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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the composite document dated 21 March 2014 (the "Composite Document") jointly issued by CNQC Development Limited and Sunley Holdings Limited (the "Company").
除文義另有所指外，本表格所用詞彙與青建發展有限公司及新利控股有限公司（「公司」）聯合刊發日期為二零一四年三月二十一日的綜合文件（「綜合文件」）所界定者具相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.
接納及過戶表格在 閣下欲接納要約時適用。



SUNLEY HOLDINGS LIMITED

新利控股有限公司

(incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)
(Stock code: 1240)
(股份代號: 1240)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF

SUNLEY HOLDINGS LIMITED
新利控股有限公司
已發行股本中每股面值0.01港元普通股之接納及過戶表格

All parts should be completed 每項均須填寫

Hong Kong branch share registrar: Tricor Investor Services Limited
26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong
(on or after 31 March 2014, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong)
香港股份過戶登記分處：卓佳證券登記有限公司
香港灣仔皇后大道東28號金鐘匯中心26樓
(於二零一四年三月三十一日或之後，香港皇后大道東183號合和中心22樓)

<p>Note: Insert the total number of Shares for which the Offer is accepted. 附註： 請填上接納要約的股份總數。</p>	<p>FOR THE CONSIDERATION stated below, the "Transferor(s)" named below 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 Composite Document. 下述「轉讓人」謹此按下列對價，根據本表格及綜合文件載列的條款及條件，向下述「承讓人」轉讓以下註明其持有每股面值0.01港元的股份。</p>		
	<p>Number of Share(s) to be transferred (Note) 將予轉讓的股份數目(附註)</p>	<p>FIGURES 數目</p>	<p>WORDS 大寫</p>
	<p>Share certificate number(s) 股票號碼</p>		
	<p>TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)</p>	<p>Surname(s) or company name(s) 姓氏或公司名稱</p>	<p>Forename(s) 名字</p>
		<p>Address(es) or Registered Address(es) 地址或註冊地址</p>	
			<p>Telephone number 電話號碼</p>
<p>CONSIDERATION 對價</p>	<p>HK\$2.40 in cash for each Share 每股股份現金2.40港元</p>		
<p>TRANSFEEE 承讓人</p>	<p>Name: 名稱: Correspondence address: 通訊地址: Occupation: 職業:</p>	<p>CNQC Development Limited 青建發展有限公司 No. 5 Nan Hai Zhi Road, Shinan District, Qingdao, Shandong Province, China 中國山東省青島市市南區南海支路5號 Corporation 法團</p>	

Signed by or for and 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

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Signature(s) of Transferor(s)/company chop, if applicable
轉讓人簽署/公司印鑑(如適用)

Date of submission of this Form of Acceptance and Transfer
提交本接納及過戶表格的日期

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

Do not complete 請勿填寫本欄

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

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Date of transfer 轉讓日期

For and on behalf of
代表
CNQC Development Limited
青建發展有限公司

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理人簽署

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

If you have sold or transferred all your Share(s), you should at once hand this form and the Composite Document to the purchaser(s) or 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 onward 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 in which they are resident. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions or keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions 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 and the compliance with all other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes. The Offeror, the Company, their respective ultimate beneficial owners and parties acting in concert, HSBC, CISIC, PwC, the Registrar or any of their respective directors, officers, advisers, associates, agents or any persons involved in the 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 Offer by you will be deemed to constitute a warranty by you that you are permitted under all 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. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read this form in conjunction with the Composite Document before completing this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance and Transfer.

To accept the Offer made by **HSBC on behalf of the Offeror to acquire your Shares at a cash price of HK\$2.40 per Share**, you should complete and sign this form overleaf and forward this form, 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 not less than such number of Shares in respect of which you wish to tender under the Offer, by post or by hand, marked "Sunley Holdings Limited Share Offer" on the envelope, to the Registrar at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong (from the date of the Composite Document to 30 March 2014) or at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong (from 31 March 2014 to the Closing Date) as soon as possible after the receipt of the Composite Document, but in any event to be received by the Registrar by no later than 4:00 p.m. on Friday, 11 April 2014 (Hong Kong time) or such later time and/or date as the Offeror may determine, and the Offeror and the Company may jointly announce with the consent of the Executive in accordance with the Takeovers Code.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and HSBC

1. My/Our execution of this form overleaf (which shall be duly completed pursuant to Appendix I to the Composite Document, and whether or not it is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by HSBC on behalf of the Offeror, as contained in the Composite Document, for the consideration 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;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or HSBC 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 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 (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), subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to the Registrar together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or HSBC 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 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 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 as soon as possible but in any event within 7 Business Days after 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.)
Name: (in block letters)
Address: (in block letters)
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or HSBC 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 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;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or HSBC and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Offer 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 accept my/our Share(s) tendered for acceptance under the Offer including, but not limited to the insertion of a date in this form where the form is undated;
 - (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 Share(s) (together with all rights accruing or attaching to them as at the date of the Composite Document or subsequently being attached to them, including, without limitation, the rights to receive all future dividends and other distributions, declared, made or paid, if any, by the Company on or after the date on which the Offer is made, i.e., the date of the Composite Document, except the Special Dividend) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all Encumbrances;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or HSBC and/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;
 - (h) my/our appointment of the Offeror and/or HSBC 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 Offer becomes unconditional in all respects and thereafter be irrevocable; and
 - (i) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer.
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 and HSBC that (i) the Shares held by me/us to be acquired under the Offer (together with all rights accruing or attaching to them as at the date of the Composite Document or subsequently being attached to them, including, without limitation, the rights to receive all future dividends and other distributions, declared, made or paid, if any, by the Company on or after the date on which the Offer is made, i.e., the date of the Composite Document, except the Special Dividend) are sold free from all Encumbrances; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, HSBC, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and I/we 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.
 3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Share(s) 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 Share(s) to the Offeror by way of acceptance of the Offer.
 4. In the event that my/our acceptance 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 or any one of 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 and address stated 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: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror and/or HSBC 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 you and the Company that I/we have satisfied the laws of all relevant jurisdictions in connection with my/our acceptance of the 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, regulatory and/or legal requirements.
 6. I/We warrant to you and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in any relevant jurisdiction in connection with my/our acceptance of the Offer.
 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 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 this form, 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 Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
 9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, HSBC 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 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 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong (on or after 31 March 2014, 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; 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.
 10. I/We acknowledge that, save as expressly provided in the Composite Document and this form, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

本表格乃重要文件，請即處理。如閣下對本表格任何方面或應採取的行動有任何疑問，應諮詢閣下的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。

閣下如已售出或轉讓名下所有股份，應立即將本表格連同綜合文件交予買主或承讓人，或經手買賣或轉讓的銀行、持牌證券交易商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

向海外股東提出要約或會受彼等居駐的有關司法權區法律禁止或影響。倘閣下為海外股東，閣下應自行就有關要約於相關司法權區的影響徵詢適當的法律意見，或瞭解及遵守任何適用法律或監管規定。倘閣下欲接納要約，則閣下本身有責任就接納要約全面遵守所有相關司法權區的法律及規例，包括但不限於取得任何可能必須的政府、外匯管制或其他同意及任何登記或存檔，並遵守一切其他必要手續、監管及／或法律規定，並須支付任何轉讓稅或其他稅金。要約方、公司、彼等各自的最終實益擁有人及一致行動人士、滙豐、中投證券、羅兵咸、過戶處或彼等各自的任何董事、高級人員、顧問、聯繫人、代理或參與要約的任何人士均有權獲全面彌償保證及毋須就閣下可能須支付的任何稅項承擔任何責任。閣下接納要約，將被視為表示閣下保證，表示閣下根據所有適用法律及法規可收取及接納要約(包括任何有關修訂)，而該接納根據所有適用法律及法規為有效及具約束力。建議閣下就決定是否接納要約諮詢專業意見。

本表格填寫方法

股東務請先閱讀本表格及綜合文件後始填寫本表格。綜合文件附錄一的條文已收錄在本接納及過戶表格內，並構成其中一部分。

如欲接納滙豐代表要約方以現金每股股份2.40港元的價格收購閣下所持股份提出的要約，閣下應填妥及簽署本表格的背頁，並將本表格連同不少於閣下有意根據要約所交付股份數目的有關股票(「股票」)及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的項或多項彌償保證)(信封面須註明「新利控股有限公司股份要約」)，於收訖綜合文件後盡快郵寄或親身送交過戶處，地址為香港灣仔皇后大道東28號金鐘匯中心26樓(由綜合文件日期起至二零一四年三月三十日)，或香港皇后大道東183號合和中心22樓(由二零一四年三月三十一日至截止日期)，惟無論如何不遲於香港時間二零一四年四月十一日星期五下午四時正或要約方在執行人員同意下根據《收購守則》可能釐定及要約方與公司聯合公告的較後日期及／或時間送達過戶處。

要約的接納及過戶表格

致：要約方及滙豐

- 本人／吾等一經簽署本表格的背頁(表格須根據綜合文件附錄一正式填妥，而不論有否註明日期)，本人／吾等的承繼人及受讓人將受此約束，並表示：
 - 本人／吾等就本接納及過戶表格上所註明數目的股份，按綜合文件所載對價及受限於綜合文件及本表格所述條款及條件，不可撤回地接納由滙豐代表要約方提出的綜合文件所述要約；
 - 本人／吾等不可撤回地分別指示及授權要約方及／或滙豐及／或任何彼等各自的代理，代表本人／吾等交回隨附經本人／吾等正式簽署的過戶收據及／或其他所有權文件(如有)(及／或就此所需任何符合要求的項或多項彌償保證)，憑此向公司或過戶處領取本人／吾等就股份應獲發的股票，並將有關股票送交過戶處，且授權及指示過戶處根據要約的條款及條件持有該等股票，猶如該等股票已連同本表格一併交回過戶處；
 - 本人／吾等不可撤回地分別指示及授權要約方及／或滙豐及／或任何彼等各自的代理，就本人／吾等根據要約的條款應得的現金對價(減本人／吾等就有關接納要約應付的賣方從價印花稅)，以「不得轉讓一只滙入抬頭人賬戶」方式向本人／吾等開出劃線支票，盡快及無論如何須於過戶處接獲所有相關文件日期起計7個營業日內以平郵方式按以下地址寄予以下人士(或如無填上姓名及地址，則按公司股東名冊所示登記地址，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／吾等自行承擔)，致使接納要約完成及有效；
(附註：如收取支票的人士並非登記股東或名列首位的聯名登記股東，則請在本欄填上該名人士的姓名及地址。)
姓名：(請用正楷填寫).....
地址：(請用正楷填寫).....
 - 本人／吾等不可撤回地分別指示及授權要約方及／或滙豐及／或任何其他可能就此指定的人士，代表本人／吾等以根據要約出售股份賣方的身分，訂立及簽立香港法例第117章《印花稅條例》第19(1)條所規定的成交單據，並按該條例的規定繳付印花稅及安排在本表格背書證明；
 - 本人／吾等不可撤回地分別指示及授權要約方及／或滙豐及／或任何其他可能指定的人士，代表本人／吾等填妥及簽立與本人／吾等接納要約有關的任何文件，以及採取任何其他必須或適當的行動，以使本人／吾等就接納要約所涉及及股份歸屬於要約方或其可能指示的人士所有，包括但不限於在並無註明日期的本表格加上日期；
 - 本人／吾等承諾於必需或適當時簽立相關其他文件及採取相關行動及事宜，以確保就接納要約所交付本人／吾等的股份(連同於綜合文件日期其應有或附帶或其後所附帶的一切權利，包括但不限於收取公司於提出要約當日(即綜合文件日期，特別股息除外)所宣派、支付或作出的未來股息及其他分派(如有)之權利)轉讓予要約方或其可能指定的人士，概不附帶任何產權負擔；
 - 本人／吾等同意追認要約方及／或滙豐及／或任何彼等各自的代理或其可能指定的人士，行使本表格所載任何授權時作出或進行的任何行動或事宜；
 - 本人／吾等委任要約方及／或滙豐為本人／吾等就本表格有關的全部股份的委任代理人，該授權書於要約在各方面成為無條件的日期及時間起生效，且隨後不得撤回；及
 - 本人／吾等同意要約方及所有要約接納將受香港法例監管，並按其詮釋，而香港法院對因要約產生的任何爭議具有獨家司法管轄權。
- 本人／吾等明白本人／吾等接納要約，將被視為表示本人／吾等向要約方及滙豐保證(i)出售根據要約收購的本人／吾等所持股份(以及該等股份於綜合文件日期所應有或所附帶或其後所附帶的一切權利，包括但不限於收取公司於提出要約當日(即綜合文件日期，特別股息除外)所宣派、支付或作出的一切未來股息及其他分派(如有)之權利)，概不附有任何產權負擔；及(ii)本人／吾等並無採取或不採取任何行動而將引致或可能引致要約方、滙豐、公司或任何其他人士違反任何地區與要約或本人／吾等接納要約有關的法律或監管規定，且本人／吾等根據所有適用法律及法規獲准收取及接納要約(及其任何修訂)，而根據所有適用法律及法規，該接納為有效及具約束力。
- 本人／吾等謹此向閣下保證及聲明，本人／吾等為本表格所列明股份的登記持有人，而本人／吾等擁有全部權利、權力及權限，藉接納要約的方式向要約方出售及轉讓本人／吾等所持股份的所有權及擁有權。
- 倘根據要約的條款，本人／吾等的接納被視作無效，且上文第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或其中任何一方將本人／吾等的股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的項或多項彌償保證)，連同已正式註銷的本表格一併寄回上述第1(c)段所指人士及地址，如並無填寫姓名及地址，則按公司股東名冊所示登記地址以平郵方式寄回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／吾等自行承擔。
附註：倘閣下寄發一份或以上過戶收據，及同時於閣下接納要約後，要約方及／或滙豐及／或任何彼等各自的代理已代表閣下向公司或過戶處領取有關股票，閣下將獲發還該等股票而並非過戶收據。
- 本人／吾等向閣下及公司保證，本人／吾等符合所有相關司法權區內有關本人／吾等接納要約的法律規定，包括取得所有可能必須的一切政府、外匯管制或其他同意及任何註冊或存檔及遵守所有必要的正式手續、監管及／或法律規定。
- 本人／吾等向閣下及公司保證，本人／吾等將全面負責支付任何相關司法權區就本人／吾等接納要約應付的轉讓稅或其他稅金及徵費。
- 本人／吾等茲附上本人／吾等所持全部／部分股份的有關股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的項或多項彌償保證)，由閣下根據要約的條款及條件予以保存。本人／吾等明白將不會就本表格、股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的項或多項彌償保證)獲發收據。本人／吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人／吾等自行承擔。
- 本人／吾等承認透過接納要約而向要約方出售本人／吾等的股份，將以要約方或其代名人的名義登記。
- 本人／吾等就已接納或被視為已接納要約所涉及及股份，而其接納並未被有效撤回及並無按要約方的名義或按其指示登記，向要約方、滙豐及公司不可撤回地承諾、聲明、保證及同意(以約束本人／吾等的繼承人及受讓人)：
 - 本人／吾等授權公司及／或其代理將須向本人／吾等作為公司股東寄發的任何通告、函函、認股權證或其他須予寄發的文件或通訊(包括任何股票及／或將該等股份轉為證書形式而發出的其他所有權文件)，寄送予過戶登記處，地址為香港灣仔皇后大道東28號金鐘匯中心26樓(於二零一四年三月三十一日或之後，香港皇后大道東183號合和中心22樓)；
 - 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，同意縮短公司股東大會通知期及／或出席及／或簽立該等股份的代表委任表格，以委任要約方提名的任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使該等股份附帶的投票權，而該等投票權將以要約方全權酌情釐定的方式作出投票；及
 - 本人／吾等同意，在末得要約方同意的情況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，或委任代表出席股東大會，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(而該代表並非要約方或其代名或獲委任人士)出席該等大會並會上投票，則本人／吾等謹此撤回有關委任。
- 本人／吾等確認，除綜合文件及本表格明文規定者外，在此作出的所有接納、指示、授權及承諾均不得撤回及為無條件。

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy 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, HSBC and the Registrar in relation to personal data and the Privacy 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. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Offeror and/or the Registrar immediately of any inaccuracies in the data supplied.

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 or compliance with the terms and application procedures set out in this form and the Composite 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 verifications or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror, HSBC and/or agent(s) such as its financial adviser and 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, HSBC or the Registrar; and
- any other incidental or associated purposes relating to the above

and/or to enable the Offeror, HSBC 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, HSBC 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, HSBC and/or agent(s) such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who share offer administrative, telecommunications, computer, payment or other services to the Offeror, HSBC 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, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, HSBC and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, HSBC 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 Privacy Ordinance, the Offeror, HSBC 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, HSBC and/or the Registrar (as the case may be).

BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

香港法例第486章《個人資料(私隱)條例》(「私隱條例」)的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、滙豐及過戶登記處有關個人資料及私隱條例的政策及慣例。

1. 收集閣下個人資料的原因

如閣下就本身的股份接納要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤，亦可能妨礙或延誤寄發閣下於要約項下有權收取的對價。如所提供的資料不準確，閣下須即時知會要約人及／或過戶登記處。

2. 用途

閣下於本表格提供的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：

- 處理閣下的接納及核實或遵循本表格及綜合文件所載列條款及申請手續；
- 登記以閣下名義轉讓股份；
- 保存或更新有關股份持有人登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下根據要約有權取得的配額；
- 自要約人、滙豐及／或代理(例如其財務顧問)及過戶登記處收取通訊；
- 編製統計資料及股東概覽；
- 按法律、規則或規例(無論法定或以其他方式)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人、滙豐或過戶登記處業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及／或以便要

約人、滙豐及／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不時同意或獲悉的其他用途。

3. 轉交個人資料

本表格提供的個人資料將作為機密資料妥當保存，惟要約人、滙豐及／或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的查詢，以確認個人資料的準確性，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、滙豐及／或代理(例如其財務顧問)及過戶登記處；
- 向要約人、滙豐及／或過戶登記處就其業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、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的任何其他人士或機構，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、滙豐及／或過戶登記處認為必需或適當情況下的任何其他人士或機構。

4. 存取及更正個人資料

根據私隱條例的規定，閣下有權確認要約人、滙豐及／或過戶登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。依據私隱條例的規定，要約人、滙豐及過戶登記處有權就獲取任何資料的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的所有要求，須提交要約人、滙豐及／或過戶登記處(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。