Unless the context otherwise requires, terms used in this form have the same meanings as those defined in the composite offer document dated 19 September 2007 issued by the Offeror and the Company (the "Composite Document"). 除文義另有指明外,本表格所採用詞彙與收購人及本公司於二零零七年九月十九日發出的綜合收購建議文件(「綜合文件」)所界定者具相同涵義。



# **GRANEAGLE HOLDINGS LIMITED** 鷹馳實業有限公司\*

(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock Code: 147) (股份代號: 147)

# FORM OF ACCEPTANCE FOR SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF GRANEAGLE HOLDINGS LIMITED 鷹馳實業有限公司已發行股本中 每股面值0.01港元股份的接納表格

This form shall be completed in full (Please refer to the section headed "How to complete this form") 本表格內各項均須填妥 (請參閱「如何填寫本表格」)

Registrar in Hong Kong: Tricor Secretaries Limited 26th Floor, Tesbury Centre 28 Queen's Road East Wan Chai, Hong Kong

香港過戶處: 香港過戶處: 卓性秘灣后 皇后大道東28號 金鐘匯中心26樓

FOR THE CONSIDERATION STATED BELOW, the "Transferor(s)" named below does/do hereby transfer to the "Transferee" named below the shares of HK\$0.01 each in the issued share capital of Graneagle Holdings Limited specified below, subject to the terms and conditions contained herein and in the accompanying Composite Document dated 19 September 2007.

下列的轉讓人現按下列的代價,將以下註明應馳實業有限公司已發行股本中每股面值0.01港元的股份轉讓予下列承讓人,惟受本文及隨附於二零零

七年九月十九日刊發的綜合文件所載的條款及條件所規限

TOTAL NUMBER OF SHARES (Please refer to paragraph 2 of "How to complete this form") 股份總數 (請參閱「如何填寫本表格」 第二段)				share Certificate Number(s) 投票編號
TRANSFEROR(S) 轉讓人				
Name(s) and address in full 全名及地址				Telephone Number 電話號碼
CONSIDERATION 代價	HK\$0.599 for each Share 每股股份0.599港元			
TRANSFER TO TRANSFEREE 轉讓予承讓人	Name : Rich Wing Investments Limited			
Signed by or on behalf of the Transfe 轉讓人或代表轉讓人在下列見證人	ror(s) in the presence of: 見證下簽署:			
Signature of Witness 見證人簽署:				← Transferor to sign here —— 轉讓人於本欄簽署
Name of Witness 見證人姓名:				
Address of Witness 見證人地址:			← All joint holders must sign here 所有聯名持有人均須於本欄簽署	
		Company ch	op, if applicable 公司日	印鑑 (如適用)
		Do not complete 請勿填寫本欄		
Signed by or on behalf of the Trans 承讓人或代表承讓人在下列見證/		For and on behalf of 代表 Rich Wing Investments Limited 榮富投資有限公司		
Signature of Witness 見證人簽署:		<b>米田以東市</b> 附公「	٠,	
Name of Witness 見證人姓名:				
Address of Witness 見證人地址:_		_	Signature of Trans 承讓人或其正式	sferee or its duly authorised agent(s) 受權代理人簽署
PLEASE DO NOT DATE 請勿填寫日期			This transfer is 是項轉讓的日期	dated
* For identification purpose only * ## ## ## ## ## ## ### ### ### ########				

THIS FORM OF ACCEPTANCE 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, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The Offer is conditional. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

## How to complete this form

- 1. To accept the Offer made by ESL on behalf of the Offeror to acquire your Shares, you should complete and sign this form overleaf and forward this entire form together with the relevant Share certificate(s) and/or transfer receipts and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of not less than the number of Shares in respect of which you intend to accept the Offer, by post, by express mail or other similar courier services, or by hand marked "Graneagle Offer" on the envelope, to Tricor Secretaries Limited, 26th Floor, Tesbury Centre, 28' Queen's Road East, Hong Kong, as soon as possible, but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on Wednesday, 10 October 2007 (or such later time and date as the Offeror may determine and announce in accordance with the Takeovers Code). The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance. Shareholders are advised to read the Composite Document before completing this Form of Acceptance. All words and expressions defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this form.
- 2. You are required to insert the total number of Shares for which the Offer is accepted in the "TOTAL NUMBER OF SHARES" box on page 1. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this Form of Acceptance which you return to the Registrar, you will be deemed to have accepted the Offer in respect of your entire registered holding of Shares.
- 3. If you are holding the Shares on behalf of another person as nominee or otherwise or if your Shares have been lodged through CCASS, you should refer to the section headed "Further procedures for acceptance" in section 1 of Appendix I of the Composite Document in particular as to the matters which you should consider.
- 4. If this Form of Acceptance is not completed strictly in accordance with the instructions set out in this Form of Acceptance, the Offeror reserves the right to treat this Form of Acceptance as valid to the extent that it deems this Form of Acceptance to have been completed in accordance with such instructions as may appear to the Offeror to be your intentions.

#### Form of Acceptance in respect of the Offer

To: The Offeror and ESL

- 1. My/Our execution of this Form of Acceptance (whether or not such form is dated and which shall be binding on my/our successors and assigns) shall constitute:
  - (a) my/our irrevocable acceptance of the Offer, made by ESL on behalf of the Offeror, as contained in the Composite Document for the consideration and on and subject to the terms and condition therein and herein mentioned (including the terms and conditions set out under the heading "How to complete this form"), in respect of the number of Shares specified in this Form of Acceptance or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holders of, in respect of all such Shares of which I/we am/are registered as the holder(s);
  - (b) my/our irrevocable instruction and authority to the Offeror and/or ESL or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of 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 any satisfactory indemnity or indemnities 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 condition of the Offer, as if it was/they were Share certificate(s) delivered to the Registrar together with this Form of Acceptance;
  - (c) my/our irrevocable instruction and authority to the Offeror and/or ESL 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 Offer, after deducting all ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer by ordinary post at my/our risk to the person(s) named below or, if no name(s) and/or address is/ are stated below, to the first-named transferor at the address shown in the register of members of the Company:

(Insert here the 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 the joint registered Shareholders.)

Name: (in block capitals)

- (d) my/our irrevocable instruction the Offeror and/or ESL and/or the Registrar or such person or persons as they 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 Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
- (e) my/our instruction and authority to the Offeror and/or ESL and such person or persons as either of them may direct to complete, amend and execute any document on my/our behalf including but without limitation to insert a date in this Form of Acceptance and to duly complete this Form of Acceptance with the section entitled "How to complete this form" above or if I/we or, any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Shares tendered for acceptance of the Offer;
- (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 tendered for acceptance of the Offer to the Offeror 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, including the right to receive in full all dividends and other distributions, if any, declared, made or paid after the date of the Composite Document;
- (g) my/our agreement that subject to the right to deduct from the amount payable to me/us, ad valorem stamp duty, the settlement of the consideration to which I/we will be 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 the Offeror may otherwise be, or claim to be, entitled against me/us;
- (h) my/our agreement to ratify each and every act or thing done or effected by the Offeror and/or ESL and/or the Registrar or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
- (i) my/our appointment of any of the Offeror and/or ESL as my/our irrevocable attorney in respect of all the Shares to which this acceptance relates.
- 2. In the event the Offer lapses or in the event the Offeror exercises its discretion to treat my/our acceptance as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person named above for the receipt of any cheque 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 members of the Company. Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or ESL or their respective agent(s) or the Registrar on my/our behalf, I/we will be sent such Share certificate(s) at my/our risk in lieu of the transfer receipt(s).
- 3. 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 in respect thereof) for the whole/part of my/our holding of Shares which is/are to be held by you on the terms and condition of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance or any Share certificate(s) and/or any other documents will be given.
- 4. I/We hereby warrant and represent to you that, I am/we are the registered shareholder(s) of the number of Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Offer free from all third-party rights, liens, claims, options, charges, equities, adverse interests or encumbrances and together with all rights accruing or attaching thereto including, without limitation, the right to receive dividends and distributions declared, paid or made, if any, on or after the date of the Composite Document.
- 5. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and ESL (so as to bind my/our successors and assigns) that, in respect of Shares in respect of which the Offer has been accepted, or is deemed to have been accepted, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct:
  - (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 Offeror at its correspondence address;
  - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of a general meeting 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 general meetings and separate class meetings of the Company or its members or any of them (and any adjournments 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 or separate class 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 general meetings or separate class meetings, I/we hereby expressly revoke such appointment.
- 6. I/We acknowledge that, save as expressly provided in the Composite Document and in this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be unconditional and irrevocable.

No acknowledgement of receipt for any Forms of Acceptance, Share certificate(s), transfer receipts and/or any other document(s) of title and/or any indemnities in respect of loss thereof will be given.

本接納表格乃重要文件,請即處理。 閣下如對本表格任何方面或應採取的行動有任何疑問,應諮詢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。

閣下如已售出或已轉讓名下所有股份, 閣下應立即將本接納表格連同隨附的綜合文件送交買主或承讓人,或經手買賣或轉讓的銀行、持牌證券交易商或其他代理人,以便轉交買主或承讓人。

收購建議為有條件。本接納表格須與隨附的綜合文件一併閱讀,始屬完備。

## 如何填寫本表格

- 1. 閣下如欲接納由英皇證券代表收購人所作出的收購建議,以收購 閣下的股份,請填妥並簽署本表格之背頁,並將本表格整份連同不少於 閣下擬接納收購建議所涉及的股份數目的有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需滿意彌償保證),盡快以郵遞方式、以快郵或其他類似送遞服務或親身(於信封上註明「鷹馳收購建議」)送交卓佳秘書商務有限公司,地址為香港皇后大道東28號金鐘匯中心26樓,惟無論如何,必須於二零零七年十月十日(星期三)下午四時正(香港時間)前(或收購人根據收購守則可能釐定或公佈的較後時間及日期)送達過戶處。綜合文件附錄一的條文載於本接納表格,且構成本接納表格的一部分。在填妥本接納表格前,股東須細閱緣合文件。除文義另有指明外,綜合文件所界定的所有文字及詞彙與本表格所採用者具相同涵義。
- 2. 閣下須於第1頁「股份總數」內填上接納收購建議的股份總數。如 閣下未在交回過戶處的接納表格上列明數目或所列的數目超過 閣下登記持有的股份數目,則 閣下將被視作就 閣下名下全部登記持有的股份接納收購建議。
- 3. 倘 閣下代表另一名人士以代名人或其他身份持有股份,或倘 閣下的股份已寄存於中央結算系統,則請特別參閱綜合文件附錄一第1節 「接納之其他手續」有關 閣下應考慮的事宜。
- 4. 倘本接納表格並未嚴格根據本接納表格所載的指示填妥,則收購人保留權利將本接納表格視為有效,收購人可將本接納表格視為遵照收購人認為出於 閣下意向按照在此所列的指示而填妥。

# 收購建議的接納表格

## 致: 收購人及英皇證券

- 1. 本人/我們簽署接納表格(不論該表格有否填上日期及對本人/我們的繼承人及承讓人亦具約束力)後,應構成:
  - (a) 本人/我們就本接納表格內所列明的股份數目,或如無指定數目或所指定的數目超過本人/我們為登記持有人的數目,則就本人/我們為登記持有人的全數股份,按本表格內所述代價、條款及條件(包括「如何填寫本表格」所載的條款及條件)及在其規限下,不可撤銷地接納由英皇證券代表收購人提出的收購建議(見綜合文件所載);
  - (b) 本人/我們不可撤回地指示並授權收購人及/或英皇證券或其各自的代理人,代表本人/我們從過戶處領取將根據本人/我們已簽署 且呈交附載的過戶收據及/或其他所有權文件(如有)(及/或就此所需滿意彌償保證)所發行的股份的股票,並將該等股票呈交予過戶 處及授權並指示過戶處根據收購建議的條款及條件持有該等股票,猶如該股票連同本接納表格一併交回過戶處一樣;
  - (c) 本人/我們不可撤回地指示並授權收購人及/或英皇證券或其各自的代理人,在扣除本人/我們就本人/我們接納收購建議應付的所有從價印花稅後,將本人/我們根據收購建議之條款應得的現金代價以註明「只准入抬頭人賬戶」的劃線支票的方式,以普通郵遞寄予下列人士(倘下欄未有列出姓名及/或地址:則按公司股東名冊所登記的地址寄予排名首位的轉讓人),有關郵誤風險由本人/我們承擔:

(如收取支票的人士並非登記股東或聯名登記股東的首名人士,則請在本欄填上收件人士的姓名及地址。)

姓名:(請用正楷填算	
地址:(請用正楷填算	<sup>클</sup> 턴 ( )

- (d) 本人/我們不可撤回地指示收購人及/或英皇證券及/或過戶處或彼等就此可能指定的該等人士,代表本人/我們根據收購建議以股份賣方的身份,訂立及簽署香港法例第117章印花税條例第19(1)條指定須予訂立及簽署的成交單據,並按該條例的條文繳納印花稅及於本接納表格簽署;
- (e) 本人/我們指示並授權收購人及/或英皇證券及彼等指定的該等人士代表本人/我們填妥、修改及簽署任何文件,包括但不限於在本接納表格填上日期並根據上文「如何填寫本表格」一節正式填妥本接納表格,或如本人/我們或任何其他人士已填上日期,則刪去該日期並填上另一日期,及採取其他任何必要或權宜的行動,使本人/我們為接納收購建議交出的股份能歸屬收購人或其指定的該等人士所有:
- (f) 本人/我們承諾於必需或適當時簽署其他文件並處理其他手續其事宜,以確保本人/我們為接納收購建議而交出的股份,能過戶予收購人或其指定的該等人士,連同該等股份隨附的所有權利,包括可全數收取於綜合文件當日之後就股份所宣派、作出或支付的股息以及其他分派(如有),而該等股份概無受留置權、押記、產權負擔、優先購買權及任何性質的第三方權利所約束;
- (g) 本人/我們同意除了從應付予本人/我們的款額中扣除從價印花稅以外,根據收購建議本人/我們將有權收取的代價將全面根據收購建議的條款進行交收,而不理會收購人可能或聲稱有權針對本人/我們的任何留置權、抵銷權、反申索或其他類似權利;
- (h) 本人/我們同意確認收購人及/或英皇證券及/或過戶處或其各自的代理人或彼/彼等可能指定的該等人士在行使本表格所載任何授權時可能作出或完成的各種行動或事宜;及
- (i) 本人/我們委任收購人及/或英皇證券任何一位為本人/我們作為與是項接納有關的所有股份的不可撤回授權代表。
- 2. 倘收購建議失效或倘收購人根據收購建議的條款行使其酌情權認為本人/我們的接納屬無效,則上文第1段所載的所有指示、授權及承諾將告失效。在此情況下,本人/我們授權並要求 閣下將本人/我們的股票及/或過戶收據及/或其他所有權文件(及/或就此所需滿意彌償保證)連同已正式註銷的本接納表格一併寄予上文所載為收取支票而列明的人士,如未有列明姓名及地址,則按公司股東名冊的登記地址,以普通郵遞方式寄予本人或(如為聯名登記股東)我們當中名列首位的人士,有關郵誤風險由本人/我們承擔。倘本人/我們交回一份或以上的過戶收據,而收購人及/或英皇證券或其各自的代理人已代表本人於過戶領取有關股票,則將會向本人/我們承發該等股票,而非原來的過戶收據,郵誤風險由本人/我們承擔。
- 3. 本人/我們謹此附上 閣下將根據收購建議的條款及條件持有由本人/我們所擁有的全部/部分股份有關股票及/或過戶收據及/或任何 其他所有權文件(及/或就此所需滿意彌償保證)。本人/我們明白本人/我們不會就任何接納表格或任何股票及/或任何其他文件獲發收 訖回條。
- 4. 本人/我們謹此向 閣下保證及聲明,本人/我們為本表格所指股份數目的登記股東,本人/我們有完全權利、權力及授權以接納收購建議的方式,向收購人出售及轉移該等股份的所有權及擁有權(且有關股份並無附有第三者權利、留置權、索償、選擇權、押記、股本、不利權益或產權負擔)及連帶其所累計或附帶的一切(包括但不限於收取在綜合文件當日或之後所宣派、派付或作出的股息及分派(如有))權利。
- 5. 本人/我們就已接納或被視為已接納收購建議所涉及的股份,而其接納並未被有效撤回及並無以收購人或其可能指示的人士的名義登記者,向收購人及英皇證券不可撤回地承諾、聲明、保證及同意(以約束本人/我們的繼承人及承讓人):
  - (a) 本人/我們授權公司及/或其代理人,將須向本人/我們作為公司股東寄發的任何通告、通函、認股權證或其他須予寄發的文件或通訊(包括因將該等股份轉為證書形式而發行的任何股票及/或其他所有權文件),寄發至收購人的通訊地址;
  - (b) 不可撤回地授權收購人或其代理人代表本人/我們簽署任何同意書,同意縮短股東大會通知期及/或出席及/或簽署該等股份的代表委任表格,以委任收購人提名的任何人士出席公司或其任何成員公司或當中任何一家公司的股東大會及個別類別大會(及其任何續會),以及代表本人/我們行使該等股份附帶的投票權,而該等投票權將以收購人全權酌情釐定的方式作出投票;及
  - (c) 本人/我們協定,在未得收購人的同意下不會行使任何該等權利,以及本人/我們不可撤回地承諾不會就任何股東大會或個別類別大會委任受委代表,或委任受委代表出席該等大會,及在上文所規限下,如本人/我們以往已就股東大會或個別類別大會委任受委代表(而該受委代表並不是收購人或其代名人或獲委任人士)出席該等大會,則本人/我們謹此撤回有關委任。
- 6. 本人/我們確認,除綜合文件及本接納表格明文規定外,在此作出的所有接納、指示、授權及承諾均為無條件及不得撤回。

將不會就任何接納表格、股票、過戶收據及/或任何其他所有權文件發出任何收據及/或提供遺失上述文件的任何補償保證。

#### 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 practice of the Offeror, ESL 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 Shares, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the 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 of Acceptance:
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Offeror, ESL and/or their respective subsidiaries or agents and/or the Registrar;
- · 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 purpose in connection with the business of the Offeror, ESL 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 the Offeror and ESL 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 the Offeror, ESL 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, ESL, their respective holding companies, subsidiaries and/or agent(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 person or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or stockbrokers; and
- any other persons whom the Offeror, ESL and/or the Registrar consider 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 the Offeror, ESL 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, the Offeror, ESL and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, ESL or the Registrar (as the case may be).

# 個人資料

# 個人資料收集聲明

個人資料(私隱)條例(「**私隱條例**)」的主要條文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 閣下有關收購人、英皇證券及過戶處就有關個人資料及私隱條例的政策及實務做法。

# 1. 收集 閣下的個人資料的原因

倘 閣下欲就所持有的股份而接納收購建議,則 閣下須提供所需的個人資料。若未能提供所需資料,則可能會導致 閣下的接納不予受理或遭延誤。這亦可能阻延寄發或延誤 閣下根據收購建議應得的代價。

# 2. 資料用途

閣下於本表格所提供的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 閣下的接納及核實是否遵守本接納表格所呈列的條款及申請程序而作出;
- 進行或協助進行核對簽名、核對任何其他資料或交換資料;
- 送遞收購人、英皇證券及/或其各自的附屬公司或代理人及/或過戶處所發出的通訊;
- 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)的要求作出 披露;
- 披露有關資料以便加快進行申索或獲得所有權;
- 與英皇證券、收購人及/或其各自的控股公司、附屬公司或 代理人及/或過戶處的業務有關的任何其他用途;或

 與上述有關的任何其他附帶或相關用途及/或令收購人及英 皇證券得以履行彼等對股東及/或適用法規的責任,以及股 東可能不時同意的任何其他用途。

## 3. 向他人提供個人資料

本表格所載的個人資料將會保密,但收購人、英皇證券及/或過戶處可能會作出必要的查詢以確定個人資料的準確性,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):

- 收購人、英皇證券、彼等各自的控股公司、附屬公司及/或 代理人及過戶處;
- 任何向過戶處提供與其業務運作有關的行政、電訊、電腦、 付款或其他服務的代理人、承包商或第三方服務供應商;
- 任何法定或政府機關;
- 與 閣下有業務往來或將有業務往來的任何其他人士或機構,例如銀行、律師、會計師或股票經紀;及
- 收購人、英皇證券及/或過戶處認為必需或適當情況下的任何其他人士。

# 閣下簽署本接納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 閣下權利確定收購人、英皇證券及/或過戶處是否持有 閣下的個人資料,索取資料副本及更正任何不確資料。根據私隱條例,收購人、英皇證券及/或過戶處有權就處理任何查閱資料的要求收取合理費用。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的資料類別的要求,應向收購人或過戶處(視乎情況而定)提出。