

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 and transfer, 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 and transfer.

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及過戶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，並明確表示概不就因本接納及過戶表格全部或任何部分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 shall bear the same meanings as those defined in the composite document dated 12 January 2012 issued jointly by Perfect Lead Investments Limited and Hang Ten Group Holdings Limited (the "Composite Document").

除文義另有所指外，本表格所用詞彙與Perfect Lead Investments Limited及漢登集團控股有限公司於二零一二年一月十二日聯合刊發之綜合文件（「綜合文件」）所界定者具相同涵義。

The Offer is not related to any of the publicly listed entities in which the privately held Li & Fung (1937) Limited has interests, including Li & Fung Limited (Stock Code: 00494), Trinity Limited (Stock Code: 00891) and Convenience Retail Asia Limited (Stock Code: 00831).

要約與利豐(1937)有限公司私人擁有權益之任何公開上市實體（包括利豐有限公司（股份代號：00494）、利邦控股有限公司（股份代號：00891）及利亞零售有限公司（股份代號：00831））概無關係。

**FORM OF ACCEPTANCE AND TRANSFER – FOR USE IF YOU WANT TO ACCEPT THE OFFER.**

接納及過戶表格在 閣下欲接納要約時適用。

**HANG TEN**

**HANG TEN GROUP HOLDINGS LIMITED**

漢登集團控股有限公司\*

(incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 00448)

(股份代號：00448)

**FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF HANG TEN GROUP HOLDINGS LIMITED**

漢登集團控股有限公司

已發行股本中每股面值0.10港元股份之接納及過戶表格

All parts should be completed unless otherwise provided.

除另有規定外，每項均須填寫。

<b>Hong Kong Branch Registrar</b> 香港股份過戶登記分處	<b>FOR THE CONSIDERATION</b> stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the 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，根據本表格及綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明其持有之股份。
---	---

<b>Tricor Standard Limited</b> 卓佳標準有限公司  26th Floor, Tesbury Centre, 28 Queen's Road East, Hong Kong 香港 皇后大道東28號 金鐘匯中心26樓	Number of Shares(s) (Note) 股份數目(附註)	FIGURES 數目	WORDS 大寫	
	Share certificate number(s) 股票號碼			
	TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or Company name(s): 姓氏或公司名稱:	First name(s): 名字:	
		Registered address: 登記地址:	Telephone number: 電話號碼:	
	CONSIDERATION 代價	HK\$2.70 in cash for each Share 每股股份現金2.70港元		
	TRANSFEEE 承讓人	Name: 名稱: Perfect Lead Investments Limited Registered Office: P.O. Box 957, Offshore 註冊辦事處: Incorporations Centre, Road Town, Tortola, British Virgin Islands Corporation 法團 Occupation: 職業:		

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 \_\_\_\_\_

\_\_\_\_\_  
Date of submission of this form of acceptance and transfer by the Transferor(s)  
轉讓人提交本接納及過戶表格之日期

ALL JOINT HOLDERS MUST SIGN HERE  
所有聯名持有人均須於本欄簽署

\_\_\_\_\_  
Signature(s) of Transferor(s)/Company chop, if applicable  
轉讓人簽署/公司印鑑(如適用)

The signing Transferor(s) hereby acknowledge(s) that the Offer is conditional upon the terms and conditions as set out in the Composite Document, and that the signing and submission of this form of acceptance and transfer by the signing Transferor(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.  
署名轉讓人謹此確認要約以綜合文件所載條款及條件為條件，且由署名轉讓人簽署及呈交本接納及過戶表格並不令據此進行之股份過戶生效。據此進行之股份轉讓須於下文所述轉讓日期由承讓人簽署。

<b>Transferor(s), please do not complete 轉讓人，請勿填寫本欄</b>	
Signed by or on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署:	For and on behalf of 代表: <b>Perfect Lead Investments Limited</b>
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 _____	
Date of Transfer 轉讓日期 _____	_____ Signature(s) of Transferee 承讓人簽署

Note: Insert the total number of Shares for which the 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, you will be deemed to have accepted the Offer for your entire registered holding of Shares. However, such acceptances will not be counted towards fulfilling the acceptance conditions unless Rule 30.2 of the Takeovers Code has been fully complied with.  
附註：請填上接納要約之股份總數。倘無在本接納及過戶表格填寫數目，或所填數目超過 閣下登記持有之股份數目，而 閣下已簽署本表格，則視為 閣下就名下全部登記持有之股份接納要約。然而，除非收購守則規則第30.2項獲全面遵守，否則有關接納不會算作達成接納條件。

**THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to any aspect of 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 in Hang Ten Group Holdings Limited, 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 bank, 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 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 obtain appropriate legal advice on, or be informed yourself about and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the 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, the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes or duties due in respect of such jurisdiction.

#### HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document. The defined terms under the section "Definitions" in, and the provisions of Appendix I to, the Composite Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Offer made by Citi on behalf of the Offeror, you should duly 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the Shares which is/are in your name which you intend to accept the Offer by post or by hand, marked "Hang Ten Group Holdings Limited – Offer" on the envelope, to the Hong Kong Branch Registrar, Tricor Standard Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Hong Kong as soon as possible, but in any event so as to reach the Hong Kong Branch Registrar no later than 4:00 p.m. on 2 February 2012 or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.

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

To: The Offeror and Citi

- My/Our execution of this form of acceptance and transfer, which shall be binding on my/our successors and assignees, shall constitute:
  - my/our irrevocable acceptance of the Offer made by Citi on behalf of the Offeror, as contained in the Composite Document, for the consideration 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;
  - my/our irrevocable instruction and authority to the Offeror and/or Citi, the Hong Kong Branch Registrar 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 have become entitled under the terms of the Offer after deducting all sellers' 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 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 within 10 days of the later of the date on which the Offer becomes or is declared unconditional in all respects and the date on which all the relevant documents are received by the Hong Kong Branch Registrar to render the acceptance under the Offer complete and valid:  
*(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) \_\_\_\_\_
  - my/our irrevocable instruction and authority to the Offeror and/or Citi 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 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;
  - my/our irrevocable instruction and authority to the Offeror and/or Citi or such person or persons as it/they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert, delete, amend or substitute the transferee in this form of acceptance and transfer 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/they may direct my/our Share(s) tendered for acceptance of the Offer;
  - my/our undertaking to execute such further documents and to do such acts and things by way of further assistance 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/they may direct 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 to them as at the First 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 First Closing Date;
  - my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Citi or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;
  - my/our irrevocable instruction and authority to the Offeror and/or Citi or their respective agent(s) to collect from the Company or the Hong Kong Branch 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) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Hong Kong Branch Registrar and to authorise and instruct the Hong Kong Branch Registrar to hold such share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Hong Kong Branch Registrar together with this form of acceptance and transfer; and
  - my/our appointment of the Offeror and/or Citi as my/our attorney in respect of all the Share(s) to which this form of acceptance and transfer relates, such power of attorney to take effect from the date and time on which the Offer becomes unconditional in all respects and thereafter be irrevocable.
- I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Offeror and/or Citi that (i) 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 to them as at the First 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 First Closing Date; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary regulatory formalities, regulatory or legal requirements and paid any transfer or cancellation or other taxes or duties by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in the Offeror and/or Citi 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 am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- 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 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 required in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members 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 Citi or their respective agent(s) from the Hong Kong Branch Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).
- 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 Offer. I/We understand that no acknowledgement of receipt of any form 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.
- I/We warrant that I/we are the registered holder(s) of the number of Shares specified in this form of acceptance and transfer and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Offer.
- I/We warrant to the Offeror and Citi 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 consents which may be required and the compliance with other necessary formalities, regulatory or legal requirements.
- I/We warrant to the Offeror and Citi that I/we shall be fully responsible for payment or any transfer or cancellation or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer.
- I/We acknowledge that, save as expressly provided in the Composite Document and this form of acceptance and transfer, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- I/We acknowledge that my/our Shares sold to the Offeror by way of the Offer will be registered under the name of the Offeror and/or its nominee(s).

If you have questions on any administrative matters in relation to the Offer, such as dates, documentation and procedures, please call the Hong Kong Branch Registrar at (852) 2980 1333 between 9:00 a.m. to 6:00 p.m. from Monday to Friday (other than Hong Kong public holidays) during the period from 12 January 2012 and up to the last date for submission of acceptance in respect of the Offer. Please note that, the Hong Kong Branch Registrar will only be able to provide information contained in this document and information relating to the Company's register of members and will be unable to give advice on the merits of the Offer or to provide financial, legal, tax or investment advice.

本接納及過戶表格乃重要文件，請即處理。閣下如對本接納及過戶表格之任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券商或註冊證券機構、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名下所有漢登集團控股有限公司之股份，應立即將本接納及過戶表格及隨附之綜合文件，送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

向登記地址為香港境外司法權區之人士提出要約可能會受有關司法權區之法例禁止或影響。倘閣下為香港境外司法權區之公民、居民或國民，閣下應自行就有關事宜徵詢適當之法律意見或了解及遵守任何適用監管或法例規定。倘閣下欲接納要約，則閣下有責任全面遵守相關司法權區之法例，包括取得任何可能必須之政府、外匯管制或其他方面之同意及遵守其他必要手續、監管或法例規定，以及支付該司法權區之任何過戶或註銷費用或其他稅項。

#### 本表格填寫方法

本接納及過戶表格應與綜合文件一併閱讀。綜合文件「釋義」一節所界定之詞彙及附錄一所載之條文已納入本接納及過戶表格，並構成其中一部分。

閣下如欲接納花旗代表要約人提出之要約，應填妥及簽署本接納及過戶表格，連同閣下擬接納要約所涉及閣下名下股份數目之有關股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需之任何一份或多份令人信納之彌償保證），盡快郵寄或交回（信封面須註明「漢登集團控股有限公司一要約」）香港股份過戶登記分處卓佳標準有限公司（地址為香港皇后大道東28號金鐘匯中心26樓），惟無論如何不可遲於二零一二年二月二日下午四時正（香港時間）或要約人根據收購守則可能決定及公佈之較後日期及／或時間。

#### 要約之接納及過戶表格

致：要約人及花旗

1. 本人／吾等一經簽署本接納及過戶表格，本人／吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人／吾等就本接納及過戶表格上所註明之股份數目，按綜合文件所載代價及受限於綜合文件及本表格所述之條款及條件，不可撤銷地接納由花旗代表要約人提出之要約；
- (b) 本人／吾等不可撤銷地指示及授權要約人及／或花旗、香港股份過戶登記分處及／或彼等各自之代理人，就本人／吾等根據要約之條款應得之現金代價（扣除本人／吾等就接納要約應付之所有賣方從價印花稅），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，須於要約在所有方面成為或宣佈為無條件之日或香港股份過戶登記分處接獲一切有關文件致使要約項下之接納為完整而有效之日（以較後者為準）起計10日內，以平郵方式按以下地址寄予以下人士（或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，寄予本人或吾等當中所列首位者（如屬聯名登記股東），郵誤風險概由本人／吾等承擔：  
(如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／吾等不可撤銷地指示及授權要約人及／或花旗或任何彼等可能就此指定之人士，代表本人／吾等以根據要約出售股份賣方之身份，填妥及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在本接納及過戶表格背書證明；
- (d) 本人／吾等不可撤銷地指示及授權要約人及／或花旗或任何其他可能指定之人士，代表本人／吾等填妥、修改及簽署之任何文件，包括但不限於填上、刪去、修改或替換本接納及過戶表格上之承讓人，以及辦理任何其他必需或適當之手續，將本人／吾等就接納要約交出之股份轉歸要約人或其可能指定之人士所有；
- (e) 本人／吾等承諾於必需或適當時簽署其他相關其他文件及辦理其他相關手續及事項，以將本人／吾等根據要約提交接納之股份轉讓予要約人或其可能指定人士，有關股份概不附帶任何留置權、抵押、產權負擔、優先購買權及任何性質之其他第三方權利，以及於首個截止日期所附帶或其後成為所附帶之一切權利，包括全數收取於首個截止日期或之後宣派、作出或支付之所有股息及其他分派（如有）之權利；
- (f) 本人／吾等同意追認要約人及／或花旗或任何彼等各自之代理人或其可能指定之人士，就行使本表格所載任何授權時所作出或進行之任何行動或事宜；
- (g) 本人／吾等不可撤銷地指示及授權要約人及／或花旗或彼等各自之代理人代表本人／吾等憑出示隨附本人／吾等已簽署之過戶收據及／或其他所有權文件（倘有）（及／或就此所需之一份或多份令人信納之彌償保證），向本公司或香港股份過戶登記分處領取根據上述收據及／或文件而將發予本人／吾等之有關股份之股票，並將有關股票送交香港股份過戶登記分處，並授權及指示香港股份過戶登記分處按要約之條款及條件保存該等股票，猶如該等股票連同本接納及過戶表格一併送交香港股份過戶登記分處；及
- (h) 本人／吾等委任要約人及／或花旗為本人／吾等就本接納及過戶表格有關之全部股份之委任代理人，該授權書於要約在所有方面成為無條件之日期及時間起生效，且隨後不得撤銷。

2. 本人／吾等明白本人／吾等接納要約，將構成本人／吾等向要約人及／或花旗保證(i)出售本接納及過戶表格所指定之股份數目不附有任何留置權、抵押、產權負擔、優先購買權及任何性質之任何其他第三方權利，以及於首個截止日期所附帶或其後成為附帶之一切權利；及(ii)倘本人／吾等之登記地址位於香港以外之司法權區，本人／吾等已全面遵守所有相關司法權區之法例，取得一切必要之政府、外匯管制或其他同意、遵守所有必要之監管手續、監管或法例規定，以及繳付任何人士應付之任何過戶或註銷費用或其他稅項，且本人／吾等並無採取或遺漏採取任何行動而將或可能導致要約人及／或花旗或任何其他人士就要約或本人／吾等之接納違反任何司法權區之法例或監管規定，以及根據所有適用法例本人／吾等獲准收取及接納要約及其任何修訂，而根據所有適用法例，該接納乃屬有效及具約束力。

3. 倘根據要約之條款，本人／吾等之接納無效，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／吾等之股票及／或過戶收據及／或其他所有權文件（及／或就此所需之一份或多份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一併以平郵方式按上文第1(b)段所指人士及地址退回本人／吾等，或如無填上姓名及地址，則按本公司股東名冊所示登記地址寄回本人或吾等當中所列首位者（如屬聯名登記股東），惟郵誤風險概由本人／吾等承擔。

附註：倘閣下交回一份或以上過戶收據，而同時要約人及／或花旗或彼等各自之代理人已代表閣下向香港股份過戶登記分處領取有關股票，則閣下將獲發股票而非過戶收據。

4. 本人／吾等謹此附上閣下就要約之條款及條件將持有本人／吾等之全部或部分股份之有關股票及／或過戶收據及／或其他所有權文件（及／或就此所需之一份或多份令人信納之彌償保證）。本人／吾等明白不會獲發有關接納及過戶表格、股票及／或過戶收據及／或其他所有權文件（及／或就此所需之一份或多份令人信納之彌償保證）之收據。本人／吾等亦明白郵寄所有文件之郵誤風險概由本人／吾等承擔。

5. 本人／吾等謹此保證，本人／吾等為本接納及過戶表格所列明股份數目之登記持有人，而本人／吾等有充分權利、權力及權限透過接納要約向要約人出售及轉讓該等股份之所有權及擁有權。

6. 本人／吾等向要約人及花旗保證，本人／吾等已就本人／吾等接納要約全面遵守本人／吾等於本公司股東名冊所列地址所在之司法權區之法例，包括取得可能規定之任何政府、外匯管制或其他同意，或遵守其他必須之手續、監管或法例規定。

7. 本人／吾等向要約人及花旗保證，本人／吾等將承擔全部責任，支付就本人／吾等接納要約根據本公司股東名冊所列地址所在之有關司法權區而應付之款項或任何過戶或註銷費用或其他稅項。

8. 本人／吾等確認，除綜合文件及本接納及過戶表格另有明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤銷及為無條件。

9. 本人／吾等確認，本人／吾等以要約之方式向要約人出售之股份將以要約人及／或其代名人義登記。

閣下如有任何有關要約行政事務之疑問，如日期、文件和程序，請於二零一二年一月十二日至提交接納要約之最後日期止期間，星期一至星期五上午九時正至下午六時正（香港公眾假期除外）致電(852) 2980 1333向香港股份過戶登記分處查詢。請注意，香港股份過戶登記分處僅可提供本文件所載之資料及有關本公司股東名冊之資料，其將不能就要約之好處提供意見或提供財務、法律、稅務或投資意見。

## 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 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Citi and/or the Hong Kong Branch 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 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 is important that you inform the Offeror, Citi and/or the Hong Kong Branch Registrar immediately of any inaccuracies in the data supplied.

#### 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 of acceptance and transfer 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;
- establishing your entitlements under the Offer;
- distributing communication from the Offeror, Citi, the Company and/or their respective agents, such as the Hong Kong Branch Registrar;
- 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 purpose in connection with the business of the Offeror, Citi, the Company and/or the Hong Kong Branch Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Citi, the Company and/or the Hong Kong Branch Registrar to discharge their obligations to the Shareholders and/or regulators and any 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, Citi, the Company and/or the Hong Kong Branch 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's advisers and/or agent(s), such as financial advisers, legal advisers and the Hong Kong Branch Registrar;
- any agents, contractors or third party service providers who offer administration, telecommunications, computer, payment or other services to the Offeror, Citi and/or the Hong Kong Branch Registrar in connection with the operation of its business;
- the Stock Exchange, the SFC and any other 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, Citi, the Company and/or the Hong Kong Branch Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, Citi, the Company and/or the Hong Kong Branch Registrar holds 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 Offeror, Citi, the Company and/or the Hong Kong Branch 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, Citi, the Company and/or the Hong Kong Branch Registrar (as the case may be).

**BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER YOU AGREE TO ALL OF THE ABOVE**

## 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。本收集個人資料聲明旨在知會閣下有關要約人、花旗及／或香港過戶登記分處有關個人資料及私隱條例之政策及慣例。

#### 1. 收集閣下個人資料之原因

如閣下就本身之股份接納要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約人、花旗及／或香港過戶登記分處。

#### 2. 用途

閣下於本表格提供之個人資料可能會就下列用途加以運用、持有及／或以任何方式保存：

- 處理閣下之接納及核實或遵循本接納及過戶表格及綜合文件載列之條款及申請手續；
- 登記轉讓閣下名義之股份；
- 存置或更新有關股份持有人之登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下根據要約享有之配額；
- 由要約人、花旗、本公司及／或彼等代理人(例如香港股份過戶登記分處)分派通訊；
- 編撰統計資料及股東概覽；
- 按法例、規則或法規(無論是否法定)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人、花旗、本公司及／或香港股份過戶登記分處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及／或以便要約人、花旗、本公司及／或香港股份過戶登記分處履行彼等對股東及／或監管機構之責任及股東不時同意或獲悉之任何其他用途。

#### 3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人、花旗、本公司及／或香港股份過戶登記分處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人之顧問及／或代理人，例如財務顧問、法律顧問及香港股份過戶登記分處；
- 向要約人、花旗及／或香港股份過戶登記分處就其業務營運提供行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 聯交所、證監會及任何其他監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如往來銀行、律師、會計師、持牌證券商或註冊證券機構；及
- 要約人、花旗、本公司及／或香港股份過戶登記分處認為必需或適當情況下之任何其他人士或機構。

#### 4. 存取及更正個人資料

根據私隱條例之規定，閣下有權確認要約人、花旗、本公司及／或香港股份過戶登記分處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。

根據私隱條例之規定，要約人、花旗、本公司及／或香港股份過戶登記分處有權就獲取任何資料之要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別之所有要求，須提交要約人、花旗、本公司及／或香港股份過戶登記分處(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