Hong Kong Exchange 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, Hong Kong Exchange 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, 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. 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 shall bear the same meanings as those defined in the composite document dated 26 April 2023 (the "Composite Document") issued

jointly by Good Vision Development Limited (the "Offeror") and Wah Ha Realty Company Limited. 除文義另有所指外,本接納表格所用詞彙與高偉發展有限公司(「要約人」) 及華厦置業有限公司聯合刊發日期為二零二三年四月二十六日之綜合文件(「綜合文件」) 所界定者具有相同涵義。FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.

接納表格在 閣下欲接納要約時適用



WAH HA REALTY COMPANY LIMITED 華厦置業有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 278) (股份代號: 278)

FORM OF ACCEPTANCE AND TRANSFER OF SHARES IN THE ISSUED SHARE CAPITAL OF WAH HA REALTY COMPANY LIMITED 華厦置業有限公司已發行股本中股份之接納及過戶表格

Except the section marked "Do not complete", all parts should be completed in full 除註明「請勿填寫本欄」一節外,全部欄位均需填妥

Hong Kong share registrar: Hongkong Managers and Secretaries Limited Units 1607-8, 16th Floor, Citicorp Centre, 18 Whitfield Road, Causeway Bay, Hong Kong (the "Registrar") 香港股份過戶登記處:香港經理秘書有限公司 香港銅鑼灣威非路道十八號萬國寶通中心十六樓一六零七至八室(「過戶登記處」)

You must insert the total number of Offer Share(s)	FOR THE CONSIDERATION stated below the " Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the " Transferee " named below the Offer Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 下列「轉讓人」謹此在本表格及隨附之綜合文件所載條款及條件的規限下,按下列代價接納要約並將以下註明之轉讓人所持要約股份轉讓予下列「 承讓人 」。					
for which the Offer is accepted. If I was accepted I was a was a way and a way a wa	Number of Offer Share(s) to be transferred (Note) (Note)	FIGURES 數目				
	將予轉讓之要約股份數目 (附註) 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 TYPE-WRITTEN 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\$6.00 in cash for each Of 每股要約股份現金6.00港元				
	TRANSFEREE 承讓人	Name: 名稱:	Good Vision Developmen 高偉發展有限公司			
		Registered Address: 登記地址:	香港灣仔皇后大道東四	entre, 43-59 (十三至五十)	Queen's Road East, Wanchai, Hong 九號東美中心二五零零室	Kong
		Occupation: 職業:	Corporation 法人團體			
Signed by or on behalf of the Transferor(s) in the presence of: 轉讓人或其代表在下列見證人見證下簽署:						
Signature of witness 見證.	人簽署				4	T REGISTERED IOLDERS MUST
Name of witness 見證人姓名		agent(s)/Company chop (if applicable) 新有聯名登記持有人				SIGN HERE 聯名登記持有人 均須於本欄簽署
Address of witness 見證人地址						
Occupation of witness 見詞	· · · · · · · · · · · · · · · · · · ·					
		Date of submission of this Form of Acceptance 提交本接納表格之日期				
		Do not c	omplete 請勿填寫本欄			
Signed by or on behal 承讓人或其代表在下 Signature of witness §	' of the Transferce in the presence of: 列見證人見證下簽署: i證人簽署	代表 Good Vis	on behalf of sion Development Limited 虔有限公司			
Name of witness 見證	人姓名	Authoris 授權簽署	Authorised Signatory(ies) 授權簽署人			
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代理簽署			
Date of signing by the 承讓人簽署之日期:	Transferee:					

Insert the total number of Offer Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater or smaller than those represented by the Share certificate(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 of Acceptance must be resubmitted and received by the Registrar on or before the latest time and date for acceptance of the Offer.

請填上接納要約之要約股份總數。若無填上數目,或所填上數目超過或低於 閣下就接納要約所提交之股票之股份數目,而 閣下已簽署本接納表格,則本接納表格將予以退回 閣下更正及再次提交。任何經更正接納表格必須在要約最後接納時限及日期或之前再次提交並送達過戶登記處收取。 附註:

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Wah Ha Realty Company Limited, you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or the transferee(s) or to the bank, 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 the transferee(s).

The making of the Offer to the Overseas Offer Shareholders may be prohibited or affected by the laws of the relevant jurisdiction in which they are resident. Overseas Offer Shareholders should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdiction or keep themselves informed about and observe any applicable regulatory or legal requirements. It is the responsibility of the Overseas Offer Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdiction in connection with the acceptance of the Offer (including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required to comply with all other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes due from them in such jurisdiction). Acceptance of the Offer by any Overseas Offer Shareholder will be deemed to constitute a representation and warranty by such person that such person is permitted under applicable laws and regulations to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. Any such person is recommended to seek professional advice on deciding whether or not to accept the Offer.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional in all respects and is not conditional upon acceptance being received in respect of a minimum number of the Offer Shares. This Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

To accept the Offer made by Eddid Capital Limited and Maxa Capital Limited (the "Joint Financial Advisers") on behalf of the Offeror in respect of your Offer Shares (whether in full or in part), you must deliver the duly completed and signed Form of Acceptance together with 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) (the "Title Documents") in respect of the number of Offer Shares for which you intend to accept the Offer, by post or by hand, to the Registrar, Hongkong Managers and Secretaries Limited at Units 1607-8, 16th Floor, Citicorp Centre, 18 Whitfield Road, Causeway Bay, Hong Kong, marked "Wah Ha Realty Company Limited – Offer" on the envelope so as to reach the Registrar as soon as possible but in any event by no later than 4:00 p.m. on the Closing Date or such later time(s) and/or date(s) as the Offeror may determine and announce with the consent of the Executive.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror and the Joint Financial Advisers

- . My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated) shall be binding on my/our successors and assignees and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by the Joint Financial Advisers 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 Offer Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offeror, the Joint Financial Advisers or their respective agent(s) to send a cheque or a banker's cashier order 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 Offer after deducting all 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 and the address stated below or, if no name and address is stated below, to me/ us 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 seven (7) Business Days after the date on which all the relevant documents are received by the Registrar to render such acceptance complete and valid in accordance with the Composite Document and this Form of Acceptance:

(Insert name and address of the person to whom the cheque or the banker's cashier order is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders)

- (c) my/our irrevocable instruction and authority to the Offeror, the Joint Financial Advisers or the Registrar 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 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 Offer Share(s) 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 of Acceptance in accordance with the provisions of that
- (d) my/our irrevocable instruction and authority to the Offeror, the Joint Financial Advisers or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this Form of Acceptance or, if I/we or any other person shall have inserted a date, to delete such date and insert another date 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 Offer Share(s) tendered for acceptance of the Offeror.
- (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 Offer Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all encumbrances and together with all rights and benefits attached thereto, including but not limited to all rights to any dividends or other distributions declared, made or paid on or after the date on which the Offer is made;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, the Joint Financial Advisers or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
- (g) my/our irrevocable instruction and authority to the Offeror, the Joint Financial Advisers or any of their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the Offer Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s), 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 Offer as if it/they were Share certificate(s) delivered to the Registrar together with this Form of Acceptance.
- 2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offer of that the Offer Share(s) specified in this Form of Acceptance acquired under the Offer will be sold free from all encumbrances and together with all rights and benefits attached thereto, including but not limited to all rights to any dividends or other distributions declared, made or paid on or after the date on which the Offer is made.
- 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the 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 Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(b) above or, if no name and address is stated, to me/us 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 I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror, the Joint Financial Advisers or their respective agent(s) from the Registrar on my/our behalf, I/we shall be sent such Share certificate(s) in lieu of the transfer receipt(s).
- 4. I/We enclose the Title Documents for the whole or part of my/our holding of Offer Share(s) 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 or Title Documents will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
- 5. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Offer Share(s) specified in this Form of Acceptance and have the full right, power and authority to sell and pass the title and ownership of my/our Offer Shares to the Offeror by way of acceptance of the Offer.
- 6. I/We warrant to the Offeror and the Joint Financial Advisers 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 consents, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements, that I/we have not taken or omitted to take any action which will or may result in the Company, the Offeror or the Joint Financial Advisers or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with my acceptance of the Offer, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
- 7. I/We warrant to the Offeror and the Joint Financial Advisers that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in connection with my/our acceptance of the Offer in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.
- 8. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and the Joint Financial Advisers (so as to bind my/our successors and assignee) that in respect of the Offer 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 Offer Shares into certificated form) to the attention of the Offeror at Room 2500, Dominion Centre, 43-59 Queen's Road East, Wanchai, 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 Offer 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 Offer 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.
- 9. I/We acknowledge that save as expressly provided in the Composite Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- 10. I/We acknowledge that my/our Offer Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee

本接納表格乃重要文件,請即處理。 閣下如對本接納表格之任何方面或應採取之行動有任何疑問,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。

閣下如已將名下之華厦置業有限公司股份全部售出或轉讓,應立即將本接納表格及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。

向海外要約股東提出要約可能會受到彼等居住地的相關司法權區的法例禁止或影響。海外要約股東應就要約於相關司法權區的影響尋求適當的法律意見或自行了解並遵守任何適用監管或法律規定。海外要約股東如欲接納要約,須自行負責就接納要約時全面遵守有關司法權區之法律及法規(包括但不限於取得任何政府、外匯管制或其他同意及可能需要的任何登記或備案以遵守所有其他必要手續、監管及/或法律規定,以及支付彼等於有關司法權區應繳納的任何轉讓或其他稅款)。任何海外要約股東接納要約將被視為構成該人士作出的聲明及保證,即其根據適用法律及規定獲准接收及接納要約及其任何修訂,且該接納應根據所有適用的法律及法規有效並具有約束力。建議任何有關人士在決定是否接納要約時,應尋求專業賣見。

本接納表格填寫方法

要約於所有方面均為無條件且不以接獲接納的最低數目的要約股份為條件。本接納表格應與綜合文件一併閱讀。綜合文件附錄一之條文已經收錄在本接納表格內,並構成其中一部份。

閣下如欲接納由艾德資本有限公司及邁時資本有限公司(「**聯席財務顧問**」)代表要約人就要約股份(不論全部或部分)提呈之要約,應填妥及簽署本接納表格,連同 閣下欲接納要約 之股份數目之相關股票及/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)(「**所有權文件**」)(信封面須註明「**華厦置業有限公司—要約**」)以儘快郵寄或親自送抵過戶登記處一香港經理秘書有限公司(地址為香港銅鑼灣威非路道十八號萬國寶通中心十六樓一六零七至八室),惟無論如何必須於截止日期下午四時正(或要約人在執行人員允許下可能釐定並公佈之有關較後時間及/或日期)前送達,方為有效。

要約之接納表格

致:要約人及聯席財務顧問

- 本人/吾等一經簽立本接納表格(不論本接納表格是否已註明日期),即表示本人/吾等之承繼人及受讓人將受此約束,並構成:
 - (a) 本人/吾等按綜合文件及本接納表格所述代價,並按照及遵守當中所述條款及條件,就本接納表格所註明之股份數目不可撤回地接納綜合文件所載由聯席財務顧問 代表要約人提出之要約;
 - (b) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問或彼等各自之代理,就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等就本人/吾等接納要約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/吾等開出劃線支票或銀行本票,然後於過戶登記處收到所有有關文件及有關接納根據綜合文件及本接納表格為完整及有效之日後七(7)個營業日內,按以下地址以平郵方式寄予以下人士,或如未有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以平郵方式寄予本人/吾等或吾等當中名列首位者(如屬聯名登記股東),郵誤風險概由本人/吾等承擔:

(倘收取支票或銀行本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 (法四工批准度)

- (c) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問、過戶登記處或彼等任何一方可能就此指定之有關人士,代表本人/吾等製備及簽立香港法例第117章《印 花稅條例》規定本人/吾等作為根據要約出售要約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成交單據加蓋印花及安排在本接納表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問或彼等任何一方可能指定之有關人士,代表本人/吾等填妥、修訂及簽立任何文件,包括但不限於在本接納表格填上日期,或如本人/吾等或任何其他人士已填上日期,則有關人士可刪去該日期,然後填上另一日期,以及辦理任何其他必需或權宜之手續,以便將本人/吾等就接納要約所提交之要約股份轉歸要約人或其可能指定之有關人士所有;
- (e) 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手續及事項,以將本人/吾等就接納要約所交回之要約股份轉讓予要約人或其可能指定之有關人士,該等股份並不附帶任何產權負擔,及連同隨附的一切權利及利益,包括但不限於作出要約當日或之後所宣派、作出或支付的任何股息或其他分派的所有權利;
- (f) 本人/吾等同意追認由要約人、聯席財務顧問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;及
- (g) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問或彼等各自之代理,代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據,並憑此向過戶登記處領取本人/吾等就要約股份應獲發之股票,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要約之條款及條件持有有關股票,猶如有關股票已連同本接納表格一併送交過戶登記處無異。
- 2. 本人/吾等明白本人/吾等接納要約,將被視為構成本人/吾等向要約人保證其根據要約購入本接納表格列明出售之要約股份不會附帶任何產權負擔,及連同隨附的一切權利及利益,包括但不限於作出要約當日或之後所宣派、作出或支付的任何股息或其他分派的所有權利。
- 3. 倘本人/吾等之接納根據要約之條款而言乃屬無效或被視為無效,則上文第1段所載之所有指示、授權及承諾均會終止。在此情況下,本人/吾等授權並懇請 閣下將本人/吾等之所有權文件,連同已正式註銷之本接納表格以平郵方式一併寄予上文1(b)段所列之人士及地址,或如未有列明姓名及地址,則按本公司股東名冊所示之登記地址寄予本人/吾等或吾等當中名列首位者(如屬聯名登記股東),郵誤風險概由本人/吾等自行承擔。
 - 附註:倘本人/吾等交出一份或以上過戶收據,而要約人、聯席財務顧問或彼等各自之代理已代表本人/吾等從過戶登記處領取有關股票,則發還予本人/吾等者將為有 關股票而非過戶收據。
- 4. 本人/吾等茲附上本人/吾等所持全部或部分要約股份之所有權文件,由 閣下按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表格或所有權文件概不獲發收據。本人/吾等亦了解以平郵方式寄發之所有文件之一切郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等向 閣下保證及聲明,本人/吾等為本接納表格所註明之要約股份之登記持有人並擁有全部權利、權力及授權以接納要約之方式,向要約人出售及轉讓本人/吾等之要約股份之所有權及擁有權。
- 6. 本人/吾等向要約人及聯席財務顧問保證,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/吾等接納要約方面之法規,包括取得可能需要任何政府、外匯管制或其他同意和所需之登記及備案,及辦理一切必須之手續或遵守法律或監管規定,而本人/吾等並無採取或遭漏採取任何行動,導致(或可能導致)本公司、要約人或聯席財務顧問或任何其他人士就本人接納要約違反任何司法權區之法例或監管規定,且本人/吾等現根據所有適用法例,方權接受及接納要約及其任何修訂,而根據所有適用法例,有關的接納均為有效及具有約束力。
- 7. 本人/吾等向要約人及聯席財務顧問保證,本人/吾等將會全權負責支付本人於在本公司股東名冊上所示本人/吾等地址所在相關司法權區就本人/吾等接納要約應付之 任何轉讓費用或其他稅項或徵稅。
- 8. 本人/吾等不可撤回地承諾、聲明、保證並同意要約人和聯席財務顧問(以約束本人/吾等的承繼人和受讓人),就根據要約接納的要約股份而言,接納沒有被有效撤回,也沒有以要約人的名義或按照要約人的指示進行登記,以提供:
 - (a) 授權予本公司及/或其代理人將可能需要向本人/吾等作為公司成員寄發之任何通告、通函、證明書或其他文件或通訊(包括任何股票及/或因將該等股份轉換為證書形式而發行的其他所有權文件)寄發至要約人,地址為香港灣仔皇后大道東四十三至五十九號東美中心二五零零室;
 - (b) 不可撤回地授權予要約人或其代理人代表本人/吾等簽署任何同意書,同意縮短本公司任何股東大會通知期及/或出席及/或簽立有關該等要約股份之委任代表表格,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/吾等行使與該等要約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,但須遵守收購守則;及
 - (c) 本人/吾等同意在未經要約人同意的情況下不行使任何該等權利,並且本人/吾等不可撤回地承諾不任命代理人及不出席任何此類股東大會,及受前述約束,就本人/吾等之前已委任除要約人或其代名人或委任人以外的代理人出席或在公司股東大會上投票,本人/吾等特此明確撤銷有關委任。
- 9. 本人/吾等知悉,除在綜合文件及本接納表格清楚列明者外,所有就此作出之接納、指示、授權及承諾均為不可撤回及為無條件。
- 10. 本人/吾等確認以接納要約之方式售予要約人之本人/吾等之要約股份將以要約人或其代名人名義登記。

本接納表格之中英文版本如有異義, 概以英文本為準

PERSONAL DATA

Personal Information Collection Statements

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

1. Reasons for the collection of your personal data

To accept the Offer for your Offer Shares, 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 important that you should inform the Offeror, the Joint Financial Advisers and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

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

- processing your acceptance and verification of your compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Offer Share(s) out of your name(s);
- maintaining or updating the relevant 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 agents, such as the Joint Financial Advisers and the Registrar;
- · compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- · establishing your entitlements under the Offer;
- 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 or to enable
 the Offeror, the Joint Financial Advisers and/or the Registrar to discharge their
 obligations to the Shareholders and/or regulators and other purposes 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 will be kept confidential but the Offeror and the Joint Financial Advisers 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 and/or its agent(s), such as the Joint 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, the Joint Financial Advisers 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 your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, the Joint Financial Advisers and/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, the Joint Financial Advisers and/or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror, the Joint Financial Advisers 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, the Joint Financial Advisers and/or the Registrar (as the case may be).

5. Retention of personal data

The Offeror, the Joint Financial Advisers and the Registrar will keep the personal data provided in the Form of Acceptance 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.

BY SIGNING THIS FORM OF ACCEPTANCE, 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、聯席財務顧問及過戶登記處有關個人資料及香港法例第486章《個人資料(私隱)條例》(「該條例」)的政策及慣例。

1. 收集 閣下個人資料的原因

如 閣下就要約股份接納要約, 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 閣下之接納被拒或受到延誤。如所提供的資料不準確, 閣下須即時知會要約人、聯席財務顧問及/或過戶登記處。

2. 用途

閣下於本接納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 閣下之接納及核實 閣下是否已遵循本接納表格及綜合文件載列的條款及申請手續;
- 登記以 閣下名義作出之要約股份轉讓;
- 保存或更新有關之本公司股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 發佈要約人及/或其代理(如聯席財務顧問及過戶登記處)之通訊;
- 編製統計資料及股東概況;
- 按法例、規則或規例(無論法定或其他規定)作出披露;
- 確立 閣下於要約下之權益;
- 有關要約人、本公司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,或以便要約人、聯席財務 顧問及/或過戶登記處履行彼等對股東及/或監管機構的責任及 股東可能不時同意或知悉的其他用途。

3. 轉交個人資料

於本接納表格所提供之個人資料將作為機密資料保存,惟要約人、聯席財務顧問及/或過戶登記處為達致上述或有關任何上述之用途,可能作出彼等認為必須之查詢,以確認個人資料之準確性,尤其彼等可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港境外的地區)該等個人資料:

- 要約人及/或其代理,如聯席財務顧問及過戶登記處;
- 為要約人、聯席財務顧問及/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人、承包商或第三方服務供應商;
- 任何監管或政府機構;
- 與 閣下進行交易或建議進行交易的任何其他人士或機構,如 閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約人、聯席財務顧問及/或過戶登記處認為必須或適當之情況下之任何其他人士或機構。

4. 獲取及更正個人資料

該條例規定, 閣下有權確認要約人、聯席財務顧問及/或過戶登記處是否持有 閣下之個人資料,並獲取該資料文本,以及更正任何錯誤資料。依據該條例之規定,要約人、聯席財務顧問及/或過戶登記處有權就處理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、聯席財務顧問及/或過戶登記處(視情況而定)。

5. 保留個人資料

要約人、聯席財務顧問及過戶登記處將按收集個人資料之用途需要保留接納 表格內所提供之個人資料。無需保留之個人資料將會根據該條例予以銷毀或 處理。

閣下一經簽署本接納表格即表示同意上述所有條款。