Unless the context otherwise requires, terms used in this PINK Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 12 December 2011 (the "Composite Document") issued jointly Tack Hsin Holdings Limited and China Nuclear Industry 23 Construction (Hong Kong) Company Limited. 除文義另有所指外,本粉紅色接納表格所用詞彙與德興集團有限公司\*與中國核工業二三建設 (香港) 有限公司於二零一一年十二月十二日聯合刊發之綜合要約及回應文件「「綜合文件」,所界定者具有相同涵義。

件(「綜合文件」) 所界定有具有相同涵義。
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 PINK 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 PINK Form of Acceptance.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本粉紅色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粉紅色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束擔任何責任。

PINK FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE ACQUISITION CONVERTIBLE BOND OFFER. 閣下如欲接納收購事項可換股債券收購要約,請使用本粉紅色接納及過戶表格。



## TACK HSIN HOLDINGS LIMITED

(德興集團有限公司\*)

(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock Code: 611) (股份代號: 611)

# PINK FORM OF ACCEPTANCE AND TRANSFER OF THE ACQUISITION CONVERTIBLE BONDS ISSUED BY TACK HSIN HOLDINGS LIMITED 德興集團有限公司\*發行之收購事項可換股債券之粉紅色接納及過戶表格

To be completed in full 每項均須填寫

Branch share registrar in Hong Kong: Tricor Tengis Limited

香港股份過戶登記分處:卓佳登捷時有限公司 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

Note: Insert the principal amount of the Acquisition Convertible Bonds for which the Acquisition Convertible Bond Offer is accepted. If no principal amount is inserted or a principal amount in excess of your registered holding of the Acquisition Convertible Bonds is inserted and you have inserted and you have signed this PINK Form of Acceptance, you will be deemed to have will be deemed to have accepted the Acquisition Convertible Bond Offer for your entire registered holding of the Acquisition Convertible Bonds.

FOR THE CONSIDERATION stated Offer in respect of the Acquisition Con Acquisition Convertible Bonds subject t 下述「轉讓人」謹此接納收購事項可換可換股債券,惟須遵守本表格及綜合文	vertible Bonds held to the terms and co 股債券收購要約,	d by the Transferor(s) spec nditions contained herein a 按下列代價向下述「承讓	cified below and and in the Compo	transfers to Transferee such site Document.
Principal amount of the Acquisition Convertible Bonds to which this acceptance relates ( <i>Note</i> ) 是項接納涉及之 收購事項可換股債券本金額 ( <i>附註</i> )	AMOUNT	金額	WORDS	大寫
Certificate number(s) 踏書號碼				

Family name(s) / Company name(s) Forename(s) TRANSFEROR(S) 姓氏/公司名稱 name(s) and address in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR Registered address 登記地址 WRITTEN IN BLOCK CAPITALS) Telephone number: (請用打字機或正楷填寫) 電話號碼: CONSIDERATION HK\$0.4167 in cash for every HK\$1 face value of the Acquisition Convertible Bonds 代價 就每港幣1元面值之收購事項可換股債券之代價為現金港幣0.4167元 Name 名稱: China Nuclear Industry 23 Construction (Hong Kong) Company Limited 中國核工業二三建設 (香港) 有限公司 Correspondence Address 通訊地址: Unit 1110, 11/F, 113 Argyle Street, Mongkok, TRANSFEREE Kowloon, Hong Kong 香港九龍旺角亞皆老街113號11樓1110室 承讓人 upation 職業:Corporation 法團

		Occupation 概果·Corporation 公園		
轉讓人在下列見證/ Signature of Witness Name of Witness 見	y the Transferor(s) in the presence of: 下列見證人見證下簽署: e of Witness 見證人簽署		ALL JOINT HOLDERS MUST SIGN HERE 所有聯名持有 均須於本欄 簽署	
Occupation of Witne	ess 見證人職業	Date of submission of this PINK Form of Acceptance 提交本粉紅色接納表格之日期	-	

Do not complete 請勿填寫本欄				
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署: Signature of Witness 見證人簽署 Name of Witness 見證人姓名 Address of Witness 見證人地址	授權簽署人 ————			
Occupation of Witness 見證人職業	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署			

#### THIS PINK FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this PINK Form of 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 adviser.

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

Fortune Securities is making the Acquisition Convertible Bond Offer on behalf of the Offeror. The making of the Acquisition Convertible Bond Offer to the Acquisition Convertible Bondholder having a registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an Acquisition Convertible Bondholder having a registered address outside of Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Acquisition Convertible Bond Offer, it is you responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes payable by you in respect of the acceptance of the Acquisition Convertible Bond Offer by you will constitute a warranty by you to the Offeror and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Acquisition Convertible Bond Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other requirements due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This PINK Form of Acceptance should be read in conjunction with the Composite Document.

#### HOW TO COMPLETE THIS PINK FORM OF ACCEPTANCE

The Acquisition Convertible Bond Offer is conditional. Acquisition Convertible Bondholder is advised to read the Composite Document before completing this PINK Form of Acceptance. To accept the Acquisition Convertible Bond Offer made by Fortune Securities on behalf of the Offeror, you should complete and sign this PINK Form of Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Acquisition Convertible Bonds and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the principal amount of the Acquisition Convertible Bonds in respect of which you wish to accept the Acquisition Convertible Bond Offer, by post or by hand, to the Registrar, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not later than 4:00 p.m. on Tuesday, 3 January 2012 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 PINK Form of Acceptance.

#### PINK FORM OF ACCEPTANCE IN RESPECT OF THE ACQUISITION CONVERTIBLE BOND OFFER

#### To: The Offeror and Fortune Securities

- My/Our execution of this PINK Form of Acceptance (whether or not such PINK Form of Acceptance is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Acquisition Convertible Bond Offer made by Fortune Securities 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 principal amount of the Acquisition Convertible Bonds specified in this PINK Form of Acceptance or, if no such principal amount is specified than I/we am/are registered as the holder(s) thereof, in respect of such principal amount of the Acquisition Convertible Bonds as to which I/we am/are registered as the holder(s);
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Fortune Securities 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 Acquisition Convertible Bond Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Acquisition Convertible Bond 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/us or the first-named of us (in the case of joint registered holders) at the address as shown in the register of Acquisition Convertible Bondholders maintained by the Company within 10 days of the later of the date on which the Acquisition Convertible Bond Offer becomes or is declared unconditional and the receipt of all the relevant documents by the Registrar to render the acceptance under the Acquisition Convertible Bond 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 holder(s) of the relevant Acquisition Convertible Bonds or the first-named of joint registered holders.)

Name: (in BLOCK LETTERS)....

## Address: (in BLOCK LETTERS).

- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Fortune Securities and/or such person or persons as any of them 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 Acquisition Convertible Bond(s) to be sold by me/us under the Acquisition Convertible Bond Offer and to cause the same to be stamped and to cause an endorsement to be made on this PINK Form of Acceptance in accordance with the provisions of that Ordinance;
- (d) 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 Acquisition Convertible Bonds tendered for acceptance under the Acquisition Convertible Bond 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 whatsoever and together with all rights accruing or attaching thereto on or after the date of the Composite
- (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Fortune Securities 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 Acquisition Convertible Bond Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Fortune Securities that the principal amount of Acquisition Convertible Bonds specified in this PINK Form of Acceptance are sold free from all third-party rights, liens, claims, charges, equities, and encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date of the Composite Document.
- 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Acquisition Convertible Bond Offer, all instructions, authorizations 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 relevant certificate(s) of the Acquisition Convertible Bonds and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this PINK Form of Acceptance duly cancelled, by ordinary post at my/our 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 holders) at the address as shown in the register of the Acquisition Convertible Bondholders maintained by the Company.
  - Note: If you submit the transfer receipt(s) upon acceptance of the Acquisition Convertible Bond Offer and in the meantime the relevant certificate(s) in respect of the Acquisition Convertible Bonds is/are collected by any of the Offeror and/or Fortune Securities or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned such certificate(s) in respect of the Acquisition Convertible Bonds in lieu of the transfer receipt(s).
- 4. I/We enclose the relevant certificate(s) the Acquisition Convertible Bonds 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 the relevant Acquisition Convertible Bonds which are to be held by you on the terms and conditions of the Acquisition Convertible Bond Offer. I/We understand that no acknowledgement of receipt of any PINK Form of Acceptance, certificate(s) and/or transfer receipt(s) (if applicable) 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 by ordinary post at my/our own risk.
- 5. I/We warrant and represent to the Offeror, Fortune Securities and the Company that I am/we are the register holder(s) of the Acquisition Convertible Bonds specified in this PINK Form of Acceptance. I/we have the full right, power and authority to sell and pass the title and ownership of my/our Acquisition Convertible Bonds to the Offeror by way of acceptance of the Acquisition Convertible Bond Offer.
- 6. I/We warrant to the Offeror, Fortune Securities and the Company 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 the Acquisition Convertible Bondholders to accept the Acquisition Convertible Bond 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 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, Fortune Securities 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 respect of the jurisdiction where my/our address is located as set out in the register of the Acquisition Convertible Bondholders maintained by the Company in connection with my/our acceptance of the Acquisition Convertible Bond Offer.
- 8. I/We acknowledge that, save as expressly provided in the Composite Document and this PINK Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby
- 9. I/We acknowledge that my/our Acquisition Convertible Bonds sold to the Offeror by way of acceptance of the Acquisition Convertible Bond Offer will be registered under the name of

本粉紅色接納表格乃重要文件, 閣下須即時處理。

閣下如對本粉紅色接納表格任何方面或應採取之行動有任何疑問,應諮詢 閣下的持牌證券商或註冊證券機構、銀行經理、律師、專業會計師或 其他專業顧問。

閣下如已將名下之收購事項可換股債券全部售出或以其他方式轉讓,應立即將本粉紅色接納表格連同綜合文件一併送交買主或承讓人,或經手買賣或轉讓之銀行、持牌證券商、註冊證券機構或其他代理,以便轉交買主或承讓人。

富強證券正代表收購方提出收購事項可換股債券收購要約。向登記地址位於香港境外之收購事項可換股債券持有人提出收購事項可換股債券收購要約或會受到有關司法權區之法例影響。倘 閣下為登記地址位於香港境外之收購事項可換股債券持有人, 閣下應自行了解及遵守任何適用法律或監管規定。 閣下如欲接納收購事項可換股債券收購要約,須自行信納全面遵守有關司法權區之相關法律及法規,包括獲得一切所需之政府、外匯管制或其他方面之同意,並遵守一切所需手續及監管或法律規定。 閣下將須就接納收購事項可換股債券收購要約應付之任何有關發行費、轉讓費或其他稅項負責。 閣下接納收購事項可換股債券收購要約,即構成 閣下向收購方及本公司保證其已遵守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收及接納收購事項可換股債券收購要約及其任何修訂,而 閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他方面之同意,並已支付 閣下於任何地區接納而應付之所有發行費、轉讓費或其他稅項或其他稅需款項,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。

本粉紅色接納表格應連同綜合文件一併閱覽。

# 本粉紅色接納表格之填寫方法

收購事項可換股債券收購要約附帶條件。收購事項可換股債券持有人於填妥本**粉紅色**接納表格前務須細閱綜合文件。 閣下如欲接納富強證券代表收購方提出之收購事項可換股債券收購要約,應填妥及簽署本**粉紅色**接納表格背頁,建同 閣下欲接納收購事項可換股債券收購要約之收購事項可換股債券本金額之相關證書及/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),一併以郵寄或專人送交方式盡快送抵股份過戶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號金鐘匯中心26樓,無論如何不得遲於二零一二年一月三日(星期二)下午四時正,或收購方根據收購守則所釐定及公佈之較後時間及/或日期。綜合文件附錄一所載之條文已載入並構成本粉紅色接納表格之一部份。

## 收購事項可換股債券收購要約之粉紅色接納表格

## 致: 收購方及富強證券

- 1. 本人/吾等一經簽立本粉紅色接納表格(不論有否填寫日期),本人/吾等之承繼人及受讓人將受此約束,並表示:
  - (a) 本人/吾等按綜合文件及本**粉紅色**接納表格所述代價,按照並遵守當中所述條款及條件,就本**粉紅色**接納表格所註明之收購事項可 換股債券本金額,不可撤回地接納綜合文件所載由富強證券代表收購方提出之收購事項可換股債券收購要約,或如未有填上該等本 金額或填上之本金額超過本人/吾等以登記持有人名義持有之本金額,則就本人/吾等名下登記持有之有關收購事項可換股債券本 金額接納收購事項可換股債券收購要約;
  - (b) 本人/吾等不可撤回地指示及授權收購方及/或富強證券或彼等各自之代理,就本人/吾等根據收購事項可換股債券收購要約之條款應得之現金代價(扣除本人/吾等有關本人/吾等接納收購事項可換股債券收購要約應付之賣方從價印花稅),以「不得轉讓一只准入拾頭人賬戶」方式向本人/吾等開出劃線支票,然後於收購事項可換股債券收購要約成為或宣佈成為無條件之日或 貴公司之股份過戶登記處接獲一切有關文件致使收購事項可換股債券收購要約項下之接納為完整及有效之日(以較遲者為準)起計10日內,按以下地址以平郵方式寄予以下人士,或如無於下欄填上姓名及地址,則按本人/吾等在 貴公司之收購事項可換股債券持有人名冊所示地址,寄予本人/吾等或吾等當中名列首位者(如屬聯名登記持有人),郵誤風險概由本人/吾等承擔;

(附註: 倘收取支票之人士並非相關收購事項可換股債券之登記持有人或名列首位之聯名登記持有人,則請在本欄填上該名人士之姓名及地址。)

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收購方及/或富強證券及/或彼等其中一方可能就此指定之人士,代表本人/吾等以根據收購事項可換股債券收購要約出售收購事項可換股債券之賣方身份,訂立及簽署香港法例第117章印花税條例19(1)節所規定須訂立及簽署之買賣單據,並根據該條例規定安排在本粉紅色接納表格加蓋印花及背書證明;
- (d) 本人/吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項,以將本人/吾等根據收購事項可換股債券收購要 約提交接納之收購事項可換股債券轉讓予收購方或其可能指定之有關人士,該等收購事項可換股債券不附帶一切第三方權利、留置 權、申索權、押記、衡平權及產權負擔,並連同於綜合文件日期或之後累算或附帶之一切權利;及
- (e) 本人/吾等同意追認收購方及/或富強證券或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜。
- 2. 本人/吾等明白本人/吾等接納收購事項可換股債券收購要約,將被視為構成本人/吾等向收購方及富強證券保證本粉紅色接納表格所 註明收購事項可換股債券本金額將在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔,並連同於綜合文件日期或之後 累算或附帶之一切權利下出售。
- 3. 倘按收購事項可換股債券收購要約之條款本人/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/吾等收購事項可換股債券之相關證書及/或其他所有權文件(及/或就此所需並令人信納之獨償保證) 連同已正式註銷之本粉紅色接納表格以平郵方式一併寄予上述第1(b)段所列之人士及地址,或如未有列明姓名及地址,則按本人在 貴公司之收購事項可換股債券持有人名冊所示地址寄予本人或吾等當中名列首位者(如屬聯名登記持有人),郵誤風險概由本人/吾等承擔。
  - 附註:閣下於接納收購事項可換股債券收購要約時提交過戶收據,而與此同時任何收購方及/或富強證券或彼等任何代理已代表 閣下 向 貴公司或股份過戶登記處領取有關收購事項可換股債券相關證書,則 閣下將獲發還有關收購事項可換股債券相關證書,而並 非上述過戶收據。
- 4. 本人/吾等茲附上本人/吾等持有之全部或部份收購事項可換股債券之相關證書及/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 閣下按收購事項可換股債券收購要約之條款及條件予以保存。本人/吾等明白任何交回之粉紅色接納表格、證書及/或過戶收據(如適用)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/吾等亦了解以平郵方式寄發所有文件之一切郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等向收購方、富強證券及 貴公司保證及聲明,本人/吾等為本**粉紅色**接納表格所註明收購事項可換股債券之登記持有人。本人/吾等有十足權利、權力及授權以接納收購事項可換股債券收購要約之方式,向收購方出售及移交本人/吾等之收購事項可換股債券之所有權及擁有權。
- 6. 本人/吾等向收購方、富強證券及 貴公司保證,本人/吾等已遵守本人/吾等於收購事項可換股債券持有人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收購事項可換股債券收購要約及其任何修訂;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束力。
- 7. 本人/吾等向收購方、富強證券及 貴公司保證,本人/吾等須就支付本人/吾等於收購事項可換股債券持有人名冊所示地址所在司法權區關於本人/吾等接納收購事項可換股債券收購要約應付之任何轉讓費或其他稅項或征費承擔全部責任。
- 8. 本人/吾等知悉,除綜合文件及本**粉紅色**接納表格明文規定外,據此作出之所有接納、指示、授權及承諾均不可撤回。
- 本人/吾等知悉,本人/吾等以接納收購事項可換股債券收購要約之方式向收購方出售之收購事項可換股債券將以收購方或其代名人名 義登記。

### PERSONAL DATA

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

This personal information collection statement informs you of the policies and practices of the Offeror, Fortune Securities, the Company and 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 Acquisition Convertible Bond Offer for your Acquisition Convertible Bonds, 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 Acquisition Convertible Bond Offer

#### 2. Purposes

The personal data which you provide on this PINK 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 PINK Form of Acceptance and the Composite Document;
- registering transfers of the Acquisition Convertible Bonds out of your name;
- maintaining or updating the relevant register of Acquisition Convertible Bondholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or the Company and/or their respective agents, officers and advisers:
- compiling statistical information and Acquisition Convertible Bondholder profiles;
- establishing benefit entitlements of the Acquisition Convertible Bondholder(s);
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements:
- any other purpose in connection with the business of the Offeror and the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Fortune Securities and/or the Company to discharge its obligations to the Acquisition Convertible Bondholder(s) and/or under applicable regulations, and other purpose to which the Acquisition Convertible Bondholder(s) may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this PINK Form of Acceptance will be kept confidential but the Offeror and/or Fortune Securities and/or the Company 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, Fortune Securities, the Company, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Fortune Securities and/or the Company and/or the Registrar;
- 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 Fortune Securities and/or the Company and/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 and/or Fortune Securities and/or the Company 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 Ordinance, the Offeror and/or Fortune Securities and/or the Company 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, Fortune Securities, the Company or the Registrar (as the case may be).

BY SIGNING THIS PINK FORM OF ACCEPTANCE, 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 閣下有關收購方、富強證券、本公司及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」)之政策及慣例。

# 1. 收集 閣下個人資料之原因

倘 閣下欲就 閣下之收購事項可換股債券而接納收購事項可換股債券收購要約,則 閣下須提供所需之個人資料,若未能提供所需資料,可能會導致 閣下之接納申請被拒或受到延迟。這亦可能妨礙或延遲寄發 閣下根據收購事項可換股債券收購要約應得之代價。

# 2. 用途

閣下於本**粉紅色**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 閣下之接納申請及核實或遵循本粉紅色接納表格及 綜合文件載列之條款及申請手續;
- 登記以 閣下名義之收購事項可換股債券轉讓;
- 保存或更新有關收購事項可換股債券持有人之名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 發佈收購方及/或本公司及/或彼等各自之代理、高級職員、顧問及股份過戶登記處之通訊;
- 編製統計資料及收購事項可換股債券持有人之資料;
- 確立收購事項可換股債券持有人之獲益權利;
- 按法例、規則或規例規定(無論法定或其他規定)作出披露:
- 披露有關資料以方便進行權益申索;
- 有關收購方及本公司業務之任何其他用途;及
- 有關上文所述任何其他臨時或關連用途及/或令收購方及/或富強證券及/或本公司得以履行彼等對收購事項可換股債券持有人及/或適用法規項下之責任,及收購事項可換股債券持有人可能不時同意或知悉之其他用途。

# 3. 轉交個人資料

本粉紅色接納表格提供之個人資料將會保密,惟收購方及/或 富強證券及/或本公司及/或股份過戶登記處為達致上述或 有關任何上述之用途,可能作出必需之查詢,以確認個人資料 之準確性,尤其彼等可能向或自下列任何及所有個人及實體披 露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資 料:

- 收購方、富強證券、本公司、其任何代理及股份過戶登記 處:
- 為收購方及/或富強證券及/或本公司及/或股份過戶 登記處提供與其業務營運有關的行政、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個人或機構,例如 閣下之銀行、律師、會計師或持牌證券商或註 冊證券機構;及
- 收購方及/或富強證券及/或本公司及/或股份過戶登 記處認為必需或適當情況下之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 閣下可確認收購方及/或富強證券及/或本公司及/或股份過戶登記處是否持有 閣下之個人資料,獲取該資料副本,以及更正任何錯誤資料。依據該條例之規定,收購方及/或富強證券及/或本公司及/或股份過戶登記處可就獲取任何資料之請求收取合理之手續費。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之資料之所有請求,須提交予收購方、富強證券、本公司或股份過戶登記處(視情況而定)。

閣下一經簽署本粉紅色接納表格即表示同意上述所有條款。