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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之內容概不負責,對其準確性或完整性亦不發表任何聲明, 並明確表示,概不對因本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之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this form bear the same meanings as defined in the offer document dated 2 May 2017 (the "Offer Document") issued by All Offices the Context Officialises, termines, termines, termines, termines and the same meaning as defined in the context of th

FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.

閣下如欲接納要約,請使用接納表格。

# **CENERIC (HOLDINGS) LIMITED**

# 新嶺域(集團)有限公司

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立之有限公司)

(stock code: 542) (股份代號:542)

# FORM OF ACCEPTANCE AND TRANSFER

# OF ORDINARY SHARE(S) OF HK\$0.01 EACH (THE "SHARE(S)") IN THE ISSUED SHARE CAPITAL OF CENERIC (HOLDINGS) LIMITED

新嶺域(集團)有限公司已發行股本中每股面值港幣0.01元 普通股(「股份」)之接納及過戶表格

To be completed in full except the section marked "Do not complete" 除註明「請勿填寫本欄」一節外每項均須填寫

Share registrar and transfer office: Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong 股份過戶登記處:卓佳登捷時有限公司 香港皇后大道東183號合和中心22樓

Signed by or on behalf of the Transferor(s) in the presence of:

FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Offer Document.
下述「轉讓人」謹此按下列代價,根據本表格及要約文件載列之條款及條件,向下述「承讓人」轉讓以下註明轉讓人持有每股面值港幣0.01元之股份。

You must insert the total number of Share(s) for which the Offer is accepted. (note)

閣下必須填上接納要約之股份總數。(附註)

Number of Shares to be transferred 將予轉讓之股份數目	FIGURES 數字		WORDS 大寫		
Share certificate number(s) 股票號碼					
TRANSFEROR(S) name(s) and address in full	Surname(s) or company 姓氏或公司名稱	name(s)	Forename(s) 名字		
轉讓人全名及詳細地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Registered address 登記地址				
			Telephone number 電話號碼		
CONSIDERATION 代價	HK\$0.178 in cash for each Share 毎股股份現金港幣0.178元				
TRANSFEREE 承譲人	Name: 名稱:	All Great International Holdings Limited 富偉國際痊股有限公司			
	Correspondence address: 通訊地址: Occupation職業:	address: Unit 3103, 31st Floor, Tower Two Lippo Centre, 89 Queensway, Hong Kong 香港金鐘道89號力寶中心二座31樓3103室 業: Corporation 法團			

Signature of witness 見證人簽署			
Name of witness 見證人姓名			ALL JOIN REGISTERE
Address of witness 見離人地址	Signature(s) of the Transferor(s)/Company chop (if applicable) 轉讓人簽署/公司印鑑(如適用)	ole) 📛	HOLDERS MUS SIGN HER 所有聯名登言 持有人均須加 本欄簽訂
Occupation of witness 見證人職業	Date of submission of this Form of Acceptance 提交本接納表格之日期		
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人士見證下簽署:	For and on behalf of 代表		
Signature of witness 見證人簽署	All Great International Holdings Limited 富偉國際控股有限公司		
Name of witness 見證人姓名			
Address of witness 見籬人地址			
Occupation of witness 見證人職業			
Date 日期			
SIGNED by the Transferee to this transfer, this day of 2017 由轉讓之承讓人於二零一七年 簽署	承 讓 人 或 其 正 式 授 權 代 理 答 署		

Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater or smaller than your registered holding of Share(s) or those physical Share(s) tendered for acceptance of the Offer and you have signed this Form of Acceptance, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time and date for acceptance of the Offer.

高瑞 上接狗要約所涉及之股份總數 - 倘並無填寫數目或倘所填寫之數目大或少於以 關下名義營配得有之股份或就接納要約所交回之股份數目,而 關下已簽署本接納表格,則本接納表格將退回 關下作里之及得行提交。任何經更正之表格必須於接納要約之最後時間及日期或之前再行提交並接交過戶處。 Note:

附註:

### THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in 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, registered institution in securities, bank manager, solicitor, professional accountant, or other professional adviser.

If you have sold or transferred all your Share(s), you should at once hand this Form of Acceptance and the Offer Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Shareholders and Shareholders who are citizens or residents or nationals of jurisdiction outside Hong Kong should obtain appropriate legal advice or, inform themselves about and observe any applicable legal requirements. It is the responsibility of each person who wishes to accept the Offer to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required in compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes payable by him/her/fit in respect of such jurisdiction. Any such Overseas Shareholders will be responsible for any such taxes by whomsoever payable. The Offeror, Kingston Securities, and any person acting on his/her/fits behalf shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong for any such issue, transfer or other taxes as they may be required to pay. Acceptance of the Offer by you will be deemed to constitute a representation and warranty by you that all applicable local laws and requirements to receive and accept the Offer, and any revision thereof, have been fully complied with by you and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the Offer.

### HOW TO COMPLETE THIS FORM

Independent Shareholders are advised to read this Form of Acceptance in conjunction with the Offer Document before completing this Form of Acceptance. To accept the Offer made by Kingston Securities on behalf of the Offeror to acquire your Shares at an Offer Price of HKS0.178 per Share in cash, you should complete and sign this Form of Acceptance overleaf and forward this Form of Acceptance, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for such number of Shares in respect of which you wish to accept the Offer, by hand, marked "Ceneric (Holdings) Limited — Offer" to Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Wednesday, 31 May 2017 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce as a result of a revision or an extension of the Offer, if any, in accordance with the Takeovers Code.

### FORM OF ACCEPTANCE

### To: The Offeror, Kingston Securities and the Registrar

- My/Our execution of this form overleaf shall be binding on my/our successors and assigns, and shall constitute:
  - (a) my/our acceptance of the Offer made by Kingston Securities on behalf of the Offeror, as contained in the Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance;
  - (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 any satisfactory indemnity or indemnities required in respect thereof), which has/ have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share Certificate(s) on and subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to them together with this Form of Acceptance;
  - (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" or banker's cashier order drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of the Company within 7 business days (as defined under the Takeovers Code) following the latter of the date the Offer become unconditional in all respects and the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;

(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.)

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities and/or the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver the contract note as required by the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the articles of association of the Company and to make endorsement on it under that ordinance:
- (e) my/our irrevocable instruction and authority to the director of the Offeror, Kingston Securities or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror or such person or persons as it may direct the Shares, in respect of which such person has accepted the 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 to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto as at the date of the Offer Document or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date on which the Offer is made, being the date of despatch of the Offer Document, in respect of the Shares tendered pursuant to the Offer; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Kingston Securities or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
- 2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, Kingston Securities and the Company that the Shares held by me/us to be sold under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Shares on or after the date on which the Offer is made, being the date of despatch of the Offer Document.
- 3. I/We hereby warrant and represent to the Offeror, Kingston Securities and the Company that I/we am/are the registered holder(s) of the Shares specified in this form 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 absolutely by way of acceptance of the Offer.
- 4. In the event of the Offer lapsing or in the event that my/our acceptance is not valid, in accordance with the terms of the 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 any satisfactory indemnity or indemnities required in respect thereof), together with this form 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 or branch register of members of the Company.

Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by the Offeror and/or Kingston Securities and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).

- 5. I/We warrant to the Offeror, Kingston Securities and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
- 6. I/We warrant to the Offeror, Kingston Securities and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable 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 any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance, Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
- 8. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
- 1/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Kingston Securities and the Company (so as to bind my/our successors and assigns) that in respect of the Shares which are accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
  - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar-Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong;
  - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror subject to the Takeovers Code; and
  - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
- I/We acknowledge that, save as expressly provided in the Offer Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.

### 本接納表格乃重要文件, 閣下須即時處理。

閣下如對本接納表格任何方面或應採取之行動有任何疑問,應諮詢 閣下之持牌證券交易商、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股份,應立即將本接納表格及要約文件交予買主或承讓人或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商,以便轉交買主或承讓人。

向海外股東作出要約或會受到有關司法權區之法例禁止或影響。倘海外股東及身為香港境外司法權區公民或居民或國民之股東,應自行取得適當之法律意見並全面了解及遵守任何適用法律規定。該等人士如有意接納要約,有責任自行全面遵守有關司法權區在此方面之法例,包括其須於有關司法權區取得任何可能需要之政府、外匯管制或其他方面之同意,遵守其他所需之正式手續或法律規定,及支付任何過戶費用或其他應付稅項。任何該等海外股東將負責支付任何人士所應付之有關稅項,而要約方、金利豐證券及任何代其行事之人士均有權就該等海外股東及身為香港境外司法權區公民或居民或國民之股東可能須支付之任何有關發行稅、轉讓稅或其他稅項獲悉數彌償及毋須承擔任何責任。 閣下接納要約,即被視為構成已全面遵守有關接獲及接納要約方的適用當地法律及規定(及其任何修訂)之聲明及保證,而根據所有適用法律,該項接納為有效及具約東力。 閣下決定是否接納要約時,發語該納事業會目。

#### 本表格填寫方法

獨立股東填妥本接納表格前,務請將本接納表格與要約文件一併閱讀。為接納金利豐證券代表要約方作出以現金每股股份港幣0.178元之要約價收購 閣下之股份之要約, 閣下應填妥及簽署本接納表格之背頁,並將本接納表格連同 閣下有意接納要約涉及之股份數目之相關股票(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或就此所需並令人信納之任何彌償保證),盡快但無論如何不遲於二零一七年五月三十一日(星期三)下午四時正(香港時間)(或要約方因修訂或延長要約(如有)而可能根據收購守則釐定及公佈之較後時間及/或日期)前,以郵遞方式或親身一併送交過戶處卓佳登捷時有限公司,地址為香港皇后大道東183號合和中心22樓,註明「新領域(集團)有限公司一要約」。

#### 接納表格

# 致: 要約方、金利豐證券及過戶處

- 本人/吾等一經簽立本表格之背頁,本人/吾等之承繼人及受讓人將受此約束,並表示:
  - (a) 本人/吾等接納由金利豐證券代表要約方作出載於要約文件之要約,以要約文件及本表格所述代價並按照所述條款及條件收購本表格所 指明之股份數目;
  - (b) 本人/吾等不可撤回地指示並授權要約方及/或金利豐證券及/或彼等各自之任何代理各自代表本人/吾等就根據隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(如有)(及/或就此所需並令人信納之任何彌償保證)而應向本人/吾等發行之股份向本公司或過戶處領取股票,並將有關股票送交過戶處,且授權並指示過戶處按照及根據要約之條款及條件持有該等股票,猶如該等股票已連同本接納表格一併交回過戶處;
  - 在人/吾等不可撤回地指示並授權要約方及/或金利豐證券及/或彼等各自之任何代理各自就本人/吾等根據要約之條款有權獲得之 現金代價(印除本人/吾等就接納要約應付之賣方從價印花稅),以「不得轉讓—只准入抬頭人賬戶」方式開出以本人/吾等為抬頭人之劃 線支票或銀行本票,並於過戶處接獲使要約項下之接納完成及生效所需之一切有關文件之日後7個營業日(定義見收購守則)內,以平郵方 式寄往以下人士及地址,或如並無於下欄填上姓名及地址,則按本公司股東名冊所示登記地址寄予本人或(倘屬聯名登記股東)排名首位者, 郵課風險概由本人/吾等承擔;

(附註:倘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,則請在本欄填上接收支票之人士之姓名及地址。)

姓名:(請用正楷填寫)			
地址:(請用正楷填寫)			

- (d) 本人/吾等不可撤回地指示並授權要約方及/或金利豐證券及/或過戶處及/或彼等任何一方可能就此指定之人士各自代表本人/吾等訂立、簽立及交付香港法例第117章印花税條例所規定須由本人/吾等以根據要約出售股份之賣方身份訂立及簽立之合約單據,並按該條例之規定繳付印花稅及安排在本表格背書證明以及以聯交所指定可能對根據本公司之組織章程細則有效轉讓該等股份而屬必要之形式訂立、簽立及交付任何其他文件或文據,並按該條例背書證明;
- (e) 本人/吾等不可撤回地指示並授權要約方、金利豐證券或彼等任何一方可能指定之人士之董事代表接納要約之人士填寫及簽立任何文件,並採取就使已接納要約之人士之股份歸屬予要約方或其可能指定之人士而可能屬必要或合宜之任何其他行動;
- (f) 本人/吾等承諾於必要或合宜時簽立有關文件以及經進一步確認後進行有關行動及事宜,以向要約方或其可能指定之人士轉讓本人/吾等之股份,且不附帶任何一切留置權、押記、期權、申索權、衡平權、不利權益、第三方權利或產權負擔,並連同於要約文件日期或往後附帶或累算之一切權利(包括但不限於就根據要約提交之股份收取於作出要約日期(即要約文件寄發日期)或之後宣派、作出或派付之所有股息及分派(如有)之權利();及
- (g) 本人/吾等同意追認要約方及/或金利豐證券及/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進行之各項及每項行動或事宜。
- 2. 本人/吾等明白本人/吾等接納要約,將被視為構成本人/吾等向要約方、金利豐證券及本公司保證根據要約出售本人/吾等持有之股份將不 附帶一切第三方權利、留置權、押記、衡平權、期權、申索權、不利權益及產權負擔,並連同其附帶之一切權利(包括就股份收取於作出要約日期(即 要約文件寄發日期)或之後宣派、作出或派付之所有股息及其他分派之權利)。
- 3. 本人/吾等向要約方、金利豐證券及本公司保證及聲明,本人/吾等為本表格所列明股份之登記持有人,而本人/吾等擁有十足權利、權力及授權,透過接納要約向要約方出售及轉讓本人/吾等股份之所有權及擁有權。
- 4. 倘要約失效或本人/吾等之接納無效,根據要約之條款,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/吾等授權並懇請 閣下將本人/吾等之有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需並令人信納之任何彌償保證)連同已正式註銷之本表格以平郵方式一併寄予上文第1(c)段所列之人士,郵誤風險概由本人/吾等自行承擔,倘並無註明姓名及地址,則寄予本人或(倘屬聯名登記股東)排名首位者於本公司股東名冊或股東分冊所示之登記地址。

附註: 倘 閣下寄發一份或以上過戶收據,而要約方及/或金利豐證券及/或彼等各自之任何代理已於 閣下接納要約時代表 閣下從本公司或過戶處領取有關股票,則將 向 閣下寄發有關股票而非過戶收據,

- 5. 本人/吾等向要約方、金利豐證券及本公司保證,本人/吾等已遵守在本公司股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納要約之法律,包括取得任何政府、外匯管制或其他同意及辦理任何可能所需之登記或備案以遵守所有必要正式手續、法律及/或監管規定。
- 6. 本人/吾等向要約方、金利豐證券及本公司保證,本人/吾等須就支付在本公司股東名冊上載列本人/吾等地址所在司法權區之任何應付轉讓或其他稅項承擔全部責任。
- 7. 本人/吾等附上本人/吾等持有之全部/部分股份之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需並令人信納之任何 彌償保證),按要約之條款及條件由 閣下持有。本人/吾等明白交回之任何接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或 就此所需並令人信納之任何彌償保證)概不獲發收據。本人/吾等亦了解所有文件將以平郵方式寄發,郵談風險概由本人/吾等自行承擔。
- 8. 本人/吾等確認透過接納要約而向要約方出售本人/吾等之股份,將以要約方或其代名人之名義登記。
- 9. 本人/吾等就根據要約已獲接納、有關接納並未被有效撤回及並未以要約方名義或按其指示登記之股份,向要約方、金利豐證券及本公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之承繼人及受讓人):
  - (a) 本人/吾等授權本公司及/或其代理,將須向本人/吾等(作為本公司股東)寄發之任何通告、通函、認股權證或其他文件或通訊(包括任何股票及/或因將有關股份轉為證書形式而發出之其他所有權文件),寄予過戶處卓佳登捷時有限公司,地址為香港灣仔皇后大道東183號合和中心22樓,註明收件人為要約方;
  - (b) 不可撤回地授權要約方或其代理代表本人/吾等簽署任何同意書,同意縮短本公司任何股東大會通知期及/或出席及/或簽立有關股份之代表委任表格,以委任要約方提名之任何人士出席相關股東大會(或其任何續會),以及代表本人/吾等行使有關股份附帶之投票權,而該等投票權將根據收購守則以要約方全權酌情釐定之方式作出投票;及
  - (c) 本人/吾等同意,在未得要約方同意下不會行使任何相關權利,以及本人/吾等不可撤回地承諾不會就任何相關股東大會委任代表或出席相關股東大會,及在上文所規限下,如本人/吾等之前已委任代表(而該代表並非要約方或其代名人或受委任人士)出席本公司股東大會或在會上投票,則本人/吾等謹此明確撤回有關委任。
- 10. 本人/吾等知悉,除要約文件明確規定外,據此作出之所有接納、指示、授權及承諾均為不可撤回。

# PERSONAL DATA

#### Personal Information Collection Statement

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, Kingston Securities, the Company and the Registrar in relation to personal data and the Ordinance.

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

To accept the 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.

#### 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 of your acceptance and verification of compliance with the terms and application procedures set out in this form and the Offer Document:
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing benefit entitlements of the Shareholders;
- distributing communications from the Offeror and/or its agents such as its financial adviser and/or the Company and/or the Registrar;
- · compiling statistical information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements:
- any other purpose in connection with the business of the Offeror, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Kingston Corporate Finance, Kingston Securities, the Company and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to or be informed of.

#### 3. Transfer of personal data

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

- The Offeror, the Company, its subsidiaries and/or their respective agent(s), such as financial advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Kingston Securities and/or the Company and/or 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 or institutions whom the Offeror, Kingston Securities, the Company 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, Kingston Securities, the Company 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, the Offeror, Kingston Securities, the Company 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 Offeror, Kingston Securities, the Company or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE APOVE

# 個人資料

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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 閣下有關要約方、金利豐證券、本公司及過戶處就個人資料及該條例之政策及常規。

# 1. 收集 閣下個人資料之原因

倘 閣下欲就 閣下之股份接納要約,則 閣下須提供所需之個人資料。若未能提供所需資料,可能會導致 閣下之接納不予受理或遭延誤。

# 2. 用途

閣下於本表格所提供之個人資料可以任何方式被使用、持有及/或保存,以作下列用途:

- 處理 閣下之接納及核實是否遵守本表格及要約文件所載 條款及申請程序而作出;
- 登記轉讓 関下名下之股份;
- 維持或更新相關股份持有人之登記冊;
- 進行或協助進行核對簽名,以及核對或交換任何其他資料;
- 確定股東之利益配額;
- 送遞要約方及/或其代理(例如其財務顧問及/或本公司 及/或過戶處)所發出之通訊;
- 編製統計資料及股東資料;
- 遵照法例、規則或規例(不論法定或其他)之要求作出披露;
- 披露有關資料以便進行申索或獲得所有權;
- 與要約方、本公司或過戶處之業務有關之任何其他用途;
- 與上述有關之任何其他附帶或相關用途及/或令要約方、 金利豐財務顧問、金利豐證券、本公司及/或過戶處得以 履行被等對股東及/或監管機構之責任,以及股東可能不 時同意或獲知會之任何其他用途。

本表格所載之個人資料將會保密,但要約方及/或金利豐證券及/或本公司及/或過戶處可作出彼等認為必要之查詢以確定個人資料之準確性,以便資料可作任何上述用途,尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外):

 要約方、本公司、其附屬公司及/或彼等各自之代理(例如 其財務顧問及過戶處);

- 向要約方及/或金利豐證券及/或本公司及/或過戶處提供與其業務運作有關之行政、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 閣下有業務往來或將有業務往來之任何其他人士或機構,例如銀行、律師、會計師或持牌證券交易商;及
- 要約方、金利豐證券、本公司或過戶處在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

轉交個人資料

該條例賦予 閣下權利確定要約方、金利豐證券、本公司或過戶處 是否持有 閣下之個人資料,索取資料副本及更正任何不確資料。 根據該條例,要約方、金利豐證券、本公司及過戶處有權就處理任 何查閱資料之要求收取合理費用。所有關於查閱資料立要正資料 或查閱資關政策及常規以及所持資料類別之要求,應向要約方、金 利豐證券、本公司或過戶處(視情況而定)提出。

# 閣下簽署本接納表格即表示同意上述各項。