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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the Composite Offer Document dated 24 June 2010 issued jointly by Sea Rejoice Limited and Easyknit International Holdings Limited.

除文義另有規定外，本表格所用詞彙與樂洋有限公司及永義國際集團有限公司於二零一零年六月二十四日聯合發佈之綜合要約文件所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER 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。



Easyknit International Holdings Limited

永義國際集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock code: 1218)

(於百慕達註冊成立之有限公司)

(股份代號: 1218)

FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF EASYKNIT INTERNATIONAL HOLDINGS LIMITED

永義國際集團有限公司

已發行股本中每股面值0.10港元之股份

之接納及轉讓表格

To be completed in all respects 每項均須填寫

Registrar: Tricor Secretaries Limited

26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong.

股份過戶登記處: 卓佳秘書商務有限公司

香港灣仔皇后大道東28號金鐘匯中心26樓

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, you will be deemed to have accepted the Offer in respect of your entire registered holding of Shares.

請填寫接納要約之股份總數，如無填寫數目或如填寫之數目超過閣下登記持有之股份，則閣下被視為就名下全部登記持有之股份接納要約。

FOR THE CONSIDERATION stated below the "Shareholder(s)" named below does/do hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.10 each in the issued share capital of Easyknit International Holdings Limited ("Share(s)") held by the Shareholder(s) specified below upon and subject to the terms and conditions contained herein and in the Composite Offer Document, and the Transferee hereby agrees to accept and hold the Share(s) subject to such terms and conditions.

下述「股東」謹此根據本接納及轉讓表格及綜合要約文件中所載之條款及條件及在有關條款及條件規限下按下列代價，向下述「承讓人」轉讓以下註明其所持有永義國際集團有限公司已發行股本中每股面值0.10港元之股份（「股份」），而承讓人謹此同意在上述條款及條件規限下接納及持有股份。

Number of Shares to be transferred 將予轉讓股份數目	FIGURES 數目	WORDS 大寫
Certificate number(s) 股票號碼		
Shareholder(s) name(s) and address in full 股東全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Other name(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$3.30 in cash for each Share 每股股份現金3.30港元	
TRANSFeree 承讓人	Name 名稱 : Sea Rejoice Limited 樂洋有限公司 Correspondence address 通訊地址 : No. 7, Braga Circuit, Kowloon, Hong Kong 香港九龍布力架街7號 Occupation 職業 : Corporation 公司	
SIGNED by the parties to this transfer, this _____ day of _____, 2010 轉讓雙方簽署日期: 二零一零年 _____ 月 _____ 日簽署		

PLEASE
DO NOT DATE
請勿填寫日期

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 地址

Occupation 職業

Signature(s) of Transferor(s)

轉讓人簽署

ALL JOINT

HOLDERS MUST

SIGN HERE

所有聯名持有人

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 地址

Occupation 職業

For and on behalf of

代表

Sea Rejoice Limited

樂洋有限公司

Signature(s) of Transferee

承讓人簽署

* For identification purposes only 僅供識別

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this form or as to the action to be taken, you should consult a licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares of HK\$0.10 each in **Easyknit International Holdings Limited** (the "Company"), you should at once hand this Form of Acceptance and Transfer and the accompanying Composite Offer Document dated 24 June 2010 (the "Composite Offer Document") to the purchaser(s) or transferee(s) or to the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). All words and expressions defined in the Composite Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form.

The making of the Offer by Kingston Securities Limited and Altus Investments Limited, on behalf of Sea Rejoice Limited (the "Offeror") to Shareholders whose registered addresses as shown on the Company's branch share registrar in Hong Kong are outside Hong Kong ("Overseas Shareholders") may be prohibited or affected by the laws of the relevant jurisdictions. The Overseas Shareholders should inform themselves about and observe any applicable legal and regulatory requirements. It is the responsibility of each Overseas Shareholder wishing to accept the Offer to satisfy himself or herself or itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities or legal requirements. Any such Overseas Shareholder will be responsible for any such issue, transfer or other taxes by whomsoever payable and the Offeror, Easyknit International, the Joint Financial Advisers and any person acting on their behalf shall be entitled to be fully indemnified and held harmless by such Overseas Shareholder for any such issue, transfer or other taxes as such person may be required to pay. Acceptances of the Offer by any such person will constitute a warranty by such person that such person has observed and is permitted under all applicable laws and regulations to receive and accept the Offer and any revision thereof, and that he/she/it has obtained any requisite governmental, exchange control or other consents, complied with all other necessary formalities or legal requirements and paid any issue, transfer or other taxes or other required payments due from him/her/it in connection with such acceptance in any territory, and that he/she/it has not taken or omitted to take any action which will or may result in the Offeror, the Company or Kingston Securities Limited or Altus Investments Limited or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer and/or his/her/its acceptance thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Composite Offer Document before completing this form. To accept the Offer made by **Kingston Securities Limited and Altus Investments Limited on behalf of the Offeror to acquire your Shares at a cash price of HK\$3.30 per Share**, you should complete and sign this Form of Acceptance and Transfer overleaf and forward this entire form, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/ or satisfactory indemnity or indemnities in respect thereof), for not less than the number of Shares in respect of which you intend to accept the Offer, by post or by hand, in an envelope marked "**Easyknit International Holdings Limited – Offer**" to **Tricor Secretaries Limited (the "Registrar") at 26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar not later than 4:00 p.m. on 15 July 2010 or such later time and/or date as the Offeror shall determine and announce with the consent of the Executive.** The provisions of Appendix I to the Composite Offer Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: **The Offeror, Kingston Securities Limited and Altus Investments Limited**

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

- (a) my/our acceptance of the Offer made by Kingston Securities Limited and Altus Investments Limited on behalf of the Offeror, as contained in the Composite Offer Document for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in the Form of Acceptance and Transfer or, if no such number is specified, or a greater number of Shares is specified than I/we am/are registered as the holder(s) of, in respect of all such Shares 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 Kingston Securities Limited and Altus Investments Limited and/or any of 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) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities 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) on and subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to them together with this Form of Acceptance and Transfer;
- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities Limited and Altus Investments Limited and/or any of 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 (less seller's ad valorem stamp duty payable by me/us), by ordinary post at my/our own risk to the person named at 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;

(Note: 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: _____

- (d) my/our instruction and authority to each of the Offeror and/or Kingston Securities Limited and Altus Investments Limited 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 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 this Form of Acceptance and Transfer in accordance with the provisions of that Ordinance;
 - (e) my/our instruction and authority to each of the Offeror and/or Kingston Securities Limited and Altus Investments Limited or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Offer including, without limitation, to insert a date in the Form of Acceptance and Transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in the 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 may direct my/our Shares tendered for acceptance under the Offer;
 - (f) 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 Shares to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching to them as at the date of the Joint Announcement or subsequently be coming attached to them, including the right to receive all dividends and other distributions, if any, declared, made or paid by the Company on or after the date of the Joint Announcement (i.e. 28 May 2010); and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Kingston Securities Limited and Altus Investments Limited or any of their agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Kingston Securities Limited and Altus Investments Limited that the Shares to be acquired under the Offer are sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching to them as at the date of the Joint Announcement or subsequently be coming attached to them, including the right to receive all dividends and other distributions, if any, declared, made or paid by the Company on or after the date of the Joint Announcement.
3. 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 my/our Shares to the Offeror by way of acceptance of the Offer.
4. In the event that my/our acceptance is not valid, or is treated as invalid, 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 requested in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(c) above or, if no name and address is stated, to me or the firstnamed of us (in the case of joint registered Shareholders) 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 Kingston Securities Limited and Altus Investments Limited 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).

5. I/We warrant to the Offeror and the Company that I/we have satisfied myself as to the full observance of the laws and regulations of the relevant territory 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 which may be required or the compliance with other necessary formalities or legal requirements.
6. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes due in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.
7. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities 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 and transfer, Share Certificate(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.
8. I/We acknowledge that my/our Shares transferred to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
9. I/We acknowledge that, save as expressly provided in the Composite Offer Document and in this Form of Acceptance and Transfer all the acceptances, instructions, authorisation and undertakings hereby given shall be unconditional and irrevocable.
10. Subject to the terms of the Takeovers Code, acceptance(s) of the Offer may, at the discretion of the Offeror, be treated as valid even if not accompanied by the relevant Share Certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), but, in such cases, the cheque(s) for the consideration due will not be despatched or (as the case may be) made available for collection until the Share Certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), has/have been received by the Company's branch share registrar in Hong Kong or (as the case may be) the company secretary of the Company. However, such acceptances to the Offer will not be counted towards fulfilling the acceptance condition unless Rule 30.2 of the Takeovers Code has been fully complied with.

本表格乃重要文件，請即處理。

如閣下對本表格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交易商、證券註冊機構、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所有名下之永義國際集團有限公司(「貴公司」)每股面值0.10港元之股份，應立即將本接納及轉讓表格連同隨附日期為二零一零年六月二十四日之綜合要約文件(「綜合要約文件」)送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商或註冊證券商或其他代理，以便轉交買主或承讓人。除非另有文義所指，本表格所採用之所有詞彙與綜合要約文件所界定者具有相同涵義。

金利豐證券有限公司及浩德投資有限公司代表樂洋有限公司(「要約人」)向於本公司之香港股份過戶登記處顯示之註冊地址為香港以外地方之股東(「海外股東」)提出要約或會受有關司法權區的法律禁止或影響。海外股東應自行瞭解並遵守任何適用法律及法規之規定。任何有意接納要約之各海外股東，均有責任完全遵守有關司法權區就有關方面之法律及法規，包括取得任何所需之政府、外匯管制或其他方面之同意，或辦理其他必要手續或遵守法律規定。任何有關海外股東將須就任何有關發行費、轉讓費或彼應付之其他稅項負責，而要約方、永義國際、聯合財務顧問及任何代其行事之人士均有權獲悉數賠償及毋須就該等海外股東可能須付之任何上述發行費、轉讓費或其他稅項承擔任何責任。任何有關人士接納要約，即構成該名人士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要約及其任何修訂，而彼已取得任何所需之政府、外匯管制或其他方面之同意，辦理所有其他必要手續或遵守法律規定，並已支付彼應付有關於任何地區接納而需支付之任何發行費、轉讓費或其他稅項或其他所需款項，而彼並無採取或遺漏採取任何將會或可能導致要約人、本公司或金利豐證券有限公司或浩德投資有限公司或任何其他人士就有關要約及/或其要約接納違反任何司法權區之法律或法規之規定的行動，而有關接納將根據一切適用法律屬有效及具約束力。

如何填寫本表格

股東務請先閱讀綜合要約文件後始填寫本表格。如欲接納金利豐證券有限公司及浩德投資有限公司代表要約人以現金每股股份3.30港元價格之要約收購閣下所持股份，閣下應填妥及簽署背頁之接納及轉讓表格，並連同不少於閣下意欲接納要約之股份數目之有關股票(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或就此所需之任何滿意彌償保證)，放入信封面註明「永義國際集團有限公司-要約」的信封，盡快郵寄或交回卓佳秘書商務有限公司(「股份過戶登記處」)，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，惟無論如何不得遲於二零一零年七月十五日下午四時正或(要約人可能決定及公佈並獲執行理事同意之該較後日期及/或時間)送達股份過戶登記處。綜合要約文件附錄一之條文納入本接納及轉讓表格其中部分。

要約之接納及轉讓表格

致：要約人、金利豐證券有限公司及浩德投資有限公司

1. 本人/吾等一經簽署背頁之接納及轉讓表格(無論該表格是否已註明日期)，本人/吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人/吾等就接納及轉讓表格上所註明之股份數目如未有填上股份數目或填上之股份數目超過本人/吾等以登記持有人名義持有之股份數目，則就本人/吾等名下登記持有之全部股份，按及受制於綜合要約文件及本表格所載代價及條款和條件，接納由金利豐證券有限公司及浩德投資有限公司代表要約人提出之要約；
- (b) 本人/吾等不可撤回地指示及授權要約人及/或金利豐證券有限公司及浩德投資有限公司及/或其各自之代理，各自代表本人/吾等根據及於向過戶登記處交付夾附的過戶收據及/或已由本人/吾等正式簽署的其他所有權文件(如有)(及/或就此提供的獲信納彌償保證)後向貴公司或股份過戶登記處收集將發行予本人/吾等之股份有關之股票及向股份過戶登記處交付該等股票，此外授權及指示股份過戶登記處按及在要約之條款及條件規限下持有該等股票，猶如該(等)股票乃連同本接納及轉讓表格交付予彼等；
- (c) 本人/吾等不可撤回地指示及授權要約人及/或金利豐證券有限公司及浩德投資有限公司及/或彼等各自之代理，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，然後按以下地址以平郵方式寄予以下人士，或如無填上姓名及地址，則按貴公司之名冊所登記地址，寄予本人或吾等當中所列首位者(如屬聯名登記股東)，惟郵誤風險概由本人/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： _____

- (d) 本人/吾等指示及授權要約人及/或金利豐證券有限公司及浩德投資有限公司或任何其他可能就此目的指定之人士，各自代表本人/吾等以根據要約出售股份賣方之身分，訂立及簽署香港法例第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接納及轉讓表格背書證明；
 - (e) 本人/吾等指示及授權要約人及/或金利豐證券有限公司及浩德投資有限公司或任何其他可能指定之人士，各自代表本人/吾等填妥、修改及簽署與本人/吾等接納要約有關之任何文件，包括但不限於在接納及轉讓表格填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期，然後填上另一日期，並填上、刪去、修改或替換接納及轉讓表格上之承讓人，以及辦理任何其他必需或適當之手續，將本人/吾等根據要約交出以供接納之股份轉歸要約人或其可能指定之人士所有；
 - (f) 本人/吾等承諾於必需或適當時簽署其他文件及辦理其他手續及事項，以確保就要約交出轉讓予要約人或其可能指定人士之股份不附有一切任何性質之第三方權利、留置權、抵押、衡平權、不利權益及產權負擔，並享有該等股份於聯合公佈日期(即二零一零年五月二十八日)或其後所附帶一切權利，包括收取貴公司於聯合公佈日期或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利；及
 - (g) 本人/吾等同意追認要約人或金利豐證券有限公司及浩德投資有限公司或其任何代理或可能指定之人士，各自行使本表格所載任何權力時作出或進行之任何行動或事宜。
2. 本人/吾等明白本人/吾等接納要約，將被視為表示本人/吾等向要約人以及金利豐證券有限公司及浩德投資有限公司保證根據要約出售之本人/吾等所持有股份不附有一切任何性質之第三方權利、留置權、抵押、衡平權、不利權益及產權負擔，並享有該等股份於聯合公佈日期或其後所附帶一切權利，包括收取貴公司於聯合公佈日期或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利。
3. 本人/吾等保證本人/吾等為本接納及轉讓表格所列股份數目之登記持有人，而本人/吾等擁有一切權利、權力及授權，以透過接納要約之方式出售及轉交本人/吾等之所有權及擁有權予要約人。
4. 倘根據要約之條款，本人/吾等之接納無效或被視為無效，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/或任何其他所有權文件(及/或就此提供之任何獲信納之彌償保證)，連同已正式註銷之本表格一併寄回上述第1(c)段所指人士或，如無填上姓名及地址，則按貴公司名冊所登記地址以平郵方式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/吾等自行承擔。

附註：倘閣下於接妥要約後交回過戶收據，而同時要約人及/或金利豐證券有限公司及浩德投資有限公司或其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股票，則閣下將獲退還股票並非過戶收據。

5. 本人/吾等向要約人及貴公司保證，本人/吾等已就本人/吾等接納要約全面遵守本人/吾等於貴公司股東名冊所列地址所在之有關司法權區之法律及監管規定，包括取得包括取得任何所需之政府、外匯管制或其他方面之同意，或辦理其他必要之正式手續或遵守其他必要之法律規定。
6. 本人/吾等向要約人及貴公司保證，本人/吾等將負責支付本人/吾等於貴公司股東名冊所列地址所在之司法權區之所有應付轉讓費用或其他稅項。
7. 本人/吾等茲將本人/吾等所持全部/部分股份之有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此提供之任何獲信納之彌償保證)，由閣下依照及根據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、股票及/或任何其他所有權文件(及/或就此提供之任何獲信納之彌償保證)獲發收據。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。
8. 本人/吾等確認以接納要約方式轉讓予要約人之本人/吾等之股份將以要約人或其代理人名義登記。
9. 本人/吾等明白，除綜合要約文件及本接納及轉讓表格明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及為無條件。
10. 在收購守則之條款規限下，即便要約的接納並無附帶相關股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需一份或多份信納彌償保證)，要約人仍可酌情將其視作有效論；惟在此等情況下，用以支付代價之支票將須待本公司於香港之股份過戶登記分處(視情況而定)本公司之公司秘書接獲股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需一份或多份信納彌償保證)後，始行寄發或(視情況而定)可供領取。然而，除非已完全符合收購守則第30.2條之規定，否則該等要約之接納將不計入接納條件內。

PERSONAL DATA

Personal Information Collection Statements

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, the Registrar and in relation to personal data and the 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 is expected that you inform the Offeror and/or Kingston Securities Limited and/or Altus Investments Limited and/or the Company's Hong Kong Branch Registrar, Tricor Secretaries Limited immediately of any changes or inaccuracies in the data provided.

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 of your acceptance and verification or compliance with the terms and acceptance procedures set out in this Form of Acceptance and Transfer and/or the Composite Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the register of members of the Company;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and the Registrar;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable the Company and the Registrar to discharge their obligations to the Shareholders, and other purpose to which the Shareholders may from time to time agree.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, its subsidiaries and/or agent(s), such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons whom the Offeror 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 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 the Registrar have the right to charge a reasonable fee for the processing of any data access requests. 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 secretary of the Offeror or the Registrar (as the case may be).

BY SIGNING THIS FORM 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(「該條例」)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於約人及股份過戶登記處有關個人資料及該條例之政策及慣例。

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。倘所提供資料出現任何改動或不確之處，務請立即通知要約人及/或金利豐證券有限公司及/或浩德投資有限公司及/或本公司於香港之股份過戶登記分處為卓佳秘書商務有限公司。

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轉讓表格及/或綜合要約文件載列之條款及接納手續；
- 登記以閣下名義轉讓股份；
- 保存或更新貴公司股東之登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及/或其附屬公司或代理(例如財務顧問及股份過戶登記處)收取通信；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 有關要約人或股份過戶登記處業務之任何其他用途；及

- 有關上文所述及/或使貴公司及股份過戶登記處可向股東履行其應盡之責任之任何其他目的，及股東不時同意之其他用途。

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，惟要約人及股份過戶登記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、其附屬公司及/或代理(例如顧問及股份過戶登記處)；
- 為股份過戶登記處就業務經營提供行政、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；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如其往來銀行、律師、會計師或股票經紀；及
- 要約人或股份過戶登記處認為必需或適當情況下之任何其他人士。

4. 存取及更正個人資料

根據該條例之規定，閣下可確認要約人或股份過戶登記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。依據該條例之規定，要約人及股份過戶登記處可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，須提交要約人公司秘書或股份過戶登記處屬下之私隱條例事務主任(視情況而定)。

閣下一經簽署本表格即表示同意上述所有條款。