

Unless the context otherwise requires, terms used in this PINK Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 10 February 2012 (the "Composite Document") issued jointly by KH Investment Holdings Limited, New Asia Media Development Limited and Culture Landmark Investment Limited.

除文義另有所指外，本粉紅色接納表格所用詞彙與KH Investment Holdings Limited 嘉匯投資控股有限公司*、新亞洲媒體發展有限公司及文化地標投資有限公司於二零一二年二月十日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

Hong Kong Exchanges 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 PINK 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 PINK 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粉紅色接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本粉紅色接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

PINK FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE CLN OFFER.

閣下如欲接納可換股借款票據要約，請使用本粉紅色接納及過戶表格。



KH INVESTMENT HOLDINGS LIMITED

嘉匯投資控股有限公司*

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(在開曼群島註冊成立及於百慕達存續之有限公司)

(Stock Code: 8172)

(股份代號: 8172)

**PINK FORM OF ACCEPTANCE AND TRANSFER
OF THE CONVERTIBLE LOAN NOTES DUE 24 SEPTEMBER 2013 ISSUED BY
KH INVESTMENT HOLDINGS LIMITED**

KH INVESTMENT HOLDINGS LIMITED 嘉匯投資控股有限公司*

發行於二零一三年九月二十四日到期之可換股借款票據之

粉紅色接納及過戶表格

To be completed in all respects 每項均須填寫

KH Investment Holdings Limited

嘉匯投資控股有限公司*

Unit 3407, 34/F, Shun Tak Centre, West Tower, 168-200 Connaught Road Central, Hong Kong

香港干諾道中168-200號信德中心西翼34樓3407室

Note:

You must insert the face value of the CLN for which the CLN Offer is accepted.

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby accepts the CLN Offer in respect of the CLN held by the Transferor(s) specified below and transfers to the Transferee such CLN subject to the terms and conditions contained herein and in the accompanying Composite Document.

下述「轉讓人」謹此接納可換股借款票據要約，按下列代價向下述「承讓人」轉讓以下註明轉讓人所持有之可換股借款票據，惟須遵守本表格及隨附之綜合文件內之條款及條件。

附註：
閣下必須填上接納可換股借款票據要約之可換股借款票據面值。

Face value of CLN to which this acceptance relates (Note) 是項接納涉及之可換股借款票據面值(附註)	AMOUNT 金額	WORDS 大寫
CLN certificate number(s) 可換股借款票據證書號碼		
CLN Holder'(s) name(s) and address(es) in full 可換股借款票據持有人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number: 電話號碼:
CONSIDERATION 代價	HK\$0.7187 in cash for each HK\$1 face value of the CLN 就每1港元面值之可換股借款票據之代價為現金0.7187港元	
TRANSFEEE 承讓人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	New Asia Media Development Limited 新亞洲媒體發展有限公司 Rooms 2501-2505, 25th Floor, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道26號華潤大廈25樓2501-2505室 Corporation 法團

Signed by or for and on behalf of 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:

Signature(s) of Transferor(s)

轉讓人簽署

Date of submission of this Pink Form of Acceptance

提交本粉紅色接納表格之日期

**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 the Transferee in the presence of:

承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:

This transfer is dated _____ 2012

是項轉讓的日期為二零一二年_____月_____日

For and on behalf of 代表

New Asia Media Development Limited

新亞洲媒體發展有限公司

Authorised Signatory(ies)
授權簽署人

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式獲授權代表

* For identification purposes only 僅供識別

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

If you are in any doubt as to any aspect of this PINK Form of Acceptance 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 otherwise transferred all your CLN, you should at once hand this PINK Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the 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 transferee(s).

REORIENT is making the CLN Offer on behalf of the Offeror. The making of the CLN Offer to the Overseas CLN Holder(s) may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas CLN Holder, you should obtain appropriate legal advice regarding the implications of the CLN Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. If you wish to accept the CLN Offer, it is your responsibility 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, REORIENT and any person involved in the CLN Offer shall be entitled to be fully and effectively indemnified and held harmless by you for all and any taxes as may be required to be paid in respect of your acceptance of the CLN Offer. Acceptance of the CLN Offer by you will constitute a warranty by you to the Offeror and KH Investment that you are permitted under all applicable laws to accept the CLN Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the CLN Offer.

This PINK Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS PINK FORM OF ACCEPTANCE

The CLN Offer is unconditional. CLN Holder(s) is (are) advised to read the Composite Document before completing this PINK Form of Acceptance. To accept the CLN Offer made by REORIENT on behalf of the Offeror, you should complete and sign this PINK Form of Acceptance overleaf and forward this entire form, together with the relevant CLN certificate(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the face value of the CLN in respect of which you wish to accept the CLN Offer, by post or by hand, marked "CLN Offer" on the envelope, to the company secretary of KH Investment at Unit 3407, 34/F, Shun Tak Centre, West Tower, 168-200 Connaught Road Central, Hong Kong as soon as practicable, but in any event so as to reach the company secretary of KH Investment by no later than 4:00 p.m. on Friday, 2 March 2012 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this PINK Form of Acceptance.

PINK FORM OF ACCEPTANCE IN RESPECT OF THE CLN OFFER

To: **The Offeror and REORIENT**

1. My/Our execution of this PINK Form of Acceptance shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the CLN Offer made by REORIENT 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 face value of CLN specified in this PINK Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or REORIENT 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 CLN Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the CLN 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 holders) at the address as shown in the register of CLN Holders maintained by KH Investment within 10 days of the receipt of all the relevant documents by the company secretary of KH Investment to render the acceptance under the CLN 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 holder(s) of the relevant CLN or the first-named of joint registered holders.)
Name: (in block capitals)
 - Address:** (in block capitals)
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or REORIENT 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 CLN to be sold by me/us under the CLN Offer and to cause the same to be stamped and to cause an endorsement to be made on this PINK Form of Acceptance in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or REORIENT 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 CLN Offer 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 CLN tendered for acceptance of the CLN Offer with effect thereon;
 - (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 CLN tendered for acceptance under the CLN 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 whatsoever and together with all rights accruing or attaching thereto on or after the date of the Joint Announcement; and
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or REORIENT or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein.
2. I/We understand that acceptance of the CLN Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and REORIENT that (i) the face value of CLN specified in this PINK Form of Acceptance are sold free from all third-party rights, liens, claims, charges, equities, and encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date of the Joint Announcement; and (ii) I/we have not taken or omitted to take any action which will or may result in KH Investment, the Offeror, REORIENT or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the CLN Offer or my/our acceptance thereof, and it is permitted under all applicable laws to receive and accept the CLN Offer, and any revision thereof, and the transfer of the CLN to which this acceptance relates and that such acceptance and transfer is valid and binding in accordance with all applicable laws.
 3. In the event that my/our acceptance is not valid in accordance with the terms of the CLN 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 relevant CLN certificate(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this PINK Form of Acceptance 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 holders) at the address as shown in the register of CLN Holders maintained by KH Investment within 10 days after the date of receipt by the company secretary of KH Investment of this PINK Form of Acceptance.
 4. I/We enclose the relevant CLN certificate(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 the relevant CLN which are to be held by you on the terms and conditions of the CLN Offer. I/We understand that no acknowledgement of receipt of any PINK Form of Acceptance, CLN certificate(s) and/or transfer receipt(s) (if applicable) 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 represent and warrant to the Offeror and KH Investment that I am/we are the CLN Holder(s) of the face value of CLN specified in this PINK Form of Acceptance. I/we have the full right, power and authority to sell and pass the title and ownership of my/our CLN to the Offeror by way of acceptance of the CLN Offer.
 6. I/We warrant to the Offeror and KH Investment that I/we have satisfied the laws of the jurisdiction where my/our address is located as set out in the records of KH Investment in connection with my/our acceptance of the CLN 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 regulatory or legal requirements.
 7. I/We warrant to the Offeror and KH Investment that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of CLN Holders maintained by KH Investment in connection with my/our acceptance of the CLN Offer.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and this PINK Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.
 9. I/We acknowledge that my/our CLN sold to the Offeror by way of acceptance of the CLN Offer will be registered under the name of the Offeror or its nominee.

本粉紅色接納表格乃重要文件，請立即處理。

閣下如對本粉紅色接納表格任何方面或應採取之行動有任何疑問，應諮詢 閣下的持牌證券商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之可換股借款票據全部售出或以其他方式轉讓，應立即將本粉紅色接納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。

瑞東正代表要約人提出可換股借款票據要約。向海外可換股借款票據持有人提出可換股借款票據要約或會受到有關司法權區之法例禁止或影響。倘 閣下為海外可換股借款票據持有人，閣下應就可換股借款票據要約於有關司法權區之影響尋求適當之法律意見，以遵守任何適用法律或監管規定。閣下如欲接納可換股借款票據要約，須自行信納全面遵守有關司法權區之法例及規例，包括(但不限於)獲得任何所需之政府、外匯管制或其他方面之同意，並遵守其他所需手續或監管或法律規定。閣下亦須負責任何過戶費用或其他稅項或徵費及應所有有關司法權區徵收而應付之稅款。要約人、瑞東及參與可換股借款票據要約之任何人士有權就 閣下接納可換股借款票據要約可能需要繳付之所有及任何稅項獲全數及有效之賠償及毋須為此承擔任何責任。閣下提交可換股借款票據要約之接納書，將構成 閣下向要約人及嘉滙投資作出之保證，閣下根據一切適用法例獲准接納可換股借款票據要約及任何有關修訂，而此接納書根據所有適用法例為有效及具約束力。建議 閣下就是否接納可換股借款票據要約尋求專業意見。

本粉紅色接納表格應連同隨附之綜合文件一併閱覽。

本粉紅色接納表格之填寫方法

可換股借款票據要約為無條件。可換股借款票據持有人於填妥本粉紅色接納表格前務須細閱綜合文件。閣下如欲接納瑞東代表要約人提出之可換股借款票據要約，應填妥及簽署本粉紅色接納表格背頁，連同 閣下欲接納可換股借款票據要約之可換股借款票據面值之相關證書及/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「可換股借款票據要約」)，於實際可行情況下盡快郵寄或專人送交嘉滙投資之公司秘書(地址為香港干諾道中168-200號信德中心西翼34樓3407室)，惟無論如何須於二零一二年三月二日(星期五)下午四時正或要約人根據收購守則可能決定及公佈之較後時間及/或日期前送達。綜合文件附錄一所載之條文納入本粉紅色接納表格並構成其中部份。

可換股借款票據要約之粉紅色接納表格

致： 要約人及瑞東

1. 本人/吾等一經簽立本粉紅色接納表格，本人/吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人/吾等按綜合文件及本粉紅色接納表格所述代價，按照並遵守當中所列條款及條件，就本粉紅色接納表格所註明之可換股借款票據面值，不可撤回地接納綜合文件所載由瑞東代表要約人提出之可換股借款票據要約；
- (b) 本人/吾等不可撤回地指示及授權要約人及/或瑞東或彼等各自之代理，各自就本人/吾等根據可換股借款票據要約之條款應得之現金代價(扣除本人/吾等有關本人/吾等接納可換股借款票據要約應付之賣方從價印花稅)，以「不得轉讓 — 只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後於嘉滙投資之公司秘書接獲一切有關文件致使可換股借款票據要約項下之接納為完整及有效之日(以較遲者為準)起計10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，則按本人在嘉滙投資之可換股借款票據持有人名冊所示地址，寄予本人或吾等當中所列首位者(如屬聯名登記持有人)，郵誤風險概由本人/吾等承擔；

(附註：倘收取支票之人士並非相關可換股借款票據之登記持有人或名列首位之聯名登記持有人，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)

- (c) 本人/吾等不可撤回地指示及授權要約人及/或瑞東及/或彼等其中一方可能就此指定之人士，代表本人/吾等以根據可換股借款票據要約出售可換股借款票據之賣方身份，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買賣單據，並根據該條例規定安排在本粉紅色接納表格加蓋印花及背書證明；
 - (d) 本人/吾等不可撤回地指示及授權要約人及/或瑞東及/或彼等其中一方可能指定之人士，各自代表本人/吾等填妥、修訂及簽署任何有關本人/吾等接納可換股借款票據要約之文件，以及自此辦理任何其他必需或權宜之行動，將本人/吾等提交接納可換股借款票據要約之可換股借款票據轉歸要約人及/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署有關其他文件及辦理有關其他手續及事項，以將本人/吾等根據可換股借款票據要約提交接納之可換股借款票據轉讓予要約人或其可能指定之有關人士，該等可換股借款票據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，並連同於初步聯合公佈日期或之後累算或附帶之一切權利；及
 - (f) 本人/吾等同意追認要約人及/或瑞東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。
2. 本人/吾等明白本人/吾等接納可換股借款票據要約，將被視為構成本人/吾等向要約人及瑞東保證(i)本粉紅色接納表格所註明可換股借款票據面值將在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，並連同於首次聯合公佈日期或之後累算或附帶之一切權利下出售；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嘉滙投資、要約人、瑞東或任何其他人士違反任何地區與可換股借款票據要約或本人/吾等的接納有關之法律或監管規定，且彼根據所有適用法例獲准收取及接納可換股借款票據要約(及其任何修訂)，以及該接納有關之可換股借款票據過戶文件，而根據所有適用法例，該接納過戶文件為有效及具有約束力。
3. 倘按可換股借款票據要約之條款本人/吾等之接納屬無效，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 閣下於嘉滙投資之公司秘書接獲本粉紅色接納表格之日後10日內，將本人/吾等之相關證書及/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粉紅色接納表格以平郵方式一併寄予上述第1(b)段所列之人士及地址，或如未有列明姓名及地址，則按本人在嘉滙投資之可換股借款票據持有人名冊所示地址寄予本人或吾等當中所列首位者(如屬聯名登記持有人)，郵誤風險概由本人/吾等承擔。
4. 本人/吾等茲附上本人/吾等持有之全部或部份可換股借款票據之相關證書及/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 閣下按可換股借款票據要約之條款及條件予以保存。本人/吾等明白任何交回之粉紅色接納表格、證書及/或過戶收據(如適用)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/吾等亦了解以平郵方式寄發所有文件之一切郵誤風險概由本人/吾等自行承擔。
5. 本人/吾等向要約人及嘉滙投資聲明及保證，本人/吾等為本粉紅色接納表格所註明可換股借款票據面值之可換股借款票據之登記持有人。本人/吾等有十足權利、權力及授權以接納可換股借款票據要約之方式，向要約人出售及移交本人/吾等之可換股借款票據之所有權及擁有權。
6. 本人/吾等向要約人及嘉滙投資保證，本人/吾等已遵守本人/吾等地址所在司法權區(如嘉滙投資之記錄所載)關於本人/吾等接納可換股借款票據要約方面之法例，包括獲得任何所需之政府、外匯管制或其他方面之同意及任何登記或存檔，及辦理一切必須之手續或遵守監管或法律規定。
7. 本人/吾等向要約人及嘉滙投資保證，本人/吾等須就支付在本人/吾等地址所有司法權區(如嘉滙投資之可換股借款票據持有人名冊所載)關於本人/吾等接納可換股借款票據要約方面應付之任何轉讓稅或其他稅項或徵費承擔全部責任。
8. 本人/吾等知悉，除綜合文件及本粉紅色接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回。
9. 本人/吾等知悉，本人/吾等以接納可換股借款票據要約之方式向要約人出售之可換股借款票據將以要約人或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Culture Landmark, REORIENT, KH Investment and the company secretary of KH Investment 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 CLN Offer for your CLN, 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 CLN Offer.

2. Purposes

The personal data which you provide on this PINK Form of Acceptance 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 PINK Form of Acceptance and the Composite Document;
- registering transfers of the CLN out of your name;
- maintaining or updating the relevant register of CLN Holders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or Culture Landmark and/or KH Investment and/or their respective agents, officers and advisers;
- compiling statistical information and CLN Holder profiles;
- establishing benefit entitlements of the CLN Holder;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror, Culture Landmark and KH Investment; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Culture Landmark and/or REORIENT and/or KH Investment to discharge his/its obligations to the CLN Holders and/or under applicable regulations, and other purpose to which the CLN Holders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this PINK Form of Acceptance will be kept confidential but the Offeror and/or Culture Landmark and/or REORIENT and/or KH Investment and/or the officers of KH Investment 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, Culture Landmark, REORIENT, KH Investment, any of their agents and the company secretary of KH Investment;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Culture Landmark and/or REORIENT and/or KH Investment and/or the company secretary of KH Investment;
- 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 and/or Culture Landmark and/or REORIENT and/or KH Investment and/or the company secretary of KH Investment 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 and/or Culture Landmark and/or REORIENT and/or KH Investment and/or the company secretary of KH Investment hold 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 Culture Landmark and/or REORIENT and/or KH Investment and/or the company secretary of KH Investment 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, Culture Landmark, REORIENT, KH Investment or the company secretary of KH Investment (as the case may be).

BY SIGNING THIS PINK 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、文化地標、瑞東、嘉滙投資及嘉滙投資之公司秘書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

倘閣下欲就閣下之可換股借款票據而接納可換股借款票據要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據可換股借款票據要約應得之代價。

2. 用途

閣下於本粉紅色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：

- 處理閣下之接納申請及核實或遵循本粉紅色接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義之可換股借款票據轉讓；
- 保存或更新有關可換股借款票據持有人之名冊；
- 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/或文化地標及/或嘉滙投資及/或彼等各自之代理、職員及顧問發佈通訊；
- 編製統計資料及可換股借款票據持有人之資料；
- 確立可換股借款票據持有人之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、文化地標及嘉滙投資業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或令要約人及/或文化地標及/或瑞東及/或嘉滙投資得以履行彼等對可換股借款票據持有人及/或適用法規項下之責任，及可換股借款票據持有人可能不時同意或知悉之其他用途。

3. 轉交個人資料

本粉紅色接納表格提供之個人資料將會保密，惟要約人及/或文化地標及/或瑞東及/或嘉滙投資及/或嘉滙投資之職員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、文化地標、瑞東、嘉滙投資、其任何代理及嘉滙投資之公司秘書；
- 為要約人及/或文化地標及/或瑞東及/或嘉滙投資及/或嘉滙投資之公司秘書提供行政、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、會計師或持牌證券商或註冊證券機構；及
- 要約人及/或文化地標及/或瑞東及/或嘉滙投資及/或嘉滙投資之公司秘書認為必需或適當情況下之任何其他個人或機構。

4. 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/或文化地標及/或瑞東及/或嘉滙投資及/或嘉滙投資之公司秘書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/或文化地標及/或瑞東及/或嘉滙投資及/或嘉滙投資之公司秘書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型之資料之所有請求，須提交予要約人、文化地標、瑞東、嘉滙投資或嘉滙投資之公司秘書(視情況而定)。

閣下一經簽署本粉紅色接納表格即表示同意上述所有條款。