

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Acceptance, 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 of Acceptance.

香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the offer document dated 3rd January, 2012 issued by ITC Properties Group Limited (the "Offer Document").

除文義另有所指外，本接納表格所用詞彙與德祥地產集團有限公司於二零一二年一月三日刊發之收購建議文件（「收購建議文件」）所界定者具有相同涵義。



德祥地產集團有限公司\*

ITC PROPERTIES GROUP LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code : 199)

(於百慕達註冊成立之有限公司)

(股份代號 : 199)

CONDITIONAL VOLUNTARY OFFER

BY

OPTIMA CAPITAL LIMITED

ON BEHALF OF

ITC PROPERTIES GROUP LIMITED

TO REPURCHASE UP TO 260,000,000 SHARES

AT A PRICE OF HK\$2.60 PER SHARE (OF WHICH HK\$0.60 WILL BE SATISFIED BY CASH

AND THE BALANCE OF HK\$2.00 WILL BE SATISFIED BY WAY OF THE LOAN NOTES)

FORM OF ACCEPTANCE

創越融資有限公司

代表

德祥地產集團有限公司

提出有條件自願收購建議

按每股股份2.60港元之價格(其中0.60港元將以現金支付及餘額2.00港元將以貸款票據方式支付)

購回最多260,000,000股股份

接納表格

Please ONLY complete BOXES 1 and 4 and sign BOX 6 (Please see instructions overleaf)

只須填寫第1及4格，並於第6格簽署(請參閱背頁之指示)

Branch Share Registrar and Transfer Office in Hong Kong: Tricor Secretaries Limited

股份登記及過戶香港分處：卓佳秘書商務有限公司

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 Qualifying Shareholder(s) named below (the "Accepting Qualifying Shareholder(s)") hereby accept(s) the Offer in respect of the number of shares of HK\$0.01 each in the share capital of ITC Properties Group Limited specified in BOX 2 below, subject to the terms and conditions set out below and in the Offer Document.

下列合資格股東(「接納合資格股東」)現按下列代價，將以下第2格註明之德祥地產集團有限公司股本中每股面值0.01港元股份之數目接納收購建議，惟須受下文所述及在收購建議文件內載列之條款及條件所限制。

PLEASE  
COMPLETE  
THIS BOX



請填妥本格

BOX 1

第1格

NUMBER OF SHARES FOR WHICH THE OFFER IS ACCEPTED: (Please complete) (請填寫)

按收購建議  
接納之股份數目：

Please insert the total number of Shares for which the Offer is accepted (subject to the Assured Entitlements and scaling down mechanism for acceptances in excess of the Assured Entitlements as set out in the Offer Document).

請填上接納收購建議之股份總數(根據保證配額及收購建議文件所載在接納超出保證配額之股份數目時根據調減機制予以調減)。

PLEASE  
LEAVE  
THIS BOX  
BLANK



請勿填寫本格

BOX 2

第2格

NUMBER OF SHARES REPURCHASED 購回股份數目 (Do not complete 請勿填寫本欄)	Figures 數目 (Do not complete 請勿填寫本欄)	Words 大寫 (Do not complete 請勿填寫本欄)
--	---	---

PLEASE  
LEAVE  
THIS BOX  
BLANK



請勿填寫本格

BOX 3

第3格

CERTIFICATE NUMBER(S) 股票號碼 (Do not complete 請勿填寫本欄)
---

PLEASE  
COMPLETE  
THIS BOX



請填妥本格

BOX 4

第4格

ACCEPTING QUALIFYING SHAREHOLDER(S) name(s) and address(es) in full 接納合資格股東 姓名及詳細地址 (Either typewritten or written in block capitals) (請用打字機或以正楷填寫)	Surname(s) or company names 姓氏或公司名稱	Other Name(s) 名字
	Address(es) 地址	Telephone Number 電話號碼

PLEASE  
COMPLETE  
THIS BOX



請填妥本格

BOX 5

第5格

CONSIDERATION 代價
HK\$2.60 per Share (of which HK\$0.60 will be satisfied by cash and the balance of HK\$2.00 will be satisfied by way of the Loan Notes) 每股股份2.60港元(其中0.60港元將以現金支付及餘額2.00港元將以貸款票據方式支付)

PLEASE  
DO NOT  
DATE



請勿填寫日期

BOX 6

第6格

The repurchase is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
於二零一二年\_\_\_\_\_月\_\_\_\_\_日購回。

Signed by the Accepting Qualifying Shareholder(s) in the presence of:

接納合資格股東在下列見證人見證下簽署：

SIGNATURE OF WITNESS 見證人簽署

Address 地址

Occupation 職業

ALL JOINT  
REGISTERED HOLDERS  
MUST SIGN  
HERE

所有聯名登記  
持有人均須於  
本欄簽署

Signature(s) of the Accepting Qualifying Shareholder(s)  
接納合資格股東簽署

Date of signing  
簽署日期

\* For identification purpose only  
\* 僅供識別

**THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance or the Offer or as to the action you should take, 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 Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or transferee(s).

Optima Capital is making the Offer on behalf of the Company. The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Company, Optima Capital, the Registrar or any of their respective directors or any person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

The provisions set out herein form part of the terms and conditions of the Offer and this form should be read in conjunction with the Offer Document.

**WARNING: You should read carefully the instructions before completing this Form of Acceptance. NO ACCEPTANCES RECEIVED ARE ENTITLED TO BE WITHDRAWN AFTER THE OFFER BECOMES UNCONDITIONAL EXCEPT OTHERWISE DECIDED BY THE EXECUTIVE PURSUANT TO THE CODES.**

### HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Offer made by Optima Capital on behalf of the Company, you should complete and sign the Form of Acceptance overleaf and forward this entire Form of Acceptance, together with the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than the number of Shares in respect of which you wish to accept the Offer, by post or by hand, to the Registrar, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, in an envelope marked "ITC Properties Group Limited – Repurchase Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00 p.m. on Friday, 3rd February, 2012 (or such later time and/or date as the Company may decide and announce, subject to the prior consent of the Executive). Should any Qualifying Shareholder require any assistance in completing the Form of Acceptance or have any queries regarding the procedures for acceptance and settlement or any other similar aspect of the Offer, he/she may contact the Registrar on its telephone hotline at (852) 2980-1333 during the period from Tuesday, 3rd January, 2012 to the last date for submission of acceptances in respect of the Offer (which is expected to be Friday, 3rd February, 2012) (both days inclusive) between 9:00 a.m. and 6:00 p.m. from Mondays to Fridays (excluding Hong Kong public holidays) up to the Latest Acceptance Time.

### FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: Optima Capital, the Company and the Registrar

1. My/Our execution of the Form of Acceptance overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors and assigns) shall constitute:

(i) my/our irrevocable acceptance of the Offer made by Optima Capital on behalf of the Company and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in BOX 1 of the Form of Acceptance or, (i) if no such number is specified, I/we am/are deemed to have accepted the Offer in respect of the Shares tendered by me/us, as supported by share certificate(s), transfer receipt(s) and/or any other documents of title, subject to the scaling down mechanism; and (ii) if the total number of Shares inserted is greater than the Shares tendered, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title, I/we am/are deemed to have accepted the Offer in respect of the Shares as shall be equal to the number of the Shares, tendered by me/us, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title, (and/or any satisfactory indemnity or indemnities required in respect thereof) subject to scaling down;

(ii) my/our instruction and authority to the Company and/or Optima Capital 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) (if any), 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 of the Offer, as if it is/they were share certificate(s) delivered to them together with this Form of Acceptance;

(iii) my/our instruction and authority to the Company or its agent(s) or the Registrar (as applicable) 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, a certificate for the total amount of loan notes to be issued and registered in my/our name for the balance of the consideration to which I/we shall have become entitled under the terms of the Offer, and any share certificate(s), transfer receipt(s) or any other document(s) of title in respect of the ownership of for Shares (and/or any indemnity or indemnities in respect thereof) not repurchased (and/or, as applicable, balancing share certificate(s) (the loan notes certificate and the balancing share certificate will be sent/returned in jumbo form unless the Registrar is otherwise duly informed in writing in advance)) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named Accepting Qualifying Shareholder at the registered address shown in the register of members of the Company;

(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Qualifying Shareholder or the first-named of the joint registered Accepting Qualifying Shareholders.)

Name: (in block capitals) .....

Address: .....

(iv) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose, on my/our behalf, to make and execute the contract note and any other document, including an instrument of transfer, required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), if applicable 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 the Form of Acceptance (or instrument of transfer, if required) in accordance with the provisions of that Ordinance if applicable;

(v) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose to complete and execute any document (including, without limitation, any consolidated share transfer form) on my/our behalf including without limitation to insert a date in the Form of Acceptance or, if applicable, form of 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 selling my/our Shares to the Company;

(vi) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose to insert in BOX 2 the number of Shares to be repurchased by the Company or, if I/we or any other person shall have inserted a number, to delete such number and insert another number, provided that such number shall not exceed the number inserted, or deemed to be inserted, in BOX 1 and to insert in BOX 3 the corresponding share certificate number(s) or if I/we or any other person shall have inserted an incorrect number, to delete such number and insert the correct number; and

(vii) my/our undertaking to execute any further documents, take any further action and give any further assurances as the Company may consider necessary, desirable or expedient in connection with my/our acceptance of the Offer including, without limitation, to complete the Offer in respect of which I/we have accepted or is/are deemed to have accepted the Offer free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights attaching thereto on or after 28th November, 2011 (including the right to all dividends and distributions declared, made or paid on or after 28th November, 2011) and/or to perfect any of the authorities expressed to be given under this Form of Acceptance or the Offer Document.

2. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings given by me/us as contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Qualifying Shareholders) at the registered address referred to above.

Note: Where the Accepting Qualifying Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on the Accepting Qualifying Shareholders' behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).

3. I/We enclose the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the ownership of for the whole/part of my/our holding of Shares which are to be held by you on the terms of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance, share 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) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.

4. I/We warrant to the Company, Optima Capital, the Registrar or any of their respective directors or any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.

5. I/We warrant to the Company, Optima Capital, the Registrar or any of their respective directors or any person involved in the Offer that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the Register.

本接納表格為重要文件，請即處理。閣下如對本接納表格或收購建議的任何方面或閣下就此應採取之行動有任何疑問，應諮詢持牌證券交易商或註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下股份全部售出或以其他方式轉讓，應立即將本接納表格及收購建議文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商或其他代理商，以便此後轉交買主或承讓人。

創越融資正代表本公司提出收購建議。向海外股東提出收購建議或會受到有關司法權區之法例禁止或影響。倘閣下為海外股東，閣下應就收購建議於有關司法權區之影響尋求適當法律意見，以遵守任何適用法律或監管規定。任何海外股東如欲接納收購建議，須自行完全遵守有關司法權區之法例及規例，包括(但不限於)獲得任何所需政府、外匯管制或其他方面之同意，並辦理其他所需手續或遵行所有其他所需之監管或法律規定。閣下亦須完全負責任何過戶費用或其他稅項及有關司法權區徵收而應付之稅款。本公司、創越融資、登記處或彼等各自之任何董事或參與收購建議之任何人士有權就閣下可能需要繳付之任何稅項獲全數賠償及毋須為此承擔任何責任。閣下提交收購建議之接納書，將構成閣下保證，閣下根據一切適用法例獲准接受及接納收購建議及任何有關修訂，而此接納書根據所有適用法例為有效及具約束力。

本表格所載之條文構成收購建議之條款及條件之一部份，而本表格應連同收購建議文件一併閱讀。

警告：閣下於填寫本接納表格前，務請細閱有關指示。所有已交回之接納表格在收購建議成為無條件之後一概不能撤回，除非執行理事根據守則另行決定，則作別論。

### 填寫本接納表格之辦法

閣下如接納由創越融資代表本公司提出之收購建議，應填妥及簽署背頁之接納表格，然後將本接納表格整份連同不少於閣下願意接納收購建議之有關股份數目之有關股票、過戶收據及/或任何其他擁有權文件(及/或就此有關之有效彌償保證)，盡快以郵遞方式或專人交回，而無論如何必須於二零一二年二月三日(星期五)下午四時正之前(或本公司可能決定及宣佈之較後時間及/或日期，惟須取得執行理事事先同意)送達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，信封註明「德祥地產集團有限公司一購回建議」，方為有效。倘任何合資格股東於填寫接納表格時需要任何協助或對收購建議之接納及交付手續或任何其他類似方面有任何疑問，可由二零一二年一月三日(星期二)起至交回接納收購建議表格之最後日期(預期為二零一二年二月三日(星期五))(包括首尾兩天)止期間內，逢星期一至星期五(香港公眾假期除外)上午九時正至下午六時正(直至最後接納時間)，聯絡登記處，熱線電話號碼為(852) 2980-1333。

### 收購建議之接納表格

致：創越融資、貴公司及登記處

- 本人/吾等簽署背頁之接納表格(無論此表格有否填寫日期，本人/吾等之個人代表、遺產繼承人、繼任人及承讓人將受此約束)，即表示：
  - 本人/吾等以不可撤回方式接納創越融資代表貴公司提出並載於收購建議文件內之收購建議，按該文件及本表格所載之有關條款，願意接納本接納表格第1格所填寫之股份數目或：(i)如果未有指定股數，則接納本人/吾等會被當作已就本人/吾等交出之股份數目(按隨附之股票、過戶收據及/或任何其他擁有權文件所示)接納收購建議，惟須受調減機制所限；及(ii)如果所填上之股份總數超過交出之股份數目(按隨附之股票、過戶收據及/或任何其他擁有權文件所示)者，則本人/吾等會被當作已就相等於本人/吾等交出之股份數目(按隨附之股票、過戶收據及/或任何其他擁有權文件及/或任何就此所需並令人信納之任何一份或多份彌償保證書)所示)接納收購建議，惟須受調減機制所限；
  - 本人/吾等指示並授權貴公司及/或創越融資或彼等各自之代理人，代表本人/吾等憑內附本人/吾等已正式簽署之過戶收據(如有)，向貴公司或登記處領取本人/吾等應獲發股份之股票，並將有關股票送交登記處，及授權並指示由登記處按收購建議之條款保存該等股票，猶如該(等)股票已經連同本接納表格一併送交登記處；
  - 本人/吾等指示並授權貴公司或其代理人或登記處(倘適用)，以郵遞方式將本人/吾等按收購建議之條款應得之現金代價，以「不得轉讓一只准入抬頭人賬戶」劃線開出之支票，將予發行及本人/吾等按收購建議之條款應得之代價餘額以本人/吾等名義登記之貸款票據總額證書，連同未獲購回之股份之任何股票、過戶收據或任何其他擁有權文件(及/或任何有關之有效彌償保證)(及/或(倘適用)餘額股票(除非登記處事先獲正式書面通知，否則任何貸款票據證書及餘額股票將以一張股票形式寄發/退回)，按下列姓名及地址，以平郵方式寄予所列人士(如未有列明姓名及地址者，則按貴公司股東名冊所示登記地址寄予名列首位之接納合資格股東)，郵誤風險概由本人/吾等承擔；  
(倘若收取支票及其他文件之人士及地址並非登記接納合資格股東或名列首位聯名登記接納合資格股東之登記姓名及地址，則請在本欄填上應收取支票及其他文件之人士之姓名及地址。)  
姓名：(請用正楷填寫).....  
地址：.....
  - 本人/吾等指示並授權貴公司或其可能指定之人士，代表本人/吾等根據收購建議，以出售股份之賣方的身分，作出及簽署根據香港法例第117章印花稅條例第19(1)條(倘適用)指定須作出及簽署之合約票據或任何其他文件(包括過戶文據)，並按該條例(倘適用)條文繳付印花稅及安排批註接納表格(或過戶文據(如屬必須))；
  - 本人/吾等指示並授權貴公司或其可能就此指定之人士，代表本人/吾等填妥及簽署任何文件(包括但不限於任何合併股份過戶表格)，包括但不限於在接納表格或(如適用)在過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期並填上另一日期，以及採取任何必要或適宜之行動，使本人/吾等之股份可出售予貴公司；
  - 本人/吾等指示並授權貴公司或其可能就此指定之人士，在第2格填上將會由貴公司購回之股份數目，或倘本人/吾等或任何其他人士已填上數目，則刪去該數目並填上另一數目，惟該數目不得超過第1格已填上或視作已填上之數目；及在第3格填上有關股票號碼，或倘本人/吾等或任何其他人士填上之號碼不正確，請刪去該號碼，並填上正確號碼；及
  - 本人/吾等承諾於貴公司認為必要、適當或適宜時就本人/吾等接納收購建議簽署任何其他文件、採取進一步行動及提供任何進一步保證，包括但不限於貴公司就本人/吾等已接納或視作已接納收購建議完成購回股份，且股份並不附帶任何留置權、押記、產權負擔、衡平權、優先購買權或其他任何性質之第三方權利，以及連同於二零一一年十一月二十八日或之後附帶之所有權利(包括享有於二零一一年十一月二十八日或之後所宣派、作出或派付之所有股息及分派之權利)及/或履行接納表格或收購建議文件列明之任何授權。
- 倘按收購建議之條款，本人/吾等之接納被視為無效，則上文第1段所載本人/吾等賦予之/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本人/吾等之股票、過戶收據及/或任何其他擁有權文件(及/或任何有關之有效彌償保證)，連同已正式註銷之本接納表格，一併寄予上列人士，如未有列明姓名及地址，則按上述股東名冊所示登記地址，以平郵方式寄予本人或(如為聯名登記接納合資格股東)名列首位之持有人，郵誤風險概由本人/吾等承擔。  
附註：倘若接納合資格股東已寄出一份或以上過戶收據，而於此同時，本公司或其代理人亦已代接納合資格股東向登記處領取有關股票，則發還閣下者將為該等股票，而非原來之過戶收據。
- 本人/吾等茲附上本人/吾等持有之全部/部分股份之有關股票、過戶收據及/或任何其他擁有權文件(及/或就此有關之有效彌償保證)，由閣下根據收購建議之條款予以保存。本人/吾等明白將不會就任何接納表格、股票及/或過戶收據及/或任何其他擁有權文件(及/或就此有關之有效彌償保證)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。
- 本人/吾等向貴公司、創越融資、登記處或彼等各自之任何董事或參與收購之任何人士保證，本人/吾等已符合本人/吾等於本公司股東登記冊所列地址處司法權區有關本人/吾等接納收購建議之法例規定，包括取得任何政府、外匯管制或其他同意，以及辦理一切必需之正式手續及遵行其他所需之法律或監管規定而辦理任何登記或存檔事宜。
- 本人/吾等向貴公司、創越融資、登記處或彼等各自之任何董事或參與收購建議之任何人士保證，本人/吾等將就支付任何過戶費用或其他稅項或本人/吾等於股東名冊所載司法權區徵收而應付之稅款承擔全部責任。

## Personal Data

### Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance") came into effect in Hong Kong on 20th December, 1996. This personal information collection statement informs you of the policies and practices of the Company, Optima Capital and/or 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 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. 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 of Acceptance 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 and the Offer Document;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Company, Optima Capital, the Registrar and/or their respective agents;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other incidental or associated purposes relating to the above and/or to enable the Company, Optima Capital and/or the Registrar to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree or be informed of.

#### 3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Company, Optima Capital 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 Company, Optima Capital, the Registrar and/or their respective agents;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Company, Optima Capital and/or the Registrar in connection with the operation of their business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as their bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Company, Optima Capital and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

**BY SIGNING THIS FORM OF ACCEPTANCE, 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 Company, Optima Capital 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 Company, Optima Capital 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 Company, Optima Capital and/or the Registrar (as the case may be).

## 個人資料

### 收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「私隱條例」)之主要條文已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旨在知會閣下有關本公司、創越融資及/或登記處就有關個人資料及私隱條例之政策及常規。

#### 1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份接納收購建議，則閣下須提供所需個人資料。若未能提供所需資料，可能會導致閣下之接納不獲受理或有所延誤。此舉有可能阻延寄發閣下根據收購建議應得之代價。

#### 2. 資料用途

閣下於本接納表格提供之個人資料可以任何方式採用、持有及/或保存，以作下列用途：

- 處理閣下之接納及核實是否遵守本接納表格及收購建議文件載列之條款及申請手續作出；
- 核對或協助核對簽名，以及核對或交換任何其他資料；
- 送遞由本公司、創越融資、登記處及/或彼等各自之代理人發出之通訊；
- 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)之要求作出披露；
- 披露有關資料以便加快進行申索或獲得所有權；
- 與上述有關之任何其他附帶或相關用途及/或令本公司、創越融資及/或登記處得以履行彼等對股東及/或適用法規項下之責任，以及股東可能不時同意或接獲通知之任何其他用途。

#### 3. 轉交個人資料

本接納表格所載個人資料將會保密，但本公司、創越融資及/或登記處可能會作出彼等認為必要之查詢以確定個人資料之準確性，以便有關資料可作任何上述用途，尤其是彼等可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港或香港以外地方)：

- 本公司、創越融資、登記處及/或彼等之各自代理人；
- 任何向本公司、創越融資及/或登記處提供與其業務運作有關之行政、電訊、電腦、付款或其他服務之代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 現時或擬與閣下有業務往來之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 本公司、創越融資及/或登記處在該情況下認為必需或適當之任何其他人士或機構。

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，查證是否本公司、創越融資及/或登記處持有閣下之個人資料，並索取資料副本及更正任何不確資料。根據私隱條例，本公司、創越融資及/或登記處有權就處理任何查閱資料之要求收取合理的手續費。所有關於查閱資料或更正資料或詢問關於政策及常規及所持資料類別之要求，應向本公司、創越融資及/或登記處(視乎情況而定)提出。