股票及／或過戶收據及／或任何其他所有權文件（及／或就此提供之任何獲信納之彌償保證），由閣下依照及根據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接納及轉讓表格、股票及／或任何其他所有權文件（及／或就此提供之任何獲信納之彌償保證）獲發收據。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。

8. 本人／吾等確認以接納股份要約方式轉讓予要約人之本人／吾等之股份將以要約人或其代理人名義登記。

9. 本人／吾等明白，除綜合文件及本接納及轉讓表格明文規定外，在此作出之所有接納、指示、授權及承諾均為無條件及不得撤回。

PERSONAL DATA

Personal Information Collection Statements

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”) came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, the Registrar and in relation to personal data and 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 is expected that you inform the Offeror and/or Kingston Securities and/or the Registrar immediately of any changes or inaccuracies in the data provided.

2. Purposes

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

- processing of your acceptance and verification or compliance with the terms and acceptance procedures set out in this Form of Acceptance and Transfer and/or the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the register of members of the Company;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial advisers and the Registrar;
- compiling statistical code information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Company and

the Registrar to discharge their obligations to the Shareholders, and other purpose to which the Shareholders may from time to time agree.

3. Transfer of personal data

The personal data provided in this Form of Acceptance and Transfer will be kept confidential but the Offeror and 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, its subsidiaries and/or agent(s), such as its financial advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Registrar, in connection with the operation of its business;
- 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; and
- any other persons whom the Offeror or the Registrar considers 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 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 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 Company secretary of the Offeror 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

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關於約人及股份過戶登記處有關個人資料及該條例之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之股份接納股份要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。倘所提供資料出現任何改動或不確之處，務請立即通知要約人及/或金利豐證券及/或股份過戶登記處。

2. 用途

閣下於本接納及轉讓表格提供之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：

- 處理閣下之接納及核實或遵循本接納及轉讓表格及/或綜合文件載列之條款及接納手續；
- 登記以閣下名義轉讓股份；
- 保存或更新貴公司股東之登記冊；
- 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/或其附屬公司或代理(例如財務顧問及股份過戶登記處)收取通信；
- 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；
- 有關要約人業務或股份過戶登記處之任何其他用途；及
- 有關上文所述及/或使貴公司及股份過戶登記處可向

股東履行其應盡之責任之任何其他相關或關聯用途，及股東不時同意之其他用途。

3. 轉交個人資料

本接納及轉讓表格提供之個人資料將作為機密資料妥當保存，惟要約人及股份過戶登記處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，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、其附屬公司及/或代理(例如其財務顧問及股份過戶登記處)；
- 為股份過戶登記處就業務經營提供行政、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。

4. 存取及更正個人資料

根據該條例之規定，閣下可確認要約人或股份過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例，要約人及股份過戶登記處可就獲取任何資料之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以及所持資料類別之所有要求，須提交要約人公司秘書或股份過戶登記處(視情況而定)。

閣下一經簽署本接納及轉讓表格即表示同意上述所有條款。