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何聲明,並明確表示,概不對因本購股權要約接納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的任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Option Offer Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 7 June 2017 (the "Composite Document") jointly issued by Sage Global Holdings Limited as the offeror (the "Offeror") and PINE Technology Holdings Limited (the "Company").

除文義另有所規定外,本購股權要約接納表格所用詞彙與明智環球控股有限公司(作為要約人)(「要約人」)及松景科技控股有限公司(「本公司」)於二零一七年 六月七日聯合刊發之綜合要約及回應文件(「綜合文件」)內所界定者具有相同涵義。

FORM OF OPTION OFFER ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER. 閣下如欲接納購股權要約,請使用購股權要約接納表格。



PINE TECHNOLOGY HOLDINGS LIMITED 松景科技控股有限公司*

(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock Code: 1079) (股份代號:1079)

FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS GRANTED BY PINE TECHNOLOGY HOLDINGS LIMITED 松景科技控股有限公司 已授出購股權之購股權要約接納及註銷表格

All parts should be completed except the sections marked "Do not complete" 除註明「毋須填寫」的部分外,每項均須填寫

PINE Technology Limited, Unit 1201, 12/F, 148 Electric Road, North Point, Hong Kong 松景科技控股有限公司,香港北角電氣道148號12樓1201室

Signed by or for and on behalf of the Optionholder(s) in the presence of:

購股權持有人或其代表在下列見證人見證下簽署:

You must insert the total number of Share Option(s) for which the Option Offer is accepted. 閣下必須填上接納購股權要約之購股權總數。	FOR THE CONSIDERATION stated below, the Optionholder named below hereby accept(s) the Option Offer and agrees to surrender for cancellation of the number of Share Option(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 下述購股權持有人謹此按下列代價接納購股權要約並同意交回下列數目之購股權以供註銷,惟須遵守本表格及隨附之綜合文件內之條款及條件。			
	Number of Share Option(s) at the exercise price of HK\$0.207 per Share surrendered for cancellation (Note) 交回供註銷之行使價為每股股份0.207港元之購股權數目(附註)	FIGURES 數目	WORDS 大寫	
	Details of Optionholder 購股權持有人資料 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:	
		Address: 地址:		
			Telephone number: 電話號碼:	
	CONSIDERATION 代價	HK\$0.444 in cash for each Share Option 就註銷每份購股權而言,每份購股權為現金0.444港元		

Signature of witness 見證人簽署	
Name of witness 見證人姓名	Signature(s) of Optionholder(s) or its duly authorised agent(s)/company chop, if applicable 購股權持有人簽署或其正式授權代理人/公司印鑑(如適用)
Address of witness 見證人地址	
Occupation of witness 見證人職業	Date of submission of this Form of Option Offer Acceptance 提交本購股權要約接納表格之日期

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

If you are in any doubt as to any aspect of this Form of Option Offer 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 advisers.

CCBI is making the Option Offer on behalf of the Offeror. The making and the implementation of the Option Offer to Optionholders who are not resident in Hong Kong may be subject to the laws of the relevant overseas jurisdictions in which such Optionholders are located. If you are an Overseas Optionholder, you should inform yourself about and observe any applicable requirements and restrictions in your own jurisdictions. If you wish to accept the Option Offer, you should satisfy yourself as to the full observance of the applicable laws and regulations of the relevant jurisdiction in connection therewith (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes payable by you in such jurisdiction).

Acceptance by you will be deemed to constitute a representation and warranty from you to the Offeror that you (i) are permitted under all applicable laws to receive and accept the Option 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 has 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. You should consult your professional advisers if in doubt. This Form of Option Offer Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF OPTION OFFER ACCEPTANCE

The Offers are unconditional in all respects on the date on which the Offers are made. Optionholders are advised to read the Composite Document and when necessary, seek professional advice before completing this Form of Option Offer Acceptance. To accept the Option Offer made by CCBI on behalf of the Offeror to cancel your Share Option(s), you should complete and sign this Form of Option Offer Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Share Options (if applicable) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the whole of your holding of the Share Options, or, if applicable, for not less than such number of Share Options in respect of which you intend to accept the Option Offer, by post or by hand, in an envelope marked "PINE Technology Holdings Limited – Option Offer" to PINE Technology Holdings Limited, at Unit 1201, 12/F, 148 Electric Road, North Point, Hong Kong as soon as possible after the receipt of the Composite Document and in any event not later than 4:00 p.m. on Wednesday, 28 June 2017 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 Form of Option Offer Acceptance.

FORM OF OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror and CCBI

- 1. My/Our execution of this Form of Option Offer Acceptance (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Option Offer made by CCBI for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Share Options specified in this Form of Option Offer Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offeror and/or CCBI 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 Option Offer, by ordinary post at my/our risk to the person named at the address stated below within seven Business Days of the date of the receipt of this completed Form of Option Offer Acceptance and all the relevant documents (which should be received no later than 4:00 p.m. on Wednesday, 28 June 2017 (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code) by the Company to render the acceptance under the Option 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 Optionholder.)

Name: (in BLOCK LETTERS).

Address: (in BLOCK LETTERS)

- (c) 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 cancel my/our Share Option(s) surrendered for cancellation under the Option Offer; and
- (d) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CCBI and/or the Company and/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 Option Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, CCBI and the Company that (i) the number of Share Options specified in this Form of Option Offer Acceptance is/are hereby surrendered and renounced free from all Encumbrances and together with all rights attaching thereto on or after the date on which the Offers are made, being the date of despatch of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror and parties acting in concert with it, CCBI, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
- 3. In the event that my/our acceptance is not valid, in accordance with the terms of the Option 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 this Form of Option Offer Acceptance duly cancelled, together with the relevant certificate(s) of the Share Options (if applicable), by ordinary post at my/our own risk to the person and address stated in paragraph 1(b) above.
- 4. I/We enclose the relevant certificate(s) of the Share Options (if applicable) for the whole/part of my/our holding of Share Options which are surrendered for cancellation on the terms and conditions of the Option Offer. I/We understand that no acknowledgement of receipt of any Form of Option Offer Acceptance and/or certificate(s) of the Share Options (if applicable) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
- 5. I/We warrant and represent to the Offeror, CCBI and the Company that I am/we are the registered Optionholder(s) specified in this Form of Option Offer Acceptance and I/we have the full right, power and authority to surrender the Share Options for cancellation by way of acceptance of the Option Offer.
- 6. I/We warrant to the Offeror, CCBI and the Company that I/we have observed and am/are permitted under all applicable laws and regulations where my/our address is located as set out in the register of Optionholders of the Company to accept the Option Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
- 7. I/We warrant to the Offeror, CCBI and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in connection with my/our acceptance of the Option Offer.
- 8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Option Offer Acceptance, all the acceptance, instructions, authorisations and undertakings hereby given shall be irrevocable.
- 9. I/We understand that no acknowledgement of cancellation of any Share Option will be given.

本購股權要約接納表格乃重要文件,請即處理。

關下如對本購股權要約接納表格任何部分或應採取之行動有任何疑問,應諮詢 関下之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。

建銀國際茲代表要約人提出購股權要約。向並非居住於香港之購股權持有人提出及實施購股權要約可能受該等購股權持有人所在相關海外司法權區之法例約束。倘 閣下為海外購股權持有人,則應了解並遵守 閣下所在司法權區之任何適用規定及限制。 閣下如欲接納購股權要約,則應自行確保就此全面遵守相關司法權區之適用法例及法規(包括取得所需任何政府或其他同意,或遵守其他必要手續及支付 閣下於有關司法權區應付之任何轉讓或其他稅項。)

閣下一經提交接納書即被視為 閣下向要約人作出陳述及保證, 閣下(i)根據所有適用法例獲准收取及接納購股權要約及其任何修訂,(ii)已就該接納遵守相關司法權區之所有適用法例及法規,包括取得所需任何政府或其他同意,及(iii)已遵守任何其他必要手續且已支付任何發行、轉讓或在該司法權區之其他應繳稅項,並且根據所有適用法律,該接納將告有效並具約束力。如有疑問, 閣下應諮詢專業顧問。本購股權要約接納表格應與隨附之綜合文件一併閱覽。

本購股權要約接納表格之填寫方法

於提出要約之日,該等要約在各方面均為無條件。購股權持有人於填寫本購股權要約接納表格前務請閱覽綜合文件及尋求專業意見(如有需要)。為接納建銀國際代表要約人就按每股購股權0.444港元之現金價格收購 閣下之購股權所提出之要約,閣下應填妥及簽署本購股權要約接納表格封面頁並寄發整份表格,連同就 閣下持有的所有或部分購股權、或(倘適用)不少於 閣下擬接納購股權要約之購股權數目之有關證書(如適用)及/或任何其他權證文件(及/或就此所需任何令人可信納之一份或多份彌償保證書)一併以郵寄或專人送交方式(信封註明「格景科技控股有限公司-購股權要約」),送達格景科技控股有限公司,地址為香港北角電氣道148號12樓1201室,惟無論如何不得遲於二零一七年六月二十八日(星期三)下午四時正(香港時間),或要約人根據收購守則之規定可能釐定及公佈之較後時間及/或日期。綜合文件附錄一之條文已載入並構成本購股權要約接納表格之一部份。

有關要約之購股權要約接納表格

致: 要約人及建銀國際

- 1. 本人/吾等一經簽立本購股權要約接納表格(不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,並將構成:
 - (a) 本人/吾等不可撤回地接納由建銀國際代表要約人提出並載於綜合文件的購股權要約以收取代價,按綜合文件及本表格所載有關條款及條件收購本購股權要約接納表格上所填購股權數目;本人/吾等於本購股權要約接納表格上填上有關接納購股權要約之股份數目大於隨附於本購股權要約接納表格或上述由本人/吾等提供之購股權證書及/或其他所有權文件代表之購股權數目,或倘並無填上有關購股權數目,則本接納將被視為無效,而本購股權要約接納表格將不獲受理。倘本購股權要約接納表格所註明之數目小於本人/吾等之購股權,而本人/吾等已簽署本購股權要約接納表格,則本人/吾等將被視為已就相等於本購股權要約接納表格所註明之股份數目之購股權接納購股權要約;
 - (b) 本人/吾等不可撤回地指示及授權要約人及/或建銀國際或彼等各自之代理,就本人/吾等根據購股權要約之條款應得之現金代價,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,並於本公司接獲已填妥之本股權要約接納表格及使有關接納股權要約完整及有效之所有有關文件當日(其無論如何不得於二零一七年六月二十八日(星期三)下午四時正(香港時間)或要約人可能根據收購守則釐定及公佈之較後時間及/或日期送達)起計七個營業日內,按以下地址以平郵方式寄予以下人十,郵誤風險概由本人/吾等承擔;

(附註: 倘收取支票之人士有別於購股權之登記持有人,則請填上接收支票人士之姓名及地址。)

姓名:(請用正楷填寫))
地址:(請用正楷填寫))

- (c) 本人/吾等承諾於必要或適當時簽署其他文件並辦理有關手續,以註銷本人/吾等就接納購股權要約而交回之購股權;及
- (d) 本人/吾等同意追認要約人及/或建銀國際及/或本公司及/或彼等各自之代理或其在行使本表格所載任何權利時可能指定之任何人士可能進行 或實施之任何行動或事宜。
- 2. 本人/吾等明白本人/吾等接納購股權要約將被視為構成本人/吾等向要約人、建銀國際及本公司作出保證,(i)表示交回及放棄本購股權要約接納表格所列購股權數目,概不附帶所有產權負擔連同於該等要約作出日期(即寄發綜合文件之日期)當日或之後所附帶之所有權利;及(ii)本人/吾等並無採取或不採取任何行動而將引致或可能引致要約人、建銀國際、本公司或任何其他人士違反任何司法管轄區與購股權要約有關之法律或監管規定,且本人/吾等根據所有適用法例及法規獲准收取及接納購股權要約(及其任何修訂),而根據所有適用法例及法規,該接納為有效及具有約束力。
- 3. 如按購股權要約之條款本人/吾等之接納為無效,則上文第1段所載之所有指示、授權及承諾均會終止。在此情況下,本人/吾等授權並要求 閣下將已正式註銷之本購股權要約接納表格連同有關購股權證書(如適用),以平郵方式寄給在上文第1(b)段所列地址之有關人士,以交還本人/吾等,郵誤風險概由本人/吾等承擔。
- 4. 本人/吾等謹此附奉本人/吾等所持全部/部分購股權之有關購股權證書(如適用),交回 閣下按照購股權要約之條款及條件予以註銷。本人/吾等明白將不會就任何購股權要約接納表格及/或購股權證書(如適用)獲發收訖通知書。本人/吾等亦明白所有文件將以平郵方式寄出,郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等向要約人、建銀國際及本公司保證及表明,本人/吾等為本購股權要約接納表格所列明購股權數目之登記持有人,而本人/吾等有全部權利、權力及授權,透過接納購股權要約交回該等購股權以供註銷。
- 6. 本人/吾等向要約人、建銀國際及本公司保證,本人/吾等已遵守本人/吾等於購股權持有人登記冊所列地址之所有適用法律及法規以及根據所有適用法律及法規獲允許接納購股權要約及其任何修訂;而本人/吾等已取得任何所需政府、外匯管制或其他方面之同意,作出所有必要手續或遵守監管及/或法律規定所規定之一切登記或存檔;且本人/吾等已支付本人/吾等就該接納應付之所有發行費、轉讓費或其他稅項及徵費或其他所需款項;而有關接納將根據一切適用法律及法規屬有效及具約束力。
- 7. 本人/吾等向要約人、建銀國際及本公司保證,本人/吾等須就支付關於本人/吾等接納購股權要約應付之任何轉讓費或其他税項及徵費承擔全部責任。
- 8. 本人/吾等確認,除綜合文件及本購股權要約接納表格指明者外,所有特此作出之接納、指示、授權及承諾均不可撤回。
- 9. 本人/吾等確認,不會就註銷任何購股權獲發確認通知。

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, CCBI and the Company 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 Option Offer for your Share Option(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Option Offer.

2. Purposes

The personal data which you provide on this Form of Option Offer Acceptance 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 this Form of Option Offer Acceptance and the Composite Document;
- registering the cancellation of the Share Option(s)under your name;
- maintaining or updating the register of Optionholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or CCBI and/or the Company and/or their respective agents, officers and advisers;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror, CCBI or the Company; and
- any other incidental or associated purposes relating to the above and/ or to enable the Offeror, CCBI and/or the Company to discharge their obligations to the Optionholders and/or regulators and other purpose to which the Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Option Offer Acceptance will be kept confidential but the Offeror and/or CCBI and/or the Company and/ or Option Offer settlement agent 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, CCBI, the Company and/or any of their respective agents, officers and advisers:
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or CCBI and/or the Company in connection with the operation of their businesses;
- · 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 CCBI and/or the Company consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror and/or CCBI and/or the Company will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or CCBI and/or the Company hold(s) 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 CCBI and/or the Company 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, CCBI or the Company (as the case may be).

BY SIGNING THIS FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION, YOU AGREE TO ALL OF THE ABOVE.

* For identification only

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、建銀國際及本公司有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)之政策及慣例。

1. 收集 閣下個人資料之原因

如 閣下就購股權接納購股權要約 , 閣下須提供所需個人資料 。 倘 閣下未能提供所需資料,則可能導致 閣下之接納不獲受理或有 所延誤。其亦可能妨礙或延誤寄發 閣下根據購股權要約有權享有之 代價。

2. 用途

閣下於本購股權要約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 閣下之接納及核實本購股權要約接納表格及綜合文件載列 之條款及申請手續之合規情況;
- 登記 閣下名下購股權之註銷;
- 保存或更新有關購股權持有人之登記冊;
- 進行或協助進行簽名核實,以及進行任何其他資料核實或交換;
- 發佈要約人及/或建銀國際及/或本公司及/或彼等各自之代理、高級職員及顧問之通訊;
- 確定購股權持有人項下之權利;
- 披露有關資料以方便進行權利申索;
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露;
- 有關要約人、建銀國際、本公司之任何其他用途;及
- 有關上文任何其他附帶或關連用途及/或令要約人、建銀國際及/或本公司得以履行彼等對股東及/或監管機構之責任及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本購股權要約接納表格提供之個人資料將會保密,惟要約人及/或建銀國際及/或及本公司及/或購股權要約結算代理為達致上述或有關任何上述用途,可能作出彼等認為必需之查詢,以確認個人資料之準確性,尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料:

- 要約人、建銀國際、本公司及/或其各自之任何代理、高級職員及顧問;
- 為要約人及/或建銀國際及/或本公司提供與其業務營運有關之 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 閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約人及/或建銀國際及/或本公司於有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

要約人及/或建銀國際及/或本公司將按收集個人資料所需用途保留本表格所收集之個人資料。無需保留之個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

條例規定, 閣下有權確認要約人及/或建銀國際及/或本公司是否持有 閣下之個人資料,獲取該資料副本,以及更正任何錯誤資料。依據條例,要約人及/或建銀國際及/或本公司有權就處理任何資料之存取請求收取合理手續費。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別之資料之所有請求,須提交予要約人、建銀國際及/或本公司(視情況而定)。

閣下簽署本購股權要約接納表格即表示同意上述所有條款。