

Unless the context otherwise requires, terms as defined in the composite offer and response document dated 28th June 2010 jointly issued by Swire Pacific Limited and Hong Kong Aircraft Engineering Company Limited (the "Composite Document") have the same meanings when used in this form of acceptance and transfer.

除文義另有所指者外，本接納及過戶表格所用詞彙與太古股份有限公司及香港飛機工程有限公司於二零一零年六月二十八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。



**港機工程**

**HONG KONG AIRCRAFT ENGINEERING COMPANY LIMITED**

**香港飛機工程有限公司**

(Incorporated in Hong Kong with limited liability)

(Stock Code: 44)

(在香港註冊成立的有限公司)

(股份代號：44)

**FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$1.00 EACH IN THE ISSUED SHARE CAPITAL OF HONG KONG AIRCRAFT ENGINEERING COMPANY LIMITED**

香港飛機工程有限公司已發行股本中  
每股面值港幣1.00元之普通股之接納及過戶表格

**To be completed in all respects**

每項均須填寫

Registrar in Hong Kong:  
Computershare Hong Kong  
Investor Services Limited  
香港股份過戶登記處：  
香港中央證券登記有限公司  
Shops 1712-1716  
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1712-1716號舖

Insert the total number of HAECO Shares for which the unconditional mandatory cash offer ("Offer") is accepted. If no number is inserted or a number in excess of your registered holding of HAECO Shares is inserted, you will be deemed to have accepted the Offer in respect of your entire registered holding of HAECO Shares.

請填上接納無條件強制性現金要約（「要約」）之港機工程股份總數。如無填寫數目或填寫之數目超過閣下登記持有之港機工程股份，則視為閣下就名下全部登記持有之港機工程股份接納要約。

**PLEASE DO NOT DATE**  
請勿填寫日期

<b>FOR THE CONSIDERATION</b> stated below the "Transferor(s)" named below does/do hereby transfer to the "Transferee" named below the ordinary shares of HK\$1.00 each in the issued share capital of Hong Kong Aircraft Engineering Company Limited ("HAECO Shares") held by the Transferor(s) specified below. 下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明轉讓人所持有香港飛機工程有限公司已發行股本中每股面值港幣1.00元之普通股（「港機工程股份」）。		
Number of HAECO Shares being transferred 將予轉讓港機工程股份數目	FIGURES 數目	WORDS 大寫
HAECO Share certificate number(s) 港機工程股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏／公司名稱	Other name(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$105 in cash for each HAECO Share 每股港機工程股份現金港幣105元	
TRANSFEEE 承讓人	Name 姓名： Correspondence address 通訊地址：	Swire Pacific Limited 35th Floor Two Pacific Place 88 Queensway Hong Kong 太古股份有限公司 香港 金鐘道88號 太古廣場二座 35樓
	Occupation 職業：	Corporation 法團
SIGNED by the parties to this transfer, this _____ day of _____, 2010 轉讓雙方簽署日期：二零一零年 _____ 月 _____ 日		

Signed by the Transferor(s) in the presence of:  
轉讓人在下列見證人見證下簽署：  
Signature of Witness 見證人簽署：

Name of Witness 見證人姓名

Address 地址

Occupation 職業

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

Signature(s) of Transferor(s)  
轉讓人簽署

**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 地址

Occupation 職業

For and on behalf of 代表  
Swire Pacific Limited 太古股份有限公司

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

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

If you have sold or transferred all your shares (each a "HAECO Share") of HK\$1.00 each in Hong Kong Aircraft Engineering Company Limited ("HAECO"), you should at once hand this form of acceptance and transfer and the accompanying composite offer and response document dated 28th June 2010 (the "Composite Document") to the purchaser(s) or the 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 the transferee(s).

The making of the unconditional mandatory cash offer (the "Offer") by Asia Pacific Advisers Limited ("APA") and The Hongkong and Shanghai Banking Corporation Limited ("HSBC"), on behalf of Swire Pacific Limited ("Swire Pacific"), to persons who are citizens, residents or nationals of jurisdictions outside Hong Kong may be affected by the laws and regulations of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should acquaint yourself with and observe any applicable legal and regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of all the applicable legal and regulatory requirements of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consent which may be required, complying with other necessary formalities or legal requirements and paying any transfer or other taxes due by you in respect of such jurisdiction. You will also be responsible for any such transfer or other taxes by whomsoever payable and Swire Pacific, APA, HSBC and any person acting on their behalf shall be entitled to be fully indemnified and held harmless by you for any such transfer or other taxes as they may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you (i) are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, (ii) have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required and (iii) have complied with any other necessary formality and have paid any issue, transfer or other taxes due in such jurisdiction and that such acceptance shall be valid and binding in accordance with all applicable laws.

The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this form, which forms part of the Composite Document, 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.

## HOW TO COMPLETE THIS FORM

HAECO Shareholders are advised to read the Composite Document before completing this form. To accept the Offer made by APA and HSBC on behalf of Swire Pacific to acquire your HAECO Shares at a cash price of HK\$105 per HAECO Share, you should complete and sign the form of acceptance and transfer overleaf and forward this entire form, together with the relevant HAECO Share certificate(s) (the "HAECO Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof), for not less than the number of HAECO Shares in respect of which you intend to accept the Offer, by post or by hand to Computershare Hong Kong Investor Services Limited (the "Registrar") (Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai Hong Kong), marked "Swire Pacific Offer" on the envelope so as to reach the Registrar by not later than 4:00 p.m. on Tuesday, 27th July 2010 (or such later time and/or date as Swire Pacific may decide and announce with the consent of the Executive in accordance with the Takeovers Code). Terms defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

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

To: Swire Pacific, APA and HSBC

1. My/Our execution of the form of acceptance and transfer overleaf (whether or not such form is dated) shall be binding on my/our successors and assigns, and shall constitute:
- my/our irrevocable acceptance of the Offer made by APA and HSBC on behalf of Swire Pacific, 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 HAECO Shares specified in the form of acceptance and transfer 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 the HAECO Shares of which I/ we am/are registered as the holder(s);
  - my/our irrevocable instruction and authority to each of Swire Pacific and/or APA and/or HSBC and/or any of their respective agent(s) to collect from HAECO or the Registrar on my/our behalf the relevant HAECO Share Certificate(s) in respect of HAECO Shares when 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 HAECO Share Certificate(s) on and subject to the terms of the Offer, as if it was/they were delivered to the Registrar together with this form of acceptance and transfer;
  - my/our irrevocable instruction and authority to each of Swire Pacific and/or APA and/or HSBC and/or any of their respective agent(s) to send a cheque crossed "Non 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), 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 shareholders) at the address as it appears on the register of members of HAECO;

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

Name: (in block capitals) \_\_\_\_\_

Address: (in block capitals) \_\_\_\_\_

- my/our agreement that the settlement of the consideration to which I/we am/are entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim, or other analogous right to which Swire Pacific may otherwise be, or claim to be, entitled against me/us;
  - (in respect of shareholders who are located outside of Hong Kong) a warranty by me/us that I/we (i) am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, (ii) have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required and (iii) have complied with any other necessary formality and have paid any issue, transfer or other taxes due in such jurisdiction and that such acceptance shall be valid and binding in accordance with all applicable laws;
  - my/our irrevocable instruction and authority to each of Swire Pacific and/or APA and/or HSBC and/or such person and/or persons as any of them may direct for the purpose, on my/our behalf, to complete and execute the contract note as required by Section 19(l) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be completed and executed by me/us as the seller(s) of the HAECO Shares 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 the form of acceptance and transfer in accordance with the provisions of that Ordinance;
  - my/our irrevocable instruction and authority to each of Swire Pacific and/or APA and/or HSBC and/or such person and/or persons as any of them may direct to complete and execute any document on behalf of me/us accepting the Offer including, without limitation, to insert a date in the form of acceptance and transfer 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 the form of acceptance and transfer and to do any other act that may be necessary or expedient for the purpose of vesting in Swire Pacific or such person or persons as it may direct my/our HAECO Shares in respect of which I/we have accepted the Offer;
  - 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 HAECO Shares to Swire Pacific or such person or persons as it may direct free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at 7th June 2010 or subsequently becoming attached to them, including the right to receive all dividends and distributions, if any, declared, made or paid on the HAECO Shares on or after 7th June 2010;
  - my/our agreement to ratify each and every act or thing which may be done or effected by Swire Pacific and/or APA and/or HSBC and/or any of their respective agent(s) and/or such person(s) as any of them may direct on the exercise of any rights contained herein; and
  - 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 Swire Pacific and APA and HSBC that the HAECO Shares held by me/us to be acquired under the Offer are sold free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at 7th June 2010 or subsequently becoming attached to them, including the right to receive all dividends and distributions, if any, declared, made or paid on such HAECO Shares on or after 7th June 2010.
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, in which event, I/we authorise and request you to return to me/us my/our HAECO Share Certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities requested 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 first-named of us (in the case of joint registered shareholders) at the address shown in the register of members of HAECO.
- Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant HAECO Share Certificate(s) has/have been collected by any of Swire Pacific and/or APA and/or HSBC and/or any of their respective agent(s) from HAECO or the Registrar on your behalf, you will be sent such HAECO Share Certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant HAECO Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof) for the whole/part of my/our holding of HAECO 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(s) of acceptance and transfer, HAECO Share Certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect of loss thereof) will be given.

本表格乃重要文件，請即處理。閣下如對本接納及過戶表格任何內容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其他證券註冊機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已售出或轉讓所有名下之香港飛機工程有限公司（「港機工程」）每股面值港幣1.00港元之股份（各為一股「港機工程股份」），應立即將本接納及過戶表格連同隨附日期為二零一零年六月二十八日之綜合要約及回應文件（「綜合文件」），送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商或證券註冊機構或其他代理，以便轉交買主或承讓人。

Asia Pacific Advisers Limited（「APA」）及香港上海滙豐銀行有限公司（「滙豐」）代表太古股份有限公司（「太古公司」）向香港境外司法權區之公民、居民或國民提出無條件強制性現金要約（「要約」）或會受有關司法權區之法例影響。倘閣下為香港境外司法權區之公民或居民或國民，務請自行了解並遵守任何適用法律及規例的規定。閣下如欲接納要約，則有責任完全遵守有關司法權區之所有適用法定及監管規定，包括取得任何可能必要之政府、外匯管制或其他同意、辦理或遵守其他必要之正式手續或法定要求以及由閣下支付該司法權區之任何應付轉讓費或其他稅項。閣下亦有責任向任何人士支付任何上述轉讓費或其他稅項，而太古公司、APA、滙豐及任何代其行事之人士均有權獲悉數賠償及毋須就閣下可能須付之任何上述轉讓費或其他稅項承擔任何責任。閣下接納要約，即表示閣下保證，閣下(i)獲准在所有適用法律規定的範圍內接獲和接納要約及其任何修訂；(ii)已遵守相關司法權區有關該接納的所有適用法律及法例，包括取得任何所需政府或其他同意；及(iii)已遵守任何其他必要的手續且已支付任何發行、轉讓或在該司法權區內的其他應繳稅項，並且根據所有適用法律，該接納將告有效並具約束力。

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（組成綜合文件之一部分）的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不會就因本表格全部或任何部分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。

## 本表格填寫方法

港機工程股東務請先閱讀綜合文件後始填寫本表格。如欲接納APA及滙豐代表太古公司就以現金每股港機工程股份港幣105元之價格收購閣下所持港機工程股份而提出之要約，在證監會執董的同意下，閣下應根據收購守則填妥及簽署背頁之接納及過戶表格，並連同不少於閣下擬接納要約之股份數目之有關港機工程股票（「港機工程股票」）及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何滿意彌償保證）（信封面須註明「太古公司要約」），郵寄或親自交回香港中央證券登記有限公司（「過戶處」），地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，惟不得遲於二零一零年七月二十七日星期二下午四時正（或太古公司可能決定及公佈之較後日期及／或時間）交回過戶處。除文義另有所指外，綜合文件所界定之詞彙與本表格所採用者具有相同涵義。綜合文件附錄一之條文已納入並構成本接納及過戶表格其中部分。

## 要約之接納及過戶表格

致：太古公司、APA及滙豐

1. 本人／吾等一經簽署背頁之接納及過戶表格（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，表示：

- 本人／吾等就接納及過戶表格上所註明數目之港機工程股份，按及受制於綜合文件及本表格所載代價與有關條款及條件，不可撤回地接納由APA及滙豐代表太古公司提出之綜合文件所述要約，如有未填上數目或填上之數額超過本人／吾等以登記持有姓名義持有之數額，則接納收購本人／吾等名下登記持有之全部港機工程股份；
- 本人／吾等不可撤回地指示及授權太古公司及／或APA及／或滙豐及／或其各自之代理，各自代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需任何滿意彌償保證），憑此向港機工程或過戶處領取本人／吾等就港機工程股份應獲發之相關股票，並將有關港機工程股票送交過戶處，且授權及指示過戶處依照及根據要約之條款持有該等股票，猶如該等港機工程股票已連同本接納及過戶表格一併交回過戶處；
- 本人／吾等不可撤回地指示及授權太古公司及／或APA及／或滙豐及／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，然後按以下地址寄予以下人士，或如無填上姓名及地址，則按港機工程股東名冊所示地址，以普通郵遞方式寄予本人或吾等當中所列首位者（如屬聯名股東），惟郵誤風險概由本人／吾等自行承擔；

（附註：如收取支票之人士並非登記港機工程股東或名列首位之聯名登記港機工程股東，則請在本欄填上該名人士之姓名及地址。）

姓名：（請用正楷填寫）\_\_\_\_\_

地址：（請用正楷填寫）\_\_\_\_\_

- 本人／吾等同意結算本人／吾等根據要約享有的代價，將按照要約的條款完全執行，但不計及任何留置權、抵銷權、反索償或太古公司對本人／吾等享有或指稱享有的其他類似權利；
  - （至於身處香港以外的股東）本人／吾等保證(i)本人／吾等獲准在所有適用法律規定的範圍內接獲和接納要約及其任何修訂；(ii)已遵守相關司法權區有關該接納的所有適用法律及法例，包括取得任何所需政府或其他同意；及(iii)已遵守任何其他必要的手續且已支付任何發行、轉讓或在該司法權區內的其他應繳稅項，並且根據所有適用法律，該接納將告有效並具約束力；
  - 本人／吾等不可撤回地指示及授權太古公司及／或APA及／或滙豐及／或任何其他可能就此指定之人士，各自代表本人／吾等以根據要約出售港機工程股票賣方之身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在接納及過戶表格背書證明；
  - 本人／吾等不可撤回地指示及授權太古公司及／或APA及／或滙豐及／或任何其他可能就此指定之人士，各自代表本人／吾等就接納要約填妥、修改及簽署任何文件，包括但不限於在接納及過戶表格填上日期，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，並填上、刪去、修改或替換接納及過戶表格上之承讓人，以及辦理任何其他必需或適當之手續，就本人／吾等已接納要約而言將本人／吾等之港機工程股份轉歸太古公司或其可能指定之人士所有；
  - 本人／吾等承諾於必需或適當時簽署其他文件及辦理其他手續及事項，以確保轉讓予太古公司或其可能指定人士之港機工程股份不受所有留置權、抵押、產權負擔、優先購買權及任何性質的其他第三方權利所限制，並享有港機工程股份於二零一零年六月七日所附帶或其後所附帶的一切權利，包括收取於二零一零年六月七日當日或之後就港機工程股份宣派、作出或派付之所有股息及分派（如有）之權利；
  - 本人／吾等同意追認太古公司及／或APA及／或滙豐及／或其各自之代理及／或其可能指定之人士，行使本表格所載任何權力時所作出或進行之任何行動或事宜；及
  - 本人／吾等同意要約及所有要約接納均受香港法例規管並按其詮釋，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。
2. 本人／吾等明白本人／吾等接納要約，將被視為表示本人／吾等向太古公司及APA及滙豐保證根據要約出售之本人／吾等所持港機工程股份不附有任何申索、留置權、抵押、產權負擔、優先購買權及任何性質的其他第三方權利，並享有於二零一零年六月七日所附帶或其後所附帶一切權利，包括收取於二零一零年六月七日當日或之後就港機工程股份宣派、作出或派付之所有股息及／或分派（如有）之權利。
3. 倘根據要約之條款，本人／吾等之接納無效或被視作無效，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／吾等之港機工程股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何滿意彌償保證），連同已正式註銷之本表格一併寄回上述第1(c)段所指人士以退回本人／吾等或，如無填上姓名及地址，則按港機工程股東名冊所示地址寄回本人或吾等當中所列首位者（如屬聯名登記港機工程股東），惟郵誤風險概由本人／吾等自行承擔。

附註：倘閣下交回一份或以上過戶收據，而同時太古公司及／或APA及／或滙豐及／或其各自之代理已代表閣下向港機工程或過戶處領取有關港機工程股票，則閣下將獲發港機工程股票而並非過戶收據。

4. 本人／吾等茲附上本人／吾等所持全部／部分港機工程股份之有關港機工程股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何滿意彌償保證），由閣下根據要約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、港機工程股票、轉讓收據及／或任何其他所有權文件（及／或任何滿意彌償保證或有關虧損所獲彌償保證）獲發收據。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of Swire Pacific, APA, HSBC 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 HAECO 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.

#### 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 or compliance with the terms and application procedures set out in the Composite Document and this form of acceptance and transfer;
- registering transfers of the HAECO Share(s) out of your name;
- maintaining or updating the relevant register of holders of the HAECO Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from Swire Pacific and/or APA and/or HSBC and/or their respective subsidiaries and/or agents such as financial adviser and the Registrar;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims of entitlements;
- any other purpose in connection with the business of Swire Pacific or the Registrar; and

- any other incidental or associated purposes relating to the above and other purpose which the HAECO Shareholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this form will be kept confidential but Swire Pacific, APA, HSBC and 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 or share (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- Swire Pacific and/or APA and/or HSBC and/or their respective agent(s) and/or adviser(s) and the Registrar;
- any agents, contractors or third party 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 your bankers, solicitors, accountants or stock brokers; and any other persons whom Swire Pacific and/or APA and/or HSBC 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 Swire Pacific, APA, HSBC 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, Swire Pacific, APA, HSBC and 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 Swire Pacific, APA, HSBC or the Privacy Compliance Officer of 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

本收集個人資料聲明旨在知會閣下有關太古公司、APA、滙豐及過戶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」)之政策及慣例。

#### 1. 收集閣下個人資料之原因

如閣下就本身之港機工程股份接納要約，閣下須提供所需資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。

#### 2. 用途

閣下於本表格提供之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：

- 處理閣下之接納及核實或遵循綜合文件及本接納及過戶表格載列之條款及申請程序；
- 登記以閣下名義轉讓港機工程股份；
- 保存或更新港機工程股份持有人之有關登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自太古公司及/或APA及/或滙豐及/或彼等各自的附屬公司及/或代理(例如財務顧問及過戶處)分發通信；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便作出權利索償；
- 有關太古公司或過戶處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港機工程股東不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟太古公司、APA、滙豐及過戶處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取、轉交或共用(無論在香港境內外)該等個人資料：

- 太古公司及/或APA及/或滙豐及/或彼等各自的代理及/或顧問以及過戶處；
- 為過戶處就其業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如其往來銀行、律師、會計師或股票經紀；及太古公司及/或APA及/或滙豐及/或過戶處認為必需或適當情況下所需之任何其他人士。

#### 4. 存取及更正個人資料

根據該條例之規定，閣下可確認太古公司、APA、滙豐及過戶處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例之規定，太古公司、APA、滙豐及過戶處可就獲取任何資料之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之所有要求，須提交太古公司、APA、滙豐及過戶處之私穩條例事務主任(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。