Unless the context otherwise requires, terms used in this form have the same meanings as defined in the composite document dated 21 September 2007 jointly issued by Enric Energy Equipment Holdings

Unless the context otherwise requires, terms used in this form have the same meanings as defined in the composite document dated 21 September 2007 jointly issued by Enric Energy Equipment Holdings Limited and Charm Wise Limited and Charm Wise Limited the Composite Document"). 除非文義另有指明,否則本表格所採用詞彙與安瑞科能源裝備控股有限公司及Charm Wise Limited於二零零七年九月二十一日聯合刊發之綜合文件(「綜合文件」)所界定者具相同涵義。 The Stock Exchange of Hong Kong Limited takes no responsibility for the contents of this form, 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. 香港聯合交易所有限公司及香港中央結算有限公司對本表格之內容概不負責。對其準確性或完整性亦不發表任何聲明,並明確表示概不就因本 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素維任何責任。 FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

閣下如欲接納股份收購,請使用本接納及過戶表格。



# 安瑞科能源裝備控股有限公司 **Enric Energy Equipment Holdings Limited**

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

(Stock code: 3899) (股份代號:3899)

## FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF ENRIC ENERGY EQUIPMENT HOLDINGS LIMITED

安瑞科能源裝備控股有限公司 已發行股本中每股面值 0.01港元之股份 之接納及過戶表格

# To be completed in all respects 每項均須填寫

Branch Registrar in Hong Kong: Computershare Hong Kong Investor Services Limited 股份過戶登記處香港分處: 香港中央證券登記有限公司 Rooms 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東183號合和中心17樓1712至1716室

Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted, you will be deemed to have accepted the Share Offer in respect of your entire registered holding of Shares.

請填寫接納股份 收購之股份總數: 如無填寫數目或 如填寫之數目超 個下登記持有之股份,則 閣 下被視為就名下 全部登記持有之 股份接納股份收 購。

PLEASE	
DO NOT	
DATE	
請勿填宮日期	

FOR THE CONSIDERATION stated below, the "Shareholder(s)" named below does/do hereby transfer(s) to the "Transfe	eree
named below the Share(s) held by the Shareholder(s) specified below.	

下述「股東」謹此按下列代價 ,向下述「承讓人」轉讓以下註明其所持有之股份。

Number of Shares to be transferred 將予轉讓股份數目	FIGURES 數字	WORD	os 大寫	
Share certificate number(s) 股票號碼				
SHAREHOLDER(S) name(s) and address in full 股東 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s)/Company nan 姓氏/公司名稱	me(s)	Other name(s) 名字	
	Registered address 登記地址			
			Telephone number 電話號碼	
CONSIDERATION 代價	HK\$5.92 in cash for each 每股股份現金5.92港元	Share		
TRANSFEREE 承讓人	Name Correspondence Address Occupation	名稱 : 通訊地址 : 職業 :	Charm Wise Limited P.O. Box 957, Offshore Incorporations Centr Road Town, Tortola, British Virgin Islands Corporation 公司	re,
SIGNED by the parties to this transfer,	this day of	2007 轉讓雙	方簽署日期:二零零七年 月 日	
holder(s) in the presence of:				

Signed by the Share 股東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:	_

ALL JOINT HOLDERS MUST SIGN HERE 所有聯名股東 均須於本欄 簽署

Occupation of Witness 見證人職業: Signature(s) of Shareholder(s)

Signed by or 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:

Do not complete 請勿填寫本欄

股東签署

For and on behalf of 代表 Charm Wise Limited

> Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署

#### THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this form 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 transferred all your Shares, you should at once hand this form and the accompanying Composite 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).

China Merchants is making the Share Offer on behalf of Charm Wise Limited. The making of the Share Offer to the 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 on, inform yourself about and observe any applicable legal requirement. It is your responsibility if you wish to accept the Share Offer to satisfy yourself 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 and the compliance with other necessary formalities or legal requirements. The Offeror, China Merchants 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 should be read in conjunction with the accompanying Composite Document.

#### HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Composite Document before completing this form. To accept the Share Offer made by China Merchants for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$5.92 per Share, you should complete and sign this form overleaf and forward this entire 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 indemnity or indemnities required in respect thereof by post or by hand, in an envelope marked "Enric Energy Equipment Holdings Limited Share Offer" to the Registrar, Computershare Hong Kong Investor Services Limited at Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible, but in any event not later than 4:00 p.m. on Friday, 12 October 2007 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeover Code or as permitted by the Executive in accordance with the Takeovers Code. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

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

#### To: The Offeror and China Merchants

- 1. My/Our execution of this form (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our acceptance of the Share Offer made by China Merchants 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 or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holder(s) of, in respect of all such Shares as to which I/we am/are registered as the holder(s);
  - (b) my/our irrevocable instruction and authority to any of China Merchants, the Company, the Offeror or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities 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 was/were delivered to the Registrar together with this form;
  - (c) my/our irrevocable instruction and authority to each of the Offeror and/or China Merchants and/or any of their respective agent(s) to send a cheque crossed "Not negotiable account payee only" drawn in favour of the person named below or, if no name is stated below, in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Share Offer (less seller's ad valorem stamp duty payable by me/ us), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of the Company;

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

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or China Merchants 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 Shares to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
- (e) my/our irrevocable instruction and authority to each of the Offeror and/or China Merchants and/or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer including, without limitation, to insert a date in this form or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this form and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Shares;
- (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 third party rights, liens, claims, charges, options, adverse interests, equities and encumbrances and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive all dividends and distributions declared, made or paid, if any, on or after the date of transfer of your Shares; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or China Merchants or any of their agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
- 2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and China Merchants that the Shares to be acquired under the Share Offer are sold free from all third party rights, liens, claims, charges, options, adverse interests, equities and encumbrances and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive dividends and distributions declared, made or paid, if any, on or after the date of transfer of your Shares.
- 3. I/We warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer free from all third party rights, liens, claims, charges, options, adverse interests, equities and encumbrances and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive all dividends and distributions declared, made or paid, if any, on or after the date of transfer of your Shares.
- 4. 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 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 (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by 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 firstnamed of us (in the case of joint registered shareholders) at the registered address shown in the register of members of the Company.

Note: If you submit the transfer receipt(s) upon acceptance of the Share Offer and in the meantime the relevant Share Certificate(s) is/are collected by any of the Offeror and/or China Merchants or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).

- 5. I/We warrant to the Offeror and the Company that I/we have satisfied 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 consent and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.
- 6. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes 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.
- 7. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (if any) and/or any 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 and transfer, Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (if any) and/or any indemnity or indemnities required in respect thereof will be given.
- 8. I/We acknowledge that my/our Shares to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee

本表格乃重要文件,請立即處理。

閣下如對本接納及過戶表格任何方面或應採取之行動有任何疑問<sup>,</sup>應諮詢持牌證券商或證券註冊機構、銀行經理、律師、專業會計師或其他 專業顧問。

閣下如已將名下之股份全部售出或轉讓,應立即將本接納及過戶表格連同隨附之綜合文件一併送交買主或承讓人,或經手買賣或轉讓之銀行、持牌證券商、註冊證券機構或其他代理,以便轉交買主或承讓人。

招商證券正代表Charm Wise Limited提出股份收購。向海外股東提出股份收購或會受到有關司法權區之法例禁止或影響。倘 閣下為海外股東, 閣下應尋求適當法律意見、自行瞭解及遵守任何適用法律之規定。任何海外股東如欲接納股份收購,須自行信納全面遵守有關司法權區之法例,包括獲得任何所需之政府或其他方面之同意,並遵守其他所需手續、外匯管制或法律規定。 閣下亦須負責任何過戶費用或其他稅項及應有關司法權區徵收而應付之稅款。收購方、招商證券及參與股份收購之任何人士有權就 閣下可能需要繳付之任何稅項獲全數賠償及毋須為此承擔任何責任。 閣下提交股份收購之接納書,將構成 閣下作出之保證, 閣下根據一切適用法例獲准接受及接納股份收購及任何有關修訂,而此接納書根據所有適用法例為有效及具約東力。

本接納及過戶表格應連同綜合文件一併閱覽。

# A. (\*\* m T # 1# # #)

## 本表格填寫方法

股東於填寫本表格前,務請先閱讀綜合文件。為接納招商證券代表收購方按每股股份5.92港元之現金價格收購 閣下之股份所提出之股份收購,請填妥及簽署背頁之本表格,並將整份表格,連同就有關股票(「股票」)及/或過戶收據及/或任何其他權證文件(及/或就此所需之一份或多份彌償保證書)放入信封,信封面註明「安瑞科能源裝備控股有限公司股份收購」),一併以郵寄或專人送交方式盡快送抵股份過戶登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712至1716室,無論如何不得遲於二零零七年十月十二日星期五下午四時正,或收購方根據收購守則所釐定及公告或執行理事根據收購守則批准之較後時間及/或日期前送達股份過戶登記處。綜合文件附錄一之條文已載入及構成本表格之一部份。

## 股份收購之接納及過戶表格

## 致: 收購方及招商證券

- 1. 本人/吾等一經簽立本表格(無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:
  - (a) 本人/吾等就本表格上所註明數目之股份,按照及根據綜合文件及本表格所述之代價、條款及條件接納綜合文件所載由招商證券代表收購方提出之股份收購,如未有填寫股份數目或填上之數目超過本人/吾等以登記持有人名義持有者,則接納收購本人/吾等名下登記持有之全部股份;
  - (b) 本人/吾等不可撤回地指示及授權收購方及/或招商證券、 貴公司、收購方或及/或彼等各自任何代理,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/或其他權證文件(如有)(及/或就此所需任何可信納之一份或多份彌償保證書), 憑此向本公司或股份過戶登記處領取本人/吾等就股份應獲發之股票,並將有關股票送交股份過戶登記處,以及授權及指示股份過戶登記處按照及根據股份收購之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股份過戶登記處論;
  - (c) 本人/吾等不可撤回地指示及授權收購方及/或招商證券及/或彼等各自任何代理,就本人/吾等根據股份收購之條款應得之 現金代價(扣除本人/吾等應付之賣方從價印花稅),以「不得轉讓一只准入抬頭人賬戶」方式向本人/吾等開出劃線支票,然後 以平郵按以下地址寄予下述人士;如無填上姓名及地址,則按 貴公司之股東登記名冊所示登記地址,寄予本人或吾等當中名列 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:如收取支票之人士並非登記股東或名列首位之聯名登記股東,則請在本欄填上該名人士之姓名及地址,)

姓名.	(	 	 
地址:		 	 

- (d) 本人/吾等不可撤回地指示及授權收購方及/或招商證券及/或彼等其中一方可能就此指定之人士,代表本人/吾等以根據股份收購出售股份之賣方身份,訂立及簽署香港法例第117章印花稅條例19(1)節所規定須訂立及簽署之賣賣單據,並根據該條例規定安排在本表格加蓋印花及背書證明;
- (e) 本人/吾等不可撤回地指示及授權收購方及/或招商證券及/或彼等其中一方可能指定之人士,代表本人/吾等就本人/吾等接納股份收購填寫、修改及簽立任何文件,包括但不限於在本表格填上日期,或如本人/吾等或任何其他人士已填上日期,則刪去該日期,然後填上另一日期,以及於本表格上填寫、刪去、修改或替換承讓人,以及採取任何其他必需或權宜之行動,以便將本人/吾等之股份轉歸於收購方及/或其可能指定之該名或該等人士所有;
- (f) 本人/吾等承諾於必需或適當時簽立其他文件並採取其他行動,以進一步確保本人/吾等轉讓予收購方或其可能指定之該名或該等人士之股份,乃免除一切第三方權利、留置權、索償、抵押、選擇權、不利權益、衡平權及產權負擔,並連同就此產生或附帶之一切權利,包括但不限於轉讓 閣下股份日期或之後所宣派、作出或派付之股息及分派(如有)之權利;及
- (g) 本人/吾等同意追認收購方或招商證券或彼等任何代理或彼等任何一方可能指定之該名或該等人士,於行使本表格所載任何權利時所作出或進行之任何行動或事宜。
- 2. 本人/吾等明白本人/吾等提交股份收購接納書,將被視為表示本人/吾等向收購方及招商證券保證,根據股份收購將被收購之股份,於出售時乃免除一切第三方權利、留置權、索償、抵押、選擇權、不利權益、衡平權及產權負擔,並連同於綜合文件日期就此產生或附帶之一切權利,包括但不限於轉讓 閣下股份日期或之後所宣派、作出或派付之股息及分派(如有)之權利。
- 3. 本人/吾等保證,本人/吾等擁有全部權利、權力及權限,透過接納 閣下股份收購之方式向收購方出售及轉讓本人/吾等所持股份 之所有權及擁有權,乃免除一切第三方權利、留置權、索償、抵押、選擇權、不利權益、衡平權及產權負擔,並連同於轉讓 閣下股份日期 就此產生或附帶之一切權利。
- 4. 倘若根據收購建議之條款,本人/吾等之接納書無效或被視作無效,則上文第1段所載一切指示、授權及承諾均告終止,在此情況下,本人/吾等授權並要求 閣下將本人/吾等之股票及/或過戶收據及/或任何其他權證文件(如有)(及/或就此所需之可信納之一份或多份彌償保證書),連同已正式註銷之本表格一併寄回上述第1(c)段列名之人士;如無填上姓名及地址,則按本公司股東登記名冊所示登記地址,寄回本人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:閣下於接納股份收購時提交過戶收據,而與此同時任何收購方及/或招商證券或彼等任何代理已代表 閣下向本公司或股份過戶登記處領取有關股票,則 閣下將獲簽還有關股票,而並非上述過戶收據。

- 5. 本人/吾等向收購方及本公司保證,本人/吾等已符合本人/吾等於本公司股東登記名冊所列地址所處司法權區有關本人/吾等接納股份收購之法例規定,包括取得任何政府、外匯管制或其他同意,以及遵循一切必需法律手續、法律或監管規定而可能須遵守之任何登記或存檔。
- 6. 本人/吾等向收購方及本公司保證,本人/吾等將就支付任何過戶費用或其他稅項或本人/吾等於本公司股東名冊所載之司法權區 徵收而應付之稅款承擔全部責任。
- 7. 本人/吾等茲附上本人/吾等所持全部/部分股份之有關股票及/或過戶收據及/或任何其他權證文件(如有)(及/或就此所需之一份彌償保證書),由 閣下按照收購建議之條款及條件予以保存。本人/吾等明白將不會就任何接納及過戶表格、股票及/或過戶收據及/或任何其他權證文件(如有)及/或就此所需之任何一份或多份彌償保證書獲發收訖通知書。
- 8. 本人/吾等確認以接納股份收購方式轉予收購方之本人/吾等之股份將以收購方或其代理人名義登記。

#### Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (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 Charm Wise Limited and the Registrar in relation to personal data and the Privacy Ordinance.

# 1. Reasons for the collection of your personal data

To accept the Share Offer for your Shares, you must provide the personal date 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 may be used, held and/ or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of compliance with the terms and application procedures set out in this form;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from Charm Wise Limited, China Merchants and/or their respective holding companies, subsidiaries or agents;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulation (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purposes in connection with the business of Charm Wise Limited, China Merchants and/or their respective holding companies, subsidiaries or agents and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/ or to enable Charm Wise Limited and China Merchants to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree.

## 3. Transfer of personal data

The personal data provided in this form will be kept confidential but Charm Wise Limited, China Merchants 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:

- Charm Wise Limited, China Merchants, their respective holding companies, subsidiaries or agents and/or the Registrar;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Registrar in connection with the operation of its business:
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as their bankers, solicitors, accountants or stockbrokers; and
- any other persons whom Charm Wise Limited, China Merchants and/ or the Registrar considers to be necessary or desirable in the circumstances

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

# 4. Access and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether Charm Wise Limited, China Merchants and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, Charm Wise Limited, China Merchants 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 directors of Charm Wise Limited or the Privacy Compliance Officer of the Registrar (as the case may be).

# 個人資料

# 收集個人資料聲明

個人資料(私隱)條例(「**私隱條例**」)之主要條文已於一九九六年十二月二十日在香港生效。本個人資料收集聲明知會 閣下有關Charm Wise Limited及股份過戶登記處就有關個人資料及私隱條例之政策及實務做法。

# 1. 收集 閣下個人資料之原因

倘 閣下欲就 閣下之股份而接納股份收購,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。這亦可能阻延寄發 閣下根據股份收購應得之代價。

# 2. 資料用途

閣下於本表格所提供之個人資料可以任何方式被採用、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所呈列之條款及申請程序而作出;
- 進行或協助進行核對簽名,以及核對或交換任何其他資料;
- 送遞Charm Wise Limited、招商證券及/或其各自之控股公司、 附屬公司或代理人所發出之通訊;
- 編製統計資料及股東資料;
- 遵照法例、規則或規例(不論法定或在其他方面)之要求作出披露;
- 披露有關資料以便加快進行申索或獲得所有權;
- 與Charm Wise Limited、招商證券及/或其各自之控股公司、附屬公司或代理人及/或股份過戶登記處之業務有關之任何其他用徐;及
- 與上述有關之任何其他附帶或相關用途及/或令Charm Wise Limited及招商證券得以履行彼等對股東及/或適用法規項下之 責任,以及股東可能不時同意之任何其他用途。

# 3. 向他人提供個人資料

本表格所載之個人資料將會保密,但Charm Wise Limited、招商證券及/或股份過戶登記處可能會作出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、取得或提供該等個人資料(不論在香港或香港以外地方):

- Charm Wise Limited、招商證券、彼等各自之控股公司、附屬公司或代理人及/或股份過戶登記處;
- 任何向股份過戶登記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、會計師或股票經紀;及
- Charm Wise Limited、招商證券及/或股份過戶登記處在該情況 下認為必需或適當之任何其他人士。

## 閣下簽署本表格即表示同意上述各項。

# 4. 查閱及更正個人資料

私隱條例賦予 閣下權利確定Charm Wise Limited、招商證券及/或股份過戶登記處是否持有 閣下之個人資料,以索取資料副本及更正任何不確資料。根據私隱條例, Charm Wise Limited、招商證券及/或股份過戶登記處有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或詢問關於政策及實務做法及所持之資料類別之要求,應向Charm Wise Limited之董事或股份過戶登記處屬下之私隱條例事務主任(視乎情況而定)提出。