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FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE 2009 WARRANT OFFER. 本接納及過戶表格在 閣下欲接納二零零九年認股權證要約時適用。



(Incorporated in Hong Kong with limited liability) (於香港註冊成立之有限公司)

(Stock code 股份代號: 666)

# FORM OF ACCEPTANCE AND TRANSFER OF 2009 WARRANTS WITH AN EXERCISE PRICE OF HK\$0.33 PER SHARE OF YU MING INVESTMENTS LIMITED

禹銘投資有限公司已發行之行使價為每股0.33港元之 二零零九年認股權證之接納及過戶表格

一令令九十岭及惟尼之攻洞及泗广及相 All parts should be completed 每項均須填妥

Branch Registrar 股份過戶登記處

Tricor Secretaries Limited 点住秘書商務有限公司 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong 香港灣仔皇后大道東28號金鐘匯中心26樓

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the 2009 Warrant(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Offer Document. 根據本表格及附奉的綜合要約文件所載條款及條件,下列「轉讓人」現按下列代價,將以下註明之二零零九年認股權證轉讓予下列「承讓人」。

	Number of 2009 Warrant(s) (Note) 二零零九年認股權證數目 (附註)	FIGURE 数目	WORDS	大寫	
	2009 Warrant certificate number(s) 二零零九年認股權證證書號碼				
	TRANSFEROR(S) name(s) and address 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)	Family name(s) or company na 姓氏或公司名稱:	me(s):	Forename(s): 名字:	
		Address: 地址:		Telephone number:	
	CONSIDERATION 代價	HK\$0.00001 in cash for each 20 每份二零零九年認股權證現金0		電話號碼:	
	TRANSFEREE 承讓人	Name 名稱: Correspondence Address 通訊地 Occupation 職業:	址:	Bright Clear Limited 晴輝有限公司 P. O. Box 957, Offshore Incorporation Centre Road Town, Tortola, British Virgin Islands Corporation 法人團體	o,
PLEASE DO NOT DATE 請勿填寫日期	SIGNED by the parties to this transfer, thi	s day of	, 2009	由轉讓雙方於二零零九年	月日簽署
NAME OF WITNESS Address 地址 Occupation 職業	5 見證人姓名		Si	ignature(s) of Transferor(s) 轉讓人簽署	ALL JOINT HOLDERS MUST SIGN HERF 所有聯名持有人 均須於本欄別簽署
			Lister I IIII	<b>鸭</b> 碳八 <b>ઇ</b> 省	
Signed by the Transfe	eree in the presence of:	Do not complete 諸勿	For and on be		
代表承讓人在下列見證下簽署: SIGNATURE OF WITNESS 見證人簽署:				Limited 晴輝有限公司	
NAME OF WITNESS					
Address 地址:					
Tadicas Apail .			Signature(s) o 承讓人簽署	of Transferee	
Occupation 職業:				Authorised Signatory(ies) 授權簽署	
N . T	1 1 C2000 W . C 111 1 2	1000 W OCC 1 IC		1 . 1	11 11 6 2000

Note: Insert the total number of 2009 Warrants for which the 2009 Warrant Offer is accepted. If no number is inserted or a number in excess of your registered holding of 2009 Warrants is inserted on this form of acceptance and transfer and you have signed this form, you will be deemed to have accepted the 2009 Warrant Offer for your entire

registered holding of 2009 Warrants.

附註:請填上接納二零零九年認股權證要約之二零零九年認股權證總數。如 閣下並無在本接納及過戶表格上填上數目或所填數目超過 閣下所持之登記二零零九年認股權證數量並已簽署本表格,則 閣下將被視為已就名下持有之全部二零零九年認股權證接納二零零九年認股權證要約。

THIS FORM OF ACCEPTANCE AND TRANSFER 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 registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your 2009 Warrants in Yu Ming Investments Limited, you should at once hand this form of acceptance and transfer and the accompanying composite offer document to the purchaser(s) or the transferee(s) or to the bank or 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).

Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the accompanying composite offer document dated 8th May, 2009 (the "Composite Offer Document") issued jointly by Bright Clear Limited (the "Offeror") and Yu Ming Investments Limited (the "Company").

## HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Offer Document. The provisions of appendix I to the Composite Offer Document are incorporated into and form part of this form of acceptance and transfer.

To accept the 2009 Warrant Offer made by Yu Ming Investment Management Limited ("YMIM") on behalf of the Offeror, you should complete and sign this form of acceptance and transfer and forward this form, together with the relevant 2009 Warrant certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (the "Title Documents") for not less than the number of 2009 Warrants in respect of which you intend to accept the 2009 Warrant Offer, by post or by hand, marked "Yu Ming 2009 Warrant Offer" on the envelope, to the Registrar, Tricor Secretaries Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on 1st June, 2009 (or such later time and/or date as the Offeror may announce with the permission of the Executive).

## FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE 2009 WARRANT OFFER

To: The Offeror and YMIM

- My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
  - (a) my/our acceptance of the 2009 Warrant Offer made by YMIM on behalf of the Offeror, as contained in the Composite Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of 2009 Warrants specified in this 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) thereof, I/we shall be deemed to have accepted the 2009 Warrant Offer in respect of such number of 2009 Warrants as to which I/we am/are registered as the holder(s) on the register of the Company;
  - (b) my/our irrevocable instruction and authority to the Offeror, YMIM 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 2009 Warrant Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the 2009 Warrant 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 2009 Warrantholders) at the registered address shown in the register of 2009 Warrantholders of the Company:

(Insert name and address of the person to whom the cheque is to be sent if different from the registered 2009 Warrantholder or the first-named of joint registered 2009 Warrantholders.)

	0	,
Name:	(in block capitals)	
	(in block capitals)	
	•	

- (c) my/our irrevocable instruction and authority to the Offeror, YMIM 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 2009 Warrant(s) to be sold by me/us under the 2009 Warrant Offer and to cause the same to be stamped and to cause an endorsement to be made on this form of acceptance and transfer in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to the Offeror, YMIM or such person or persons as they may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this 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 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 2009 Warrant(s) tendered for acceptance of the 2009 Warrant Offer;
- (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 2009 Warrant(s) tendered for acceptance under the 2009 Warrant 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 and together with all rights attaching thereto as at the date on which the 2009 Warrant Offer is made, being the date of posting of the Composite Offer Document or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, made or paid, if any, on or after the date on which the 2009 Warrant Offer is made, being the date of posting of the Composite Offer Document;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, YMIM or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
- (g) my/our irrevocable instruction and authority to the Offeror, YMIM or their respective agent(s) to collect from the Registrar on my/our behalf the 2009 Warrant certificate(s) in respect of the 2009 Warrants due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s), 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 2009 Warrant certificate(s) subject to the terms and conditions of the 2009 Warrant Offer as if it/they were 2009 Warrant certificate(s) delivered to the Registrar together with this form of acceptance and transfer.
- 2. I/We understand that acceptance of the 2009 Warrant Offer by me/us will constitute a warranty by me/us to the Offeror and YMIM that (i) the number of 2009 Warrant(s) specified in this form of acceptance and transfer will be sold free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights attached thereto as at the date on which the 2009 Warrant Offer is made, being the date of posting of the Composite Offer Document or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made on or after the date on which the 2009 Warrant Offer is made, being the date of posting of the Composite Offer Document; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in the Company, the Offeror or YMIM or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the 2009 Warrant Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the 2009 Warrant Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the 2009 Warrant 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 Title Documents, together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 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 2009 Warrantholders) at the registered address shown in the register of 2009 Warrantholders of the Company.

Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant 2009 Warrant certificate(s) has/have been collected by the Offeror, YMIM or their respective agent(s) from the Registrar on your behalf, you will be sent such 2009 Warrant certificate(s) in lieu of the transfer receipt(s).

- 4. I/We enclose the Title Documents for the whole or part of my/our holding of 2009 Warrant(s) which are to be held by you on the terms and conditions of the 2009 Warrant Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer or Title Documents will be given. I/we further understand that all documents will be sent at my/our own risk.
- I/We warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our 2009 Warrants to the Offeror by way of acceptance of the 2009 Warrant Offer.
- 6. I/We warrant to the Offeror and YMIM that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of 2009 Warrantholders of the Company in connection with my/our acceptance of the 2009 Warrant Offer, including the obtaining of any governmental, exchange control or other consent which may be required and the compliance with necessary formalities or legal requirements.
- 7. I/We warrant to the Offeror and YMIM that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of 2009 Warrantholders of the Company.

本接納及過戶表格乃重要文件,請即處理。 閣下如對本接納及過戶表格任何方面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。

閣下如已出售或轉讓名下所有禹銘投資有限公司二零零九年認股權證,應立即將本接納及過戶表格連同附奉的綜合要約文件送交買方或承讓人或送交經手買賣或轉讓之銀行或持牌證券交易商或註冊證券機構或其他代理商,以便轉交買方或承讓人。

除文義另有所指外,本表格所用詞語之定義與晴輝有限公司(「收購人」)及禹銘投資有限公司(「本公司」)於二零零九年五月八日聯合刊發之綜合要約文件(「綜合要約文件」)所界定者具有相同涵義。

#### 加何埴窎本表格

本接納及過戶表格應與綜合要約文件一併閱讀。綜合要約文件附錄一之條文已納入本接納及過戶表格並成為其中部分。

閣下如欲接納禹銘投資管理有限公司(「禹銘」)代表收購人提出之二零零九年認股權證要約,應填妥並簽署本接納及過戶表格,並盡早將本表格連同不少於 閣下所持並欲接納二零零九年認股權證要約之二零零九年認股權證數目之二零零九年認股權證證書及/或過戶收據及/或任何其他權益文件(及/或任何就此所需並令人信納之彌償保證或該等彌償保證)(「權益文件」),以郵遞或以專人盡快送交股份過戶登記處卓佳秘書商務有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓,信封面請註明「禹銘二零零九年認股權證要約」,惟在任何情況下不得遲於二零零九年六月一日下午四時正(或收購人獲執行理事許可而可能公佈之較後時間及/或日期)送達股份過戶登記處。

## 二零零九年認股權證要約之接納及過戶表格

#### 致: 收購人及禹銘

- 本人/吾等簽署本接納及過戶表格(不論該表格有否已註明日期)對本人/吾等之繼承人及受讓人具約束力,並表示:
  - (a) 本人/吾等按綜合要約文件及本表格所載代價及條款與條件,就本接納及過戶表格所列明之二零零九年認股權證數目(或如未有列明數目或所列數目多於本人/吾等為登記持有人之二零零九年認股權證數目,則本人/吾等被視為已就本公司股東名冊內本人/吾等為登記持有人之二零零九年認股權證數目接納要約),接納由禹銘代表收購人提出並載於綜合要約文件中之二零零九年認股權證要約;
  - (b) 本人/吾等不可撤回地指示並授權收購人、禹銘或彼等各自之代理人以普通郵遞方式將本人/吾等按二零零九年認股權證要約之條款應得之現金代價(已扣除本人/吾等就接納二零零九年認股權證要約而須支付之一切賣方從價印花稅)以「不得轉讓一只入抬頭人賬戶」方式劃線開出支票予本人/吾等,然後寄予下文所列人士及地址(如未有於下欄列明姓名及地址,則按本公司二零零九年認股權證持有人名冊所登記之地址寄予本人或(如為聯名登記二零零九年認股權證持有人)當中排名首位之人士),郵 誤風險由本人/吾等承擔:

(倘收取支票之人士不同於登記二零零九年認股權證持有人或名列首位之聯名登記二零零九年認股權證持有人,則請在本欄填上接收支票人士之姓名及地址。)

姓名: (請用正楷)	
地址: (請用正楷)	

- (c) 本人/吾等不可撤回地指示並授權收購人、禹銘或彼等就此指定之人士,代表本人/吾等以根據二零零九年認股權證要約將由本人/吾等出售之二零零九年認股權證之賣方身份,依據香港法例第117章印花税條例第19(1)條所規定,訂立及簽署成交單據,並按該條例之規定加蓋印花及於本接納及過戶表格背書證明;
- (d) 本人/吾等不可撤回地指示並授權收購人、禹銘或彼等就此指定之人士,代表本人/吾等填妥及簽署任何文件,包括但不限於在本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,則刪去該日期而填上另一日期,並採取任何必要或權宜之行動,使本人/吾等就接納二零零九年認股權證要約而提呈之二零零九年認股權證轉歸收購人或其指定之人士所有;
- (e) 本人/吾等承諾於必要及適當時簽署其他文件並辦理其他手續,以確保本人/吾等就接納二零零九年認股權證要約而提呈之二 零零九年認股權證轉歸予收購人或其指定之人士,而上述二零零九年認股權證概不附帶一切第三方權利、留置權、申索權、抵 押、衡平權及產權負擔,並附帶於作出二零零九年認股權證要約日期(即刊登綜合要約文件日期)當日或其後所附一切權利,包 括但不限於收取所有於作出二零零九年認股權證要約日期(即刊登綜合要約文件日期)當日或其後所宣派、作出或派付之股息及 分派(如有);
- (f) 本人/吾等同意追認收購人、禹銘或彼等各自之代理人或彼等指定人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜;及
- (g) 本人/吾等不可撤回地指示並授權收購人、禹銘或彼等各自之代理人,於股份過戶登記處代本人/吾等領取憑出示隨附經本人/吾等正式簽署之過戶收據而須簽發予本人/吾等之二零零九年認股權證證書,並將有關二零零九年認股權證證書交予股份過戶登記處以及授權及指示股份過戶登記處根據二零零九年認股權證要約之條款及條件持有上述二零零九年認股權證證書,猶如有關二零零九年認股權證證書乃連同本接納及過戶表格一併交予股份過戶登記處。
- 2. 本人/吾等明白本人/吾等接納二零零九年認股權證要約將構成本人/吾等向收購人及禹銘保證,(i)本接納及過戶表格所列將予出售之二零零九年認股權證數目概不附帶一切第三方權利、留置權、申索權、抵押、衡平權及產權負擔,並附帶於作出二零零九年認股權證要約日期(即刊登綜合要約文件日期)當日或其後所附一切權利,包括但不限於收取所有於作出二零零九年認股權證要約日期(即刊登綜合要約文件日期)當日或其後宣派、作出或派付之股息及分派;及(ii)倘本人/吾等之註冊地址位於香港以外之司法權區,本人/吾等已至面遵守所有相關司法權區之法例、取得一切必要之政府、外匯管制或其他方面之許可、遵守所有必需之手續或法例規定,以及繳付任何人土應付之任何該轉讓或其他稅項,且並無採取或遺漏採取任何行動致使本公司、收購人或禹銘或任何其他人士就二零零九年認股權證要約或本人/吾等之接納行動建反任何司法權區之法例或規管規定,以及獲所有適用法例之許可收取及接納二零零九年認股權證要約(或其任何修訂),而根據所有適用法例。該接納乃屬有效及具約束力。
- 3. 倘按二零零九年認股權證要約之條款本人/吾等之接納屬無效或被視為無效,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 閣下將本人/吾等之權益文件連同已正式註銷之本接納及過戶表格以普通郵遞方式一併寄予上 文1(b)段所列之人士及地址,或倘並無列明姓名及地址,則按本公司二零零九年認股權證持有人名冊所登記之地址寄予本人或(如為 聯名登記二零零九年認股權證持有人)吾等當中名列首位之人士,郵誤風險由本人/吾等承擔。

附註: 倘 閣下交出一份或以上過戶收據,而收購人、禹銘或彼等各自之代理人已代表 閣下從股份過戶登記處領取有關二零零九 年認股權證之證書,則發還予 閣下者將為該等二零零九年認股權證之證書而非過戶收據。

- 4. 本人/吾等茲附上本人/吾等持有之全部或部份二零零九年認股權證之權益文件,由 閣下按二零零九年認股權證要約之條款及條件 予以保存。本人/吾等明白任何交回之接納及過戶表格或權益文件概不獲發收據。本人/吾等亦了解所有文件寄出後一切郵誤風險概 由本人/吾等承擔。
- 5. 本人/吾等保證,本人/吾等有十足權利、權力及授權以接納二零零九年認股權證要約之方式,向收購人出售及移交本人/吾等之二零零九年認股權證之所有權及擁有權。
- 6. 本人/吾等向收購人及禹銘保證,本人/吾等已遵守在本公司二零零九年認股權證持有人名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納二零零九年認股權證要約方面之法例,包括獲得任何必要之政府、外匯管制或其他方面之同意,以及遵守必需之手續或法例規定。
- 7. 本人/吾等向收購人及禹銘保證,本人/吾等須就支付本公司二零零九年認股權證持有人名冊上列示本人/吾等地址所在司法權區應付之任何轉讓費用或其他稅項及徵費承擔全部責任。

## **Personal Information Collection Statements**

This personal information collection statement informs you of the policies and practices of the Offeror, the Registrar 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 2009 Warrant Offer for your 2009 Warrants, 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 this form and the Composite Offer Document;
- registering transfers of the 2009 Warrant(s) out of your name;
- maintaining or updating the relevant register of 2009 Warrantholders:
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its holding companies, subsidiaries or agents such as the financial advisers and the Registrar;
- compiling statistical code information and Warrantholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and other purpose to which the Warrantholder 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 the Offeror 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 (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror and/or agent(s), such as the financial advisers 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 licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror 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 the Offeror 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, the Offeror 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 the Offeror or 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 閣下有關收購人、股份過戶登記 處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」)的政策及慣例。

## 1. 收集 閣下個人資料的原因

如欲就 閣下之二零零九年認股權證接納二零零九年認股權證要約, 閣下須提供所需的個人資料,倘 閣下未能提供 所需資料,則可能導致閣下的接納申請被拒或受到延誤。

## 2. 用途

閣下於本表格提供的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 閣下的接納申請及核實或遵循本表格及綜合要 約文件載列的條款及申請程序;
- 登記以 閣下名義的二零零九年認股權證轉讓;
- 保存或更新有關之二零零九年認股權證的持有人名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或 交換;
- 自收購人及/或其控股公司、附屬公司或代理人(如財 務顧問及股份過戶登記處)發佈通訊;
- 編製統計代碼資料及認股權證持有人資料;
- 按法例、規則或規定(無論法定或其他規定)作出披露;
- 有關收購人或股份過戶登記處業務的任何其他用途;
- 有關上文所述任何其他附帶或關連用途及認股權證持有人可能不時同意或知悉的其他用途。

# 3. 轉交個人資料

本表格提供的個人資料將作為機密資料妥當保存,惟收購人 及股份過戶登記處為達致上述或有關任何上述的用途,可能 作出彼等認為必需的查詢,以確認個人資料的準確性,尤其 可能披露、獲取或轉交(無論在香港或香港以外地區)該等個 人資料予下列任何及所有個人及實體,或自下列任何及所有 個人及實體披露、獲取或轉交(無論在香港或香港以外地區) 該等個人資料:

- 收購人及/或代理,如財務顧問及股份過戶登記處;
- 為股份過戶登記處的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、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的任何其他人或機構,如 閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 收購人或股份過戶登記處認為必需或適當情況下的任何其他個人或機構。

# 4. 獲取及更正個人資料

根據該條例的規定, 閣下可確認收購人或股份過戶登記處是否持有 閣下的個人資料,並獲取該資料副本,以及更正任何錯誤資料。依據該條例的規定,收購人及股份過戶登記處可就獲取任何數據的請求收取合理的手續費。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的資料的所有請求,須提交予收購人或股份過戶登記處(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