

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite document dated 27 June 2017 (the "Composite Document") jointly issued by New World Department Store China Limited (the "Company") and New World Development Company Limited (the "Offeror").
除文義另有所指外，本接納及轉讓表格所用詞彙與隨附由新世界百貨中國有限公司(「本公司」)及新世界發展有限公司(「要約人」)於二零一七年六月二十七日聯合刊發之綜合文件(「綜合文件」)所界定者具有相同涵義。

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 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接納及轉讓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及轉讓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。

FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.

閣下如欲接納要約，請使用本接納及轉讓表格。



新世界百貨中國有限公司 New World Department Store China Limited

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code 股份代號：0825)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF NEW WORLD DEPARTMENT STORE CHINA LIMITED 新世界百貨中國有限公司已發行股本中每股面值0.10港元之普通股之接納及轉讓表格

To be completed in full 每項均須填寫

Branch Share registrar in Hong Kong: Tricor Investor Services Limited
Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong
香港過戶登記分處：卓佳證券登記有限公司
香港皇后大道東183號合和中心22樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the ordinary shares of HK\$0.10 each in the issued share capital of the Company ("Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.
下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明轉讓人所持有之本公司已發行股本中每股面值0.10港元之普通股(「股份」)，惟須遵守本表格及綜合文件內之條款及條件。

Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票證書號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或用正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$2.00 in cash for each Share 每股股份現金2.00港元	
TRANSFEEE 承讓人	Name 名稱： Correspondence Address 通訊地址： Occupation 職業：	新世界發展有限公司 New World Development Company Limited 30/F, New World Tower, 18 Queen's Road Central, Hong Kong 香港皇后大道中18號 新世界大廈30樓 Corporation 法人團體

Signed by the Transferor(s) in the presence of:
轉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：_____

Occupation of Witness 見證人職業：_____

Signature(s) of the Transferor(s)/Company chop
(if applicable)
轉讓人簽署/公司印章(如適用)

Date of signing of this Form of Acceptance
簽署本接納表格日期

ALL JOINT
SHAREHOLDERS
MUST SIGN
HERE
所有聯名股東
均須於本欄簽署

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：_____

Occupation of Witness 見證人職業：_____

For and on behalf of 代表
新世界發展有限公司
New World Development Company Limited
Authorised Signatory(ies)
授權簽署人

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式獲授權代表簽署

SIGNED by the Transferee to this transfer, this _____ day of _____, 2017
由承讓人於二零一七年 _____ 月 _____ 日簽署

Note: Insert the total number of Share(s) for which the Offer is accepted.
附註：請填上接納要約所涉及之股份總數。

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 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 Share(s), you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or transferee(s) or to the bank or 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).

UBS AG Hong Kong Branch ("UBS"), the financial adviser to the Offeror in respect of the Offer, is making the Offer on behalf of the Offeror. The making of the Offer to the shareholders of the Company who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant jurisdictions. If you are an overseas NWDSC Offer Shareholder, you should inform yourself about and observe all applicable legal, tax and regulatory requirements. If you wish to accept the Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including obtaining all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements and the payment of any issue, transfer or other taxes payable by you in respect of the acceptance of the Offer in such jurisdiction. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror, the Company and their respective advisers, including UBS, that you have observed and are permitted under all applicable laws and regulations to which you are subject to receive and accept the Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes, duties or other required payments due from you in connection with such acceptance in any jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited is subject to any of the representations and warranties.

This Form of Acceptance should be read in conjunction with the Composite Document. The provisions set out in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is conditional. To accept the Offer made by UBS on behalf of the Offeror, you must deliver this duly completed and signed Form of Acceptance together with the relevant 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) in respect of the number of Share(s) for which you intend to accept the Offer, by post or by hand, to the Registrar, **Tricor Investor Services Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong** marked "New World Department Store China Limited — Offer" on the envelope so as to reach the Registrar as soon as possible but in any event by no later than 4:00 p.m. on Tuesday, 18 July 2017, being the first Closing Date, or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the sections headed "1. Procedures for Acceptance" and "4. Nominee Registration" in Appendix I to the Composite Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE

To: **The Offeror and UBS**

1. My/Our execution of this Form of Acceptance shall be binding on my/our successors and assignees, and shall constitute:

- (a) my/our irrevocable acceptance of the Offer made by UBS 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 Share(s) specified in this Form of Acceptance;
- (b) my/our irrevocable instruction and authority to each of the Offeror, UBS and/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 Share(s) due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), 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 Offer, as if it/they was/were delivered to the Registrar together with this Form of Acceptance;
- (c) my/our irrevocable instruction and authority to each of the Offeror, UBS and/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 become entitled under the terms of the Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me/the first-named of us (in the case of joint registered shareholders of the Company) at the registered address shown in the register of members of the Company within seven (7) Business Days following the later of (i) the date on which the Offer become or are declared unconditional in all respects; and (ii) the date of receipt of this completed Form of Acceptance and all of the relevant document(s) by the Registrar to render such acceptance under the Offer valid;

(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered NWDSC Offer Shareholder or the first-named of joint registered shareholders of the Company.)

Name: (in BLOCK LETTERS) _____

Address: (in BLOCK LETTERS) _____

- (d) my/our irrevocable instruction and authority to each of the Offeror 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 Share(s) 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 in this Form of Acceptance in accordance with the provisions of that Ordinance;
 - (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 Offer to the Offeror or such person or persons as it may direct free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and any other third party rights of any nature and together with all rights attached to them as at the Closing Date or subsequently becoming attached to them including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the Closing Date; and
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, the Company, UBS and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, the Company and UBS that the Offer Shares sold by me/us to the Offeror are free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and any other third party rights of any nature and together with all rights attached to them as at the Closing Date or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the Closing Date.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered shareholders of the Company) at the registered address shown in the register of members of the Company.

Note: If you submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or UBS or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions 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.
5. I/We represent and warrant to the Offeror, the Company and UBS that I am/we are the registered shareholder(s) of the Company 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 Share(s) to the Offeror by way of acceptance of the Offer.
6. I/We represent and warrant to the Offeror, the Company and their respective advisers, including UBS in respect of the Offer, that I/we have observed and am/are permitted under all applicable laws and regulations to which I am/we are subject to receive and accept the Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registrations or filings 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 in any jurisdiction; and that I/we have not taken or omitted to take any action which will or may result in the Offeror, the Company or UBS or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We represent and warrant to the Offeror, the Company and UBS that I/we shall be fully responsible for the payment of any issue, transfer or other taxes, duties and other required payments 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 Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance and as permitted under the Takeovers Code, all the acceptances, instructions, authorisations and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

本接納及轉讓表格乃重要文件，閣下須即時處理。

閣下如對本接納及轉讓表格的任何方面或應採取的行動有任何疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之股份全部售出或轉讓，應立即將本接納及轉讓表格連同綜合文件一併送交買主或承讓人，或銀行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，以便轉交買主或承讓人。

瑞士銀行香港分行(「瑞銀香港」)(要約人關於要約之財務顧問)正代表要約人提出要約。向身為香港境外司法權區的公民、居民或國民的本公司股東提出要約或會受到有關司法權區之法律所規限。倘閣下為新世界百貨中國要約股東，閣下應自行了解及遵守所有適用法律、稅務及監管規定。閣下如欲接納要約，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，且將須就相關司法權區接納要約應付之任何發行費、轉讓費或其他稅項負責。閣下接納要約，即構成閣下向要約人、本公司及彼等各自的顧問，包括瑞銀香港聲明及保證。閣下已遵守閣下所受管轄之所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納要約及其任何修訂，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及辦妥所需之登記或存檔，並已支付閣下於任何司法權區接納而應付之所有發行費、轉讓費或其他稅項、徵費或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。為免產生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司均不受任何聲明及保證限制。

本接納及轉讓表格應與綜合文件一併閱讀。綜合文件附錄一所載之條文已載入並構成本接納及轉讓表格之一部份。

本接納及轉讓表格之填寫方法

要約附帶條件。閣下如欲接納瑞銀香港代表要約人所作的要約，閣下必須將已正式填妥並簽署的本接納及轉讓表格連同就閣下擬根據要約接受之股份數目的有關股票證書及/或過戶收據及/或任何其他權證文件(及/或任何就此所需令人信納之一份或多份彌償保證書)一併以郵寄或專人送交方式盡快送抵過戶登記處卓佳證券登記有限公司收，地址為香港皇后大道東183號合和中心22樓，信封面註明「新世界百貨中國有限公司—要約」以送達過戶登記處，惟無論如何不得遲於二零一七年七月十八日(星期二)(即首個截止日期)下午四時正，或要約人根據收購守則所釐定及公佈之較後時間及/或日期。

注意事項：如閣下以代名人或其他身份代表另一位人士持有股份，敬請閱覽綜合文件附錄一「接納程序」及「4.代名人登記」等節，尤其關於閣下應加以考慮的該等事項。

接納及轉讓表格

致：要約人及瑞銀香港

1. 本人/吾等簽署本接納及轉讓表格將對本人/吾等的繼承人及承讓人有約束力，即表示：

- 本人/吾等不可撤回地接納由瑞銀香港代表要約人提出並載於綜合文件的要約以收取代價，按綜合文件及本接納及轉讓表格所載有關條款及條件收購本表格上所填股份數目；
- 本人/吾等不可撤回地指示及授權要約人、瑞銀香港及/或彼等各自之代理，各自代表本人/吾等交付隨附經本人/吾等正式簽署之過戶收據及/或任何其他權證文件(及/或就此所需任何令人信納之一份或多份彌償保證書)，憑此向本公司或過戶登記處領取本人/吾等就股份應獲發之股票證書，並將有關股票證書送交過戶登記處，以及授權及指示過戶登記處按照及根據要約之條款及條件持有該等股票證書，猶如該等股票證書已連同本接納及轉讓表格一併交回過戶登記處論；
- 本人/吾等不可撤回地指示及授權要約人、瑞銀香港及/或彼等各自之代理，各自就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等有關係本人/吾等接納要約應付之賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，於以下較遲者後起計七(7)個營業日內：(i)要約於各方面成為或被宣佈成為無條件之日；及(ii)過戶登記處接獲本人已填妥之接納及轉讓表格及一切有關文件致使要約項下之有關接納為有效之日，按以下地址以平郵方式寄予以下人士；如無填上姓名及地址，則按本公司之股東名冊所示登記地址，寄予本人/吾等當中名列首位者(如屬聯名登記本公司股東)，郵誤風險概由本人/吾等自行承擔；

(附註：如收取支票之人士並非登記新世界百貨中國要約股東或名列首位之聯名登記本公司股東，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) _____

- 本人/吾等不可撤回地指示及授權要約人及/或彼等其中一方可能就此指定之人士，代表本人/吾等以根據要約出售股份之賣方身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之買賣單據，並根據該條例規定在本接納及轉讓表格加蓋印花及背書證明；
 - 本人/吾等承諾於必需或適當時簽立其他文件並作出其他行動或事宜，以進一步確保本人/吾等根據要約之接納轉讓予要約人或其可能指定之該名或該等人士之股份，乃免除一切優先購買權、購股權、留置權、追索權、衡平權、抵押、產權負擔及屬任何性質的任何其他第三方權利，並連同其於截止日期前帶之一切權利或其後其附帶之一切權利，包括全數收取於截止日期或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利；及
 - 本人/吾等同意追認要約人、本公司、瑞銀香港及/或彼等各自的代理或彼等任何一方可能指定之該名或該等人士於行使本表格所載的任何授權時可作出或進行的任何行動或事宜。
2. 本人/吾等明白本人/吾等接納要約，將被視為表示本人/吾等向要約人、本公司及瑞銀香港聲明及保證，本人/吾等向要約人出售之要約股份乃免除一切優先購買權、購股權、留置權、追索權、衡平權、抵押、產權負擔及屬任何性質的任何其他第三方權利，並連同其於截止日期前帶之一切權利或其後其附帶之一切權利，包括全數收取於截止日期或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利。
3. 倘若根據要約之條款，本人/吾等之接納書無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人/吾等授權並要求閣下將本人/吾等之股票證書及/或過戶收據及/或任何其他權證文件(及/或就此所需之令人信納之一份或多份彌償保證書)，連同已正式註銷之本表格一併寄回上述第1(c)段列名之人士及地址；如無填上姓名及地址，則本公司股東名冊所示登記地址，以平郵方式寄回本人或吾等當中名列首位者(如屬聯名登記本公司股東)，郵誤風險概由本人/吾等自行承擔。

附註：如閣下於接納要約時提交過戶收據，而與此同時任何要約人及/或瑞銀香港或彼等任何代理已代表閣下向貴公司或過戶登記處領取有關股票證書，則閣下將獲發還有關股票證書，而並非上述過戶收據。

- 本人/吾等茲附上本人所持全部/部份股份之有關股票證書及/或過戶收據及/或任何其他權證文件(及/或任何就此所需令人信納之一份或多份彌償保證書)，由閣下按照要約之條款及條件予以保存。本人/吾等明白將不會就任何接納及轉讓表格、股票證書及/或過戶收據及/或任何其他權證文件(及/或就此所需任何令人信納之一份或多份彌償保證書)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/吾等向要約人、本公司及瑞銀香港聲明及保證，本人/吾等為本接納及轉讓表格指定股份數目之本公司登記股東，而本人/吾等擁有全部權利、權力及權限，透過接納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。
- 本人/吾等向要約人、本公司及彼等各自的顧問，包括瑞銀香港聲明及保證，本人已遵守本人/吾等須遵守之所有適用法律及法規以及根據本人/吾等須遵守之所有適用法律及法規獲允許接收及接納要約及其任何修訂；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/吾等已於任何司法權區支付本人/吾等就該應付之所有發行費、轉讓費或其他稅項或其他所需款項；而本人/吾等並無採取或遺漏採取任何行動而將會或可能致使要約人、本公司或瑞銀香港或任何其他人士違反任何司法權區有關要約或本人/吾等接納要約之法律或監管規定，及有關接納將根據一切適用法律及法規屬有效及具約束力。
- 本人/吾等向要約人、本公司及瑞銀香港聲明及保證，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/吾等接納要約應付之任何發行費、轉讓費或其他稅項、徵費及其他所需款項承擔全部責任。
- 本人/吾等確認，除非綜合文件及本接納及轉讓表格有明文規定及收購守則允許，藉此作出的一切接納、指示、授權及承諾均不可撤回。
- 本人/吾等確認以接納要約之方式售予要約人之本人/吾等之股份將以要約人或其代理人名義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, the Company, UBS and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (“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 in 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 Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of shareholders of the Company;
- conducting or assisting to conduct signature verification, 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, and the Registrar;
- compiling statistical information and profile(s) of the shareholders of the Company;
- establishing benefit entitlements of the shareholders of the Company;
- 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, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, the Company and/or UBS to discharge its obligations to the shareholders of the Company and/or under applicable regulations, and any other purposes which the shareholders of the Company may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror, the Company, UBS 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, the Company, UBS and/or any of their respective agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Company, UBS 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 your bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or the Company and/or UBS and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

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

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, the Company, UBS 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, the Company, UBS 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, the Company, UBS or the Registrar (as the case may be).

BY SIGNING THIS 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於約人、本公司、瑞銀香港及過戶登記處就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

倘閣下欲就閣下之股份而接納要約，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誤。這亦可能妨礙或延遲寄發閣下根據要約應得之代價。

2. 用途

閣下於本接納及轉讓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遵循本接納及轉讓表格及綜合文件載列之條款及申請手續；
- 登記閣下名下股份之轉讓；
- 保存或更新有關本公司股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人及/或本公司及/或彼等各自之代理、高級職員及顧問以及過戶登記處之通訊；
- 編製統計資料及本公司股東之資料；
- 確立本公司股東之獲益權利；
- 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；
- 有關要約人及本公司或註冊登記處業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及/或令要約人、本公司及/或瑞銀香港得以履行其對本公司股東及/或適用法規項下之責任，以及本公司股東可能不時同意或知悉之任何其他用途。

3. 轉交個人資料

本接納及轉讓表格提供之個人資料將會保密，惟要約人、本公司、瑞銀香港及/或註冊登記處為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、本公司、瑞銀香港及/或彼等各自的任何代理、高級職員及顧問；
- 向本公司、瑞銀香港及/或註冊登記處與其業務營運有關的提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如閣下之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人及/或本公司及/或瑞銀香港及/或註冊登記處為必需或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人、本公司、瑞銀香港及/或註冊登記處將按收集個人資料所需的用途保留本接納及轉讓表格所收集的個人資料。無需保留的個人資料將會根據該條例銷毀或處理。

5. 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、本公司、瑞銀香港及/或註冊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，要約人、本公司、瑞銀香港及/或註冊登記處可就處理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，須提交予要約人、本公司、瑞銀香港或註冊登記處(視乎情況而定)。

閣下一經簽署本接納及轉讓表格即表示同意上述所有條款。