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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 6 July 2015 (the "Composite Document") issued jointly by Heng Fai Enterprises Limited and Joy Town Inc.

除文義另有所指外，本接納及轉讓表格所用詞彙與恒輝企業控股有限公司及Joy Town Inc.聯合刊發日期為二零一五年七月六日之綜合文件(「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.

接納及轉讓表格在 閣下欲接納股份要約時適用。



## Heng Fai Enterprises Limited

恒輝企業控股有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 185)

(股份代號: 185)

Hong Kong Share Registrar and  
Transfer Office: Tricor Friendly Limited at  
Level 22, Hopewell Centre,  
183 Queen's Road East, Hong Kong  
香港股份過戶登記處: 卓佳標準有限公司  
香港皇后大道東183號合和中心22樓

### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES IN THE ISSUED SHARE CAPITAL OF HENG FAI ENTERPRISES LIMITED

恒輝企業控股有限公司已發行股本中

普通股之接納及轉讓表格

All parts should be completed

每項均須填寫

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the 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，將以下指明轉讓人所持有之股份轉讓予下列「承讓人」。

Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Registered address: 登記地址:	Telephone Number: 電話號碼:
CONSIDERATION 代價	HK\$0.3305 in cash for each Offer Share 每股要約股份為現金0.3305港元	
TRANSFEEE 承讓人	Name 姓名: Correspondence Address 通訊地址:	Joy Town Inc. 24/F., Wyndham Place, 40-44 Wyndham Street, Central, Hong Kong 香港中環雲咸街40至44號 雲咸商業中心24樓 Corporation 法團
	Occupation 職業:	
SIGNED by the Transferor to this transfer, this day of _____, _____ 2015. 由是次轉讓之轉讓人於二零一五年_____月_____日簽署。		

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

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

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 and Transfer  
提交本接納及轉讓表格之日期

Do not complete 請勿填寫本欄	
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署:	For and on behalf of 代表 Joy Town Inc.
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 of Transferee or its duly authorised agent(s) 承讓人或其正式授權之代理人簽署
Date of signing by Transferee 由承讓人簽署之日期 _____, _____ 2015	二零一五年_____月_____日

Note: Insert the total number of Shares for which the Share 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 Share Offer and you have signed this form, this form 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 for acceptance of the Share Offer.

附註: 請填上接納股份要約之股份總數。倘並無填上數目或所填數目大於或少於 閣下登記持有之股份或作接納股份要約之實物股份，而 閣下已簽署本表格，則表格將退回予 閣下進行修改及重新遞交。任何經更正之表格必須於接納股份要約之最後期限或之前自行重新提交並送達過戶登記處。

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

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

If you have sold or otherwise 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 the transferee(s) or to the bank, licensed securities dealer registered institution in securities, other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or the transferee(s).

The making of the Share Offer to Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Share Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Share Offer to satisfy yourself 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 consents which may be required and the compliance with other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, Alliance Capital and any person involved in the Share Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Share Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

This Form of Acceptance and Transfer should be read in conjunction with the Composite Document. Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the Composite Document dated 6 July 2015 jointly issued by the Offeror and the Company.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER**

Independent Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the Share Offer. To accept the Share Offer made by Alliance Capital on behalf of the Offeror, you should complete and sign this Form of Acceptance and Transfer and forward this Form of Acceptance and Transfer, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof for the number of Share(s) in respect of which you wish to accept the Share Offer, by post or by hand, in an envelope marked "Heng Fai Enterprises Limited Share Offer", to the Registrar, Tricor Friendly Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on 27 July 2015 (or such later time and/or date as the Offeror may determine and announce, with the consent of the Executive, 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 of Acceptance and Transfer.

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

**To: The Offeror and Alliance Capital**

1. My/Our execution of this Form of Acceptance and Transfer (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:
    - (a) my/our irrevocable acceptance of the Share Offer made by Alliance Capital 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 this Form of Acceptance and Transfer or, (i) if no number is specified or, the total number of Shares specified is greater than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof), I/we am/are deemed to have accepted the Share Offer in respect of the Shares as shall be equal to the number of the Shares tendered by me/us, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title; and (ii) if the number specified in this form is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, I/we am/are deemed to have accepted the Share Offer in respect of the Shares as shall be equal to the number of the Shares specified in this form;
    - (b) my/our irrevocable instruction and authority to the Offeror, Alliance Capital or 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 after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our 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 Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within 7 Business Days after the date of receipt of all the relevant documents by Registrar to render the acceptance under the Share Offer complete and valid:  
(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:** (in block capitals) .....
    - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Alliance Capital 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 Share(s) 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;
    - (d) my/our irrevocable instruction and authority to the Offeror, Alliance Capital or such person or persons as any of them may direct to complete, amend and execute any document on behalf of the person or persons accepting the Share 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 or persons has/have accepted the Share Offer;
    - (e) 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 Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and Encumbrances and together with all rights accruing or attaching thereto or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the date on which the Share Offer is made, being the date of posting of the Composite Document;
    - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Alliance Capital 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;
    - (g) my/our irrevocable instruction and authority to the Offeror and/or Alliance Capital or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the 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), 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) subject to the terms and conditions of the Share Offer as if it/they were Share certificate(s) delivered to the Registrar together with this Form of Acceptance and Transfer; and
    - (h) my/our appointment of the Offeror and/or Alliance Capital as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Share Offer is made and thereafter be irrevocable.
  2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror and Alliance Capital that (i) the number of Share(s) specified in this Form of Acceptance and Transfer will be sold fully paid and free from all third-party rights, liens, claims, charges, equities and Encumbrances and together with all rights accruing or attaching thereto or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the date on which the Share Offer is made, being the date of posting of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Alliance Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or his/her acceptance thereof, and is permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.
  3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and 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 other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance and Transfer 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 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:* Where 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 Alliance Capital or their respective agent(s) from the Registrar on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).
  4. I/We enclose the relevant Share certificate(s) and/or transfer receipt(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/our holding of Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance and Transfer, Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or 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.
  5. I/We warrant and represent to you that I am/we are the registered Shareholder(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 Share(s) to the Offeror by way of acceptance of the Share Offer.
  6. I/We warrant to the Offeror and Alliance Capital 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 Share 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/We warrant to the Offeror and the Company that I/we 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 members of the Company in connection with my/our acceptance of the Share Offer.
  8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance and Transfer, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
  9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Alliance Capital and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Share 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 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 an/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; and
    - (c) my/our agreement not to exercise any 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.
- For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.
10. I/We acknowledge that my/our Shares sold to the Offeror by way of the Share Offer will be registered under the name of the Offeror or its nominee.

**本接納及轉讓表格乃重要文件，請即處理。**

閣下如對本接納及轉讓表格之任何內容或應採取之行動有任何疑問，應諮詢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。

閣下如已將名下之股份全部售出或以其他方式轉讓，應立即將本接納及轉讓表格及隨附之綜合文件送交買主或承讓人，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。

向海外股東提出股份要約可能會受有關司法權區之法例禁止或影響。倘閣下為海外股東，應就股份要約於有關司法權區之限制自行尋求適當之法律意見，並遵守任何適用法律或監管規定。閣下如欲接納股份要約，須自行負責就此全面遵守有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，以及遵守其他必要手續或監管或法律規定)。閣下亦須全面負責支付任何人士於所有有關司法權區應付之任何轉讓或其他稅項及徵費。要約人、同人融資及任何參與股份要約之人士均有權獲悉數彌償及毋須就閣下可能須支付之任何稅項承擔任何責任。閣下接納股份要約將構成閣下保證，閣下根據所有適用法例獲准收取及接納股份要約及其任何修訂，而根據所有適用法例，該接納為有效及具約束力。

本接納及轉讓表格應與綜合文件一併閱讀。除文義另有規定外，本表格所用詞彙與要約人及公司聯合刊發日期為二零一五年七月六日之綜合文件所界定者具相同涵義。

**本接納及轉讓表格填寫方法**

獨立股東決定是否接納股份要約前，務請細閱綜合文件。閣下如欲接納同人融資代表要約人提出之股份要約，應填妥及簽署本接納及轉讓表格，連同閣下欲接納股份要約之股份數目之相關股票及/或過戶收據及/或其他所有權文件及/或就此所需並令人信納之任何彌償保證(信封面須註明「恒輝企業控股有限公司股份要約」)，於實際可行情況下儘快放入信封郵寄或送交過戶登記處卓佳標準有限公司(地址為香港皇后大道東183號合和中心22樓)，惟無論如何必須於二零一五年七月二十七日(或要約人根據收購守則可能釐定及徵得執行人員同意後公佈之有關較後時間及/或日期)前送達。綜合文件附錄一之條文納入本接納及轉讓表格並構成其中部分。

**股份要約之接納及轉讓表格**

**致： 要約人及同人融資**

- 本人/吾等一經簽立本接納及轉讓表格(不論該表格是否已註明日期)，本人/吾等之承繼人及受讓人將受此約束，並表示：
    - 本人/吾等不可撤回地接納由同人融資代表要約人提出並於綜合文件載列之股份要約，根據及受限於綜合文件及本表格所載條款及條件，就本接納及轉讓表格指定之股份數目之股份(倘並無指定數目或倘指定之股份總數大於所提交股份數目(以股票及/或任何其他所有權文件證明)，則本人/吾等將被視為就相等於本人/吾等所提交數目之股份(以股票及/或任何其他所有權文件證明)接納股份要約；及(ii)倘本表格指定之數目少於所提交股份數目(以股票及/或任何其他所有權文件證明)，則本人/吾等將被視為就相等於本表格所指定數目之股份接納股份要約；
    - 本人/吾等不可撤回地指示及授權要約人、同人融資或彼等各自之代理，各自就本人/吾等根據股份要約之條款應得之現金代價，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，然後盡快惟無論如何於公司之公司秘書接獲所有相關文件致使股份要約項下之接納為完整及有效當日起計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，則按公司股份持有人名冊所示之登記地址寄予本人或吾等當中所列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；  
(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).....
    - 本人/吾等不可撤回地指示及授權要約人及/或同人融資及/或彼等任何一方可能就此指定之有關人士，各自代表本人/吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人/吾等作為根據股份要約出售股份之賣方須製備及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本接納及轉讓表格背書證明；
    - 本人/吾等不可撤回地指示及授權要約人、同人融資或彼等任何一方可能指定之一名或多名人士代表接納股份要約之一名或多名人士填妥、修改及簽立任何文件及採取任何其他必須或適當之行動，使已接納股份要約之一名或多名人士之股份歸要約人或其可能指定之一名或多名人士所有；
    - 本人/吾等承諾於必需或合宜時簽立有關其他文件及辦理有關其他行動及事項，以將本人/吾等就接納股份要約提交之股份轉讓予要約人或其可能指定之有關人士，該等股份不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同累算或附帶或其後附帶之一切權利(包括但不限於收取於作出股份要約之日(即寄發綜合文件之日)日或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利)；
    - 本人/吾等同意追認要約人及/或同人融資及/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種行動或事宜；
    - 本人/吾等不可撤回地指示及授權要約人及/或同人融資或彼等各自之代理，代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(及/或就此所需並令人信納之彌償保證)，憑此向過戶登記處領取本人/吾等就股份應獲發之股票，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股份要約之條款及條件持有該等股票，猶如該(等)股票已連同本接納及轉讓表格一併送交過戶登記處；及
    - 本人/吾等委任要約人及/或同人融資作為本人/吾等就本表格有關所有股份之授權人，該項授權將於股份要約獲提出之日期及時間起生效，且不得於其後撤回。
  - 本人/吾等明白本人/吾等接納股份要約，將被視為構成本人/吾等向要約人及同人融資聲明及保證(i)本接納及轉讓表格所註明股份數目將按悉數繳足出售，並將不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同累算或附帶或其後附帶之一切權利(包括但不限於收取於作出股份要約之日(即寄發綜合文件之日)或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利)下出售；及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使要約人、同人融資或任何其他人士違反任何地區與股份要約或其接納有關之法律或監管規定，且彼根據所有適用法例獲准接獲及接納股份要約及其任何修訂，而根據所有適用法例，該接納為有效及具有約束力。為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何上述聲明及保證規限。
  - 倘按股份要約之條款本人/吾等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/吾等授權並懇請閣下將本人/吾等之股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之彌償保證)連同已正式註銷之本接納及轉讓表格以平郵一併寄予上文1(b)所列之人士及地址，或如未有列明姓名及地址，則按公司股東名冊所登記地址寄予本人或吾等當中所列首位者(如為聯名登記股東)，郵誤風險概由本人/吾等承擔。  
附註：倘閣下交出一份或以上過戶收據，而要約人及/或同人融資或彼等各自之代理已代表閣下從過戶登記處領取有關股票，則發還予閣下者將為該(等)股票而非過戶收據。
  - 本人/吾等茲附上本人/吾等持有之全部或部分股份之相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之任何彌償保證)，由閣下按股份要約之條款及條件予以保存。本人/吾等明白任何交回之接納及轉讓表格、股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之彌償保證)概不獲發收據。本人/吾等亦了解所有文件將以平郵寄發且一切郵誤風險概由本人/吾等自行承擔。
  - 本人/吾等向閣下保證及聲明，本人/吾等為本接納及轉讓表格所註明股份數目之登記股東，而本人/吾等有十足權利、權力及授權以接納股份要約之方式，向要約人出售及移交本人/吾等之股份之所有權及擁有權。
  - 本人/吾等向要約人及同人融資保證，本人/吾等已遵守在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/吾等接納股份要約方面之法例，包括獲得任何所需之政府、外匯管制或其他同意及任何註冊或存檔，及辦理一切必須之手續或遵守法律規定。
  - 本人/吾等向要約人及公司保證，本人/吾等須就支付在公司股東名冊上載列本人/吾等地址所在司法權區關於本人/吾等接納股份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。
  - 本人/吾等知悉，除綜合文件及本接納及轉讓表格明文規定外，據此作出之所有接納、指示、授權及承諾均可撤回及為無條件。
  - 本人/吾等就股份要約項下已接納或被視為已接納股份，而其接納並未被有效撤回及並無以要約人之名義或按其指示登記，向要約人、同人融資及公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之繼承人及受讓人)：
    - 本人/吾等授權公司及/或其代理人將可能須向本人/吾等作為公司股東寄發之任何通告、通函、保證或其他文件或通訊(包括任何股票及/或因將該等股份轉為證書形式而發出之其他所有權文件)送交過戶登記處(地址為香港皇后大道東183號合和中心22樓)予要約人；
    - 不可撤回地授權要約人或其代理人代表本人/吾等簽署任何同意書，同意縮短公司任何股東大會通知期及/或出席及/或簽立有關該等股份之代表委任表格，以委任要約人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/吾等行使該等股份所附帶之投票權，而該等投票權將以要約人全權酌情釐定之方式作出投票；及
    - 本人/吾等協定，在未經要約人之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股東大會委任代表，或親身出席股東大會，及在上文所規限下，如本人/吾等以往已就公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人/吾等謹此明確撤回有關委任。
- 為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出任何上述聲明及保證或受其規限。
- 本人/吾等知悉，本人/吾等以股份要約之方式向要約人出售之股份將以要約人或其代人名義登記。

## PERSONAL DATA

### Personal Information Collection Statement

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

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

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 may also prevent or delay the despatch of the consideration to which you are entitled under the Share Offer.

#### 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 your acceptance and verification or compliance with the terms and application procedures set out in this Form of Acceptance and Transfer and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Share(s);
- 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 and the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders under the Share Offer;
- 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, Alliance Capital or the Registrar; and
- any other incidental or associated purposes relating to the above and other purpose to which the 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 and Transfer will be kept confidential but the Offeror and/or Alliance Capital 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, Alliance Capital, any of their agents 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 Alliance Capital 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 institution in securities; and
- any other persons or institutions whom the Offer or and/or Alliance Capital and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Retention of personal data

The Offeror and/or Alliance Capital and/or the Registrar will keep the personal data provided in this Form of Acceptance and Transfer for as long as 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 the Offeror and/or Alliance Capital and/or the Registrar 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 Alliance Capital and/or the Registrar 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, Alliance Capital 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

本收集個人資料聲明旨在知會閣下有關要約人、同人融資及過戶登記處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

如接納閣下股份之股份要約，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，亦可能妨礙或延遲寄發閣下根據股份要約應得之代價。

#### 2. 用途

閣下於本接納及轉讓表格提供之個人資料可能會用作、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接納及轉讓表格及綜合文件載列之條款及申請程序；
- 登記以閣下名義進行之轉讓；
- 保存或更新有關股份之股東名冊；
- 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)及過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股份要約項下股東之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關要約人、同人融資或過戶登記處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股東可能不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本接納及轉讓表格提供之個人資料將會保密，惟要約人及/同人融資及/或過戶登記處為達致上述或有關任何上述之用途，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(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、同人融資、其任何代理及過戶登記處；
- 為要約人及/或同人融資及/或過戶登記處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/或同人融資及/或過戶登記處於有關情況下認為必需或適當之任何其他個人或機構。

#### 4. 保留個人資料

要約人及/或同人融資及/或過戶登記處將按收集個人資料之用途需要保留本接納及過戶表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

#### 5. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或同人融資及/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。依據該條例之規定，要約人及/同人融資及/或過戶登記處可就獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲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、同人融資或過戶登記處(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。