Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the composite offer and response document dated 23 December 2013 (the "Composite

Document") issued jointly by Tides Holdings II Ltd. and Tysan Holdings Limited. 除文義另有所指外,本表格所用詞語之定義與Tides Holdings II Ltd. 及泰昇集團控股有限公司於二零一三年十二月二十三日聯合刊發之綜合收購及回應文件 (「綜合文件」) 所界 定者具有相同涵義。

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FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER. 本接納及過戶表格在 關下欲接納股份要約時適用。



(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock Code: 687) (股份代號: 687)

## FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF TYSAN HOLDINGS LIMITED

泰 昇 集 團 控 股 有 限 公 司 已發行股本中每股面值0.10港元之股份之接納及過戶表格

# All parts should be completed

## 乞 石 仏 石 技 び

Share Registrar	母 垻 匀 須 填 女  Tricor Tengis Limited 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong			
股份過戶登記處 PLEASE DO NOTDATE 請勿填寫日期	卓佳登捷時有限公司 香港灣仔皇后大道東 28 號金鐘滙中心 26 樓  FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below			
	subject to the terms and conditions contained herein and in the accompanying Composite Document, 根據本表格及隨附的綜合文件所載條款及條件,下列「轉讓人」現接下列代價,將以下註明之股份轉讓予下列「承讓人」。			
	Number of Share(s) (Note) 股份數目 (開註)	FIGURES 數目	WORDS 大寫	
	Share certificate number(s) 股票號碼			
	TRANSFER FROM TRANSFEROR(S) name(s) and address in full 轉讓自轉讓人全名及地址 (EITHER TYPEWRITEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:	
		Registered address: 註冊地址:	Telephone number: 電話號碼:	
	CONSIDERATION 代價	HK\$2.86 in cash for each Share 每股股份為現金 2.86港元		
	TRANSFER TO TRANSFEREE 轉讓予承讓人	Name 名稱: Tides Holdings II Ltd. Correspondence address: Suite 901, Two International Finance Centre 8 Finance Street Central, Hong Kong 通訊地址: 香港中環金融街8號國際金融中心二期901室 Occupation 職業: Corporation 法人團體		
	<b>SIGNED</b> by the parties to this transfer, this	day of	一年月日簽署	
轉讓人在下列見證	sferor(s) in the presence of : 《人見證下簽署: WITNESS <b>見證人簽署</b>		ALL JOINT HOLDERS MUST SIGN HERE	
NAME OF WITNE			「□ 所有聯名持有人 均須於本欄 個別簽署	
Address 地址				
Occupation 職業		_		
Оссиранон ниже		Signature(s) of Transferor 轉讓人簽署	:(s)	
		Do not complete 請勿填寫本欄		
承讓人在下列見記	nsferee in the presence of : 證人見證下簽署: WITNESS <b>見證人簽署</b>	For and on behalf of 代表 Tides Holdings II Ltd.		
NAME OF WITN				

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this form of acceptance and transfer and you have signed this form, this form of acceptance and transfer will be returned to you for correction. Any corrected form of acceptance and transfer must be re-submitted and received by the Registrar on or before the latest time of acceptance of the Share Offer in order for it to be counted towards fulfilling the acceptance condition.

Signature of Transferee 承讓人簽署

Authorised Signatory(ies)

授權簽署

Address 地址

Occupation 職業

*附註*: 請填上接執股份要約之股份總數。如 關下並無在本接執及過戶表格上填上數目或所填數目超過 關下所持之登記持股量並已簽署本表格,則本接納及過戶表格將退回給 關下以作更正。任何經更正 的接納及過戶表格必須於接納股份要約的最後期限或之前再行提交並送達登記處,否則不可當作已履行接納條件。

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of the Share Offer, 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, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Shares, you should at once hand this form of acceptance and transfer and the accompanying 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 transferee(s).

The making of the Share Offer to persons with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Share Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction. You are advised to seek professional advice on deciding whether to accept the Share Offer.

#### HOW TO COMPLETE THIS FORM

The Share Offer is subject to conditions. This form of acceptance and transfer should be read in conjunction with the accompanying Composite Document.

To accept the Share Offer made by Barclays Capital Asia Limited ("Barclays") on behalf of Tides Holdings II Ltd. (the "Offeror"), you should complete and sign this form of acceptance and transfer and forward this form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole of your holding of Shares, or for not less than such number of Shares in respect of which you wish to accept the Share Offer, by post or by hand, marked "Tysan Share Offer" on the envelope, to the Registrar, Tricor Tengis Limited at 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by no later than 4:00 p.m. on Monday, 13 January 2014 (or such later time and/or date as the Offeror may determine and announce with the consent of the Executive and 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 and transfer

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

#### To: Barclays and the Offeror

- 1. 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 Share Offer made by Barclays 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 number of Shares specified in this form of acceptance and transfer;
  - (b) my/our irrevocable instruction and authority to the Offeror and/or Barclays 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 Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our own 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 Shareholders) at the registered address shown in the register of members of the Company.

(Insert 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 joint registered Shareholders.)

Name: (in block capitals)	
Address: (in block capitals)	

- (c) my/our irrevocable instruction and authority to the Offeror and/or Barclays 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 Share(s) to be sold by me/us under the Share 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 and/or Barclays 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 Share(s) tendered for acceptance of the Share 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 Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, rights of preemption and any other third party rights of any nature and together with all rights attaching thereto as at the Closing Date or subsequently becoming attached thereto, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the Closing Date;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Barclays 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 and/or Barclays or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Shares 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 share certificate(s) subject to the terms and conditions of the Share Offer as if it/they were share certificate(s) delivered to the Registrar together with this form of acceptance and transfer.
- 2. I/We understand that acceptance of the Share Offer by me/us will constitute a warranty by me/us to the Offeror that the number of Share(s) specified in this form of acceptance and transfer will be 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 thereto as at the Closing Date or subsequently becoming attached thereto, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the Closing Date
- 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share 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 other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/ our own 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 Shareholders) at the registered address shown in the register of member of the Company.
  - Note: Where you 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 Barclays or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).
- 4. I/We enclose the relevant share certificate(s) and/or transfer receipt(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 Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, share certificate(s) and/or transfer receipt(s) 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 at my/our own risk.
- 5. I/We warrant and represent to the Offeror and Barclays that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this form of acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
- 6. I/We warrant to the Offeror and Barclays that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Share 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 and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes 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 and Barclays that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Share Offer.

本接納及過戶表格乃重要文件,請即處理。 閣下如對股份要約、本接納及過戶表格之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。

閣下如已售出或轉讓各下所有股份,應立即將本接納及過戶表格及隨附之綜合文件送交買方或承讓人,或經手買賣或轉讓之持牌證券交易商、註 冊證券機構或其他代理商,以便轉交買方或承讓人。

向登記地址為香港以外司法權區之人士提出股份要約,或會受有關司法權區之法律影響或禁止。倘 閣下為香港以外司法權區之公民、居民或國民,則應自行了解並遵守任何適用法律之規定。倘 閣下欲接納股份要約, 閣下有責任完全遵守有關司法權區就有關方面之法律,包括取得任何所需之政府、外匯管制或其他方面之同意,或辦理其他必要之正式手續,並支付該司法權區之任何轉讓或其他應付税項。 閣下應尋求專業意見以決定是否接納股份要約。

## 如何填寫本表格

**股份要約需待條件達成後,方可作實。**本接納及禍戶表格應與隨附之綜合文件一併閱讀。

閣下如欲接納巴克萊亞洲有限公司(「巴克萊」)代表 Tides Holdings II Ltd.(「要約人」)提出之股份要約,應填妥並簽署本接納及過戶表格,並盡早將本表格連同 閣下所持全部股份或不少於 閣下欲接納股份要約之股份數目之股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需之可信納之彌償保證),以郵遞或以人手交登記處卓佳登捷時有限公司,地址為香港灣仔皇后大道東28號金鐘滙中心26樓,信封面請註明「泰昇股份要約」,但在任何情況下不得遲於二零一四年一月十三日(星期一)下午四時正前(或要約方可能決定並按收購守則且獲得執行人員同意後公佈之較後日期及時間)送達登記處。綜合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。

## 股份要約之接納及過戶表格

## 致: 巴克萊及要約人

- 1. 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股份數目,接納由巴克萊代表要約人提出 並載於綜合文件中的股份要約;
  - (b) 本人/吾等不可撤回地指示及授權要約人及/或巴克萊或彼等各自之代理人以平郵方式將本人/吾等根據股份要約之條款應得之 現金代價(扣除本人/吾等就本人/吾等就接納股份要約應付之所有賣方從價印花稅),以「不得轉讓一只准入抬頭人賬戶」方式劃 線開出支票予本人/吾等,然後按以下地址寄予以下人士,或如無於下欄填上姓名及地址,則按本公司股東名冊所示登記地址寄 予本人或吾等當中名列首位者(如屬聯名登記股東),郵誤風險概由本人/吾等承擔;

(倘收取支票之人士並非登記股東或名列首位之聯名登記股東,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/或巴克萊或彼等就此指定之有關人士,代表本人/吾等訂立及簽署依據香港法例第 117章印花稅條例第19(1)條規定本人/吾等作為根據股份要約出售股份之賣方須訂立及簽署之成交單據,並按該條例之規定安排 該單據加蓋印花及安排在本接納及過戶表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權要約人及/或巴克萊或彼指定之有關人士,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,然後填上另一日期,以及採取任 何其他必需或權宜之行動,使本人/吾等就接納股份要約而提早之股份要約轉歸要約人或其指定之有關人士所有;
- (e) 本人/吾等承諾於必要或合宜時簽署其他文件及辦理有關其他行動及事項,以確保將本人/吾等就接納股份要約而提呈之股份轉讓予要約人或其指定的有關人士,該等股份不附帶任何留置權、押記、產權負擔、優先購買權及任何性質的任何其他第三方權利,並連同於截止日期所附所有權利或其後所附所有權利,包括悉數收取記錄日期為截止日期或之後的全部股息及其他分派(如有)的權利;
- (f) 本人/吾等同意追認要約人及/或巴克萊或彼等各自之代理人或彼等指定之有關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及授權要約人及/或巴克萊或彼等各自之代理人,代表本人/吾等憑隨附經本人/吾等正式簽署之過 戶收據向本公司或登記處領取本人/吾等就股份應獲發之股票,並將有關股票送交登記處,且授權及指示登記處根據股份要約之 條款及條件持有該等股票,猶如該(等)股票已連同本接納及過戶表格一併送交登記處。
- 2. 本人/吾等明白本人/吾等接納股份要約將構成本人/吾等向要約人及巴克萊保證,本接納及過戶表格所列之股份數目不附帶任何留置權、押記、產權負擔、優先購買權及任何性質的任何其他第三方權利,並連同於截止日期所附所有權利或其後所附所有權利,包括悉數收取記錄日期為截止日期或之後的全部股息及其他分派(如有)的權利。
- 3. 倘按股份要約之條款本人/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/吾等之股票及/或過戶收據及/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 銷之本接納及過戶表格以平郵一併寄予上文1(b)所列之人士及地址,或如未有列明姓名及地址,則按本公司股東名冊所示登記地址寄予本 人或吾等當中名列首位者(如為聯名登記股東),郵誤風險概由本人/吾等承擔。

附註:倘 閣下交出一份或以上過戶收據,而要約人及/或巴克萊或彼等各自之代理人已代表 閣下從本公司或登記處領取有關股票, 則發還予 閣下者將為該(等)股票而非過戶收據。

- 4. 本人/吾等茲附上本人/吾等持有之全部或部分股份之相關股票及/或過戶收據及/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 閣下按股份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、股票及/或過戶收據及/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/吾等亦了解所有文件寄發後一切郵談風險概由本人/吾等承擔。
- 5. 本人/吾等向要約人及巴克萊保證及表明,本人/吾等為本接納表格指定股份數目之登記股東,而本人/吾等擁有全部權利、權力及權限,透過接納股份要約之方式向要約人出售及轉讓本人/吾等所持股份之所有權及擁有權。
- 6. 本人/吾等向要約人及巴克萊保證,本人/吾等已遵守本人/吾等於本公司股東名冊所列地址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股份要約及其任何修訂;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,及作出所有必要手續或遵守監管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東力。
- 7. 本人/吾等向要約人及巴克萊保證,本人/吾等須就支付本人/吾等於本公司股東名冊所示地址所在司法權區關於本人/吾等接納股份要約應付之任何轉讓費或其他稅項或徵費承擔全部責任。

#### PERSONAL DATA

#### **Personal Information Collection Statements**

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Barclays and the Registrar and in relation to personal data and the Ordinance.

#### 1. Reasons for the collection of your personal data

To accept the Share 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 Share 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 or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- 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 or subsidiaries or their agents such as Barclays and the Registrar;
- compiling statistical code information and shareholder profiles:
- · establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims and entitlements;
- any other purpose in connection with the business of the Offeror, Barclays or the Registrar; and

 any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Barclays to discharge its obligations to the Shareholders and/or under applicable laws and regulations, and other purpose to which the 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 the Offeror, Barclays 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, its subsidiaries or holding companies and/or their agent(s) such as Barclays and the Registrar;
- any agents, contractors or third party service providers who
  offer administrative, telecommunications, computer, payment
  or other services to the Offeror, Barclays or 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, Barclays
  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, Barclays 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, Barclays 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, Barclays or the Registrar (as the case may be).

BY SIGNING THIS FORM YOU AGREE TO ALL OF THE ABOVE

# 個人資料

## **此集個人資料聲明**

香港法例第486章個人資料(私隱)條例(「該條例」)的主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會 閣下有關要約人、巴克萊、登記處及有關個人資料及該條例的政策及慣例。

## 1. 收集 閣下個人資料的原因

如接納股份要約人, 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。這亦可能妨礙或延遲寄發 閣下根據股份要約應得的代價。

# 2. 用途

閣下於本表格及過戶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表格及綜合文件 載列條款及申請程序;
- 登記以 閣下名義的股份轉讓;
- 保存或更新有關股份之股東名冊;
- 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/或其附屬公司或控股公司或其代理人(例如 巴克萊及登記處)收取通訊;
- 編製統計代碼資料及股東資料;
- 確立股東之獲益權利;
- 按法例、規則或規定(無論法定或非法定規定)作出披露;
- 披露有關資料以方便進行權益申索;
- 有關要約人、巴克萊或登記處業務的任何其他用途;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/或巴克萊得以履行其股東及/或適用法例及法規項 下之責任,以及股東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,但要約人,巴克萊及登記處為達致上述任何用途,可能作出必需的查詢,以確認個人資料的準確性,彼等尤其可能披露、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:

- 要約人、其附屬公司或控股公司及/或其代理,例如巴克萊及登記處;
- 為要約人、巴克萊或登記處的業務經營提供行政、電訊、電腦、付款或其他服務的代理、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個人或機構,例如 閣下之銀行、律師、會計師或持牌證券交易商或證券登記機構;及
- 要約人、巴克萊或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

根據該條例之規定, 閣下可確認要約人、巴克萊或登記處是否持有 閣下的個人資料,並獲取該資料副本,以及更正錯誤資料。依據該條例的規定,要約人、巴克萊及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,須提交要約人、巴克萊或登記處(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款。