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, fraction of the Contents of this Form of Acceptance, fraction of the Content of the Security of 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, make no representation as to its accuracy or complete the Acceptance of the Contents of this Form of Acceptance, make no representation as to its accuracy or complete the Acceptance of the Contents of this Form of Acceptance, make no representation as to its accuracy or complete the Acceptance of the Contents of this Form of Acceptance, make no representation as to its accuracy or complete the Acceptance of the Contents of this Form of Acceptance, make no representation as to its accuracy or complete the Acceptance of the Contents of the Cont 致之任何損失承擔任何責任。 Unless the context otherwise re

現る上中国大本頭上中国は、 Unless the context otherwise requires, terms used in this Form of Acceptance have the same meanings as defined in the offer document dated 16 October 2020 (the "Offer Document") issued by Oriental Watch Holdings Limited (the "Company"). 除文義另有所指外,本接納表格所用詞彙與東方表行集團有限公司「本公司」或「貴公司」)刊發日期為二零二零年十月十六日之要約文件(「要約文件」)所界定者具有相同涵義。



ORIENTAL WATCH HOLDINGS LIMITED 東方表行集團有限公司 (Incorporated in Bermuda with limited liability) (於百寨建註冊成立之有限公司)

(Stock Code: 398) (股份代號:398)

CONDITIONAL CASH OFFER BY MERDEKA SECURITIES LIMITED ON BEHALF OF ORIENTAL WATCH HOLDINGS LIMITED TO BUY-BACK UP TO 83,000,000 SHARES AT HK\$3.00 PER SHARE 領智證券有限公司

代表東方表行集團有限公司 提出有條件現金要約 按每股股份3.00港元回購最多達83,000,000股股份

Please ONLY complete BOXES 1, 2 and 3 and sign BOX 6 (Please see instructions overleaf) 只須填寫第1、2及3格,並於第6格簽署(請參閱背頁的指示)

Registrar: Tricor Secretaries Limited Address: Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong 地址:香港皇后大道東183號合和中心54樓 禍戶登記處:卓佳秘書商務有限公司 FOR THE CONSIDERATION stated below, the Transferor(s) named below hereby transfer(s) to the Transferee named below the number of Shares specified in BOX 1 below or any lesser number, subject to the terms and conditions set out below and in the accompanying Offer Document and the Transferee hereby agrees to accept and hold the Shares subject to such terms and conditions. 下述轉讓人整正規推下進及隨附要約文件所載之條款及條件按下列代價向下述承讓人轉讓以下第 1 格註明之股份數目或任何較少股數,而承讓人謹此同意根據有關條款及條件按下列代價接納及持有股份。 Please insert the total number of Shares tendered for acceptance. If no number is inserted or a number inserted is greater than those represented by the Title Documents tendered for acceptance of the Offer or a mark other than a legible number (including a tick, a cross, a circle), a word or an illegible number or character is inserted, your Form of Acceptance will be considered as incomplete and will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar at or before the Latest Acceptance Time. and the state of the Latest Acceptance Time. and the state of the Latest Acceptance Time. The state of the state of the Latest Acceptance Time. The state of the state of the Latest Acceptance Time. The state of the Course of the Course Time. The state of the Course Time. The course Time. The state of the Course Time. The course Time. The state of the Course Time. The cours NUMBER OF SHARES TENDERED FOR ACCEPTANCE: 提交接納之股份數目: PLEASE **** COMPLETE THIS BOX BOX 1 請填妥本格 (Please complete) (請填寫) 第1格 PLEASE **** COMPLETE CERTIFICATE NUMBER(S) 股票號碼 THIS BOX BOX 2 請填妥水格 第2格 Surname(s) or company name 姓氏或公司名稱 Other name(s) 名字 TRANSFEROR(S)
name(s) and address(es) in full
(Either typewritten or
written in block capitals)
轉讓人
姓名及詳細地址
(諸用打字機或以正楷填寫) PLEASE Address(es) 地址 **** COMPLETE THIS BOX BOX 3 請填妥水格 第3格 Telephone number 電話號碼 BOX 4 CONSIDERATION 代價 HK\$3.00 per Share 每股股份3.00港元 第4格 Oriental Watch Holdings Limited 東方表行集團有限公司 Principal place of business in Hong Kong: Room 312-8, China Insurance Group Building, 141 Des Voeux Road Central, Central, Hong Kong 香港中環德輔道中141 號中保集團大廈312-8室 BOX 5 Transferee 承讓人 香港主要營業地點 第5格 Occupation 職業 Corporation 法團 ALL JOINT REGISTERED HOLDERS MUST SIGN HERE 所有聯名登記 持有人均須於 本欄簽署 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 PLEASE **** COMPLETE THIS BOX BOX 6 請填妥本格 Name of witness 見證人姓名 第6格 Address of witness 見證人地址 Signature(s) of Transferor(s) or its duly authorised agent(s)/company chop (if applicable) 轉讓人或其正式授權代理人簽署/公司印鑑(如嫡用) Occupation of witness 見證人職業 Date of submission of this Form of Acceptance 遞交本接納表格日期 DO NOT COMPLETE 諸勿填寫本欄 For and on behalf of 代表 Oriental Watch Holdings Limited 東方表行集圏有限公司 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 PLEASE **** COMPLETE THIS BOX BOX 7 請填妥本格 Name of witness 見證人姓名 Authorised signatory(ies) 授權簽署人 第7格 Address of witness 見證人地址 Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署 Occupation of witness 見證人職業

* 僅供證別

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance or the Offer or as to the action you should take, you should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

This Form of Acceptance should be read in conjunction with the accompanying Offer Document. The definitions used in the Offer Document apply to this Form of Acceptance, unless the context otherwise requires. The provisions of Appendix I to the Offer Document are deemed to be incorporated in and form part of this Form of Acceptance and should be read carefully by each Qualifying Shareholder.

If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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

WARNING: You should read carefully the instructions before completing this Form of Acceptance.

NO ACCEPTANCES RECEIVED ARE ENTITLED TO BE WITHDRAWN AFTER THE OFFER BECOMES UNCONDITIONAL EXCEPT OTHERWISE DECIDED BY THE EXECUTIVE PURSUANT TO THE CODES.

THE OFFER IS SUBJECT TO ALL OF THE CONDITIONS BEING FULFILLED IN FULL, IN PARTICULAR THE APPROVAL BY AT LEAST 75% OF THE VOTES CAST BY THE INDEPENDENT SHAREHOLDERS IN ATTENDANCE EITHER IN PERSON OR BY PROXY BY WAY OF A POLL HAVING BEEN OBTAINED AT THE SGM IN RESPECT OF THE WHITEWASH WAIVER. IF THE WHITEWASH WAIVER IS NOT GRANTED BY THE EXECUTIVE, OR IF THE RESOLUTIONS TO APPROVE THE OFFER AND THE WHITEWASH WAIVER ARE NOT PASSED BY THE INDEPENDENT SHAREHOLDERS, THE OFFER WILL NOT PROCEED AND WILL IMMEDIATELY LAPSE.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Offer made by Merdeka Securities on behalf of the Company, you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance, together with the relevant Title Documents, for not less than the number of Shares in respect of which you wish to accept the Offer, by post or by hand, to the Registrar, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, in an envelope marked "Oriental Watch Holdings Limited - Cash Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00 p.m. (Hong Kong time) on Thursday, 19 November 2020 (or such later time and/or date as the Company may decide and announce, subject to the Codes). Should any Qualifying Shareholder require any assistance in completing this Form of Acceptance or have any queries regarding the procedures for tendering and settlement or any other similar aspect of the Offer, he/she/ it may contact the Registrar on its telephone hotline at (852) 2980 1333 during the period from Friday, 16 October 2020 to the last date for submission of acceptances in respect of the Offer (which is expected to be Thursday, 19 November 2020 (both days inclusive) between 9:00 a.m. and 6:00 p.m. (Hong Kong time) from Mondays to Fridays (excluding Hong Kong public holidays).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: the Company, Merdeka Securities and the Registrar

- My/Our execution of this Form of Acceptance overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors and assigns) shall constitute:
 - (i) my/our irrevocable acceptance of the Offer made by Merdeka Securities on behalf of the Company and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in BOX 1 of this Form of Acceptance;
 - (ii) my/our acceptance that the provisions of this Form of Acceptance and the other terms and conditions in the Offer Document are deemed to be incorporated into the terms and conditions of the Offer;
 - (iii) my/our acceptance that by submission of this Form of Acceptance by me/us will be deemed to constitute a warranty of me/us to the Company and Merdeka Securities that all Shares sold by me/us under the Offer are fully paid and are held by me/us free from all liens, charges, options, claims, equities, adverse interests, rights of pre-emption or third party rights or encumbrances whatsoever and such Shares are sold together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Shares are cancelled;
 - (iv) (in respect of Overseas Shareholders) I/we have fully observed any applicable legal or regulatory requirements and that the Offer (and any revision or extension of the Offer) may be accepted by me/us lawfully under the laws of the relevant jurisdiction;
 - (v) my/our instruction and authority to each of the Company and/or Merdeka Securities and/or the Registrar or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) (if any), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share certificate(s) subject to the terms of the Offer, as if it/they were Share certificate(s) delivered to the Registrar together with this Form of Acceptance;
 - (vi) my/our instruction and authority to each of the Company and/or Merdeka Securities and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, 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, and/or any Title Documents for Shares not bought-back (and/or, as applicable, Share certificate(s) for balance of such Shares to be returned in jumbo form) by ordinary post at my/our own risk or in favour of the person named below or, if no name and address is stated below, to the first-named transferor at the registered address shown in the Register of Members;

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

Name: (in block capitals)
Address: (in block capitals)

- (vii) my/our instruction and authority to each of the Company and/or Merdeka Securities and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note (if any) as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) or any necessary instrument of transfer or other documents to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on the Form of Acceptance in accordance with the provisions of that Ordinance if applicable;
- (viii)my/our instruction and authority to the Company or such person or persons as it may direct for the purpose to complete and execute any document (including, without limitation, any consolidated Share transfer form) on my/our behalf including without limitation to insert a date in the Form of Acceptance or, if applicable, form of transfer; or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of transferring my/our Shares to the Company or such person or persons as it may direct under the Offer; and
- (ix) my/our undertaking to execute any further documents, take any further action and give any further assurances which may be required in connection with my/our acceptance of the Offer as the Company may consider necessary, expedient or desirable in accordance with the Codes, including, without limitation, to complete the buy-back by the Company of any Shares in respect of which I/ we have accepted the Offer free from all liens, charges, options, claims, equities, adverse interests, rights of pre-emption or third party rights or encumbrances whatsoever and such Shares are sold together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Shares are cancelled and/or to perfect any of the authorities expressed to be given under this Form of Acceptance or the Offer Document.
- 2. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings given by me/us as contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.
 - Note: Where the Accepting Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).
- 3. I/We enclose the Title Documents for the whole/part of my/our holding of Shares which are to be held by the Company and/or Merdeka Securities and/or the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance and Title Documents will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk. I/We further understand that if the number of Shares tendered under the Offer by me/us is smaller than the number of Shares as shown in the Title Documents submitted by me/us together with the Form of Acceptance and/or the Shares tendered under the Offer have not been bought-back by the Company in full, the Title Documents in respect of the balance of such Shares or a replaced certificate therefor will be returned or sent to me/us by ordinary post at my/our own risk within 7 Business Days after the close of the Offer.
- 4. I/We warrant to the Company, Merdeka Securities and any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our registered address is stated in the Register of Members in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.
- 5. I/We warrant to the Company, Merdeka Securities and any person involved in the Offer that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our registered address is located as set out in the Register of Members.
- 6. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptance, instruction, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格為重要文件,請即處理。 関下如對本接納表格或要約任何方面或應採取之行動有任何疑問,應諮詢持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

本接納表格應與隨附要約文件一併閱讀。除文義另有所指外,要約文件所用之釋義亦適用於本接納表格。要約文件附錄一之條文亦被視為已載入本接納表格內並為其中一部分,各合資格股東務請仔細閱讀。

閣下如已將名下股份全部售出或以其他方式轉讓,應立即將本接納表格及隨附之要約文件送交買主或承讓人,或經手買賣或轉讓之銀行、持牌證券交易商或其他代理商,以 便轉交買主或承讓人。

領智證券現代表本公司提出要約。向海外股東提出要約或會受到相關司法權區之法律禁止或影響。倘 閣下為海外股東, 閣下應就要約於相關司法權區之影響尋求適當法律意見,以遵守所有適用法律或監管規定。 閣下如欲接納要約,則有責任就此自行全面遵守相關司法權區之法律及法規,包括(但不限於)取得任何所需政府、外匯管制或其他同意,或遵守所有適用其他必要手續或監管或法律規定。 閣下亦須全面負責支付 閣下就所有相關司法權區應付之任何轉讓費或其他稅項及徵費。本公司、領智證券、過戶登記處或彼等各自之任何董事或參與要約之任何人士有權就 閣下可能需要繳付之任何稅項獲悉數彌償及毋須為此承擔任何責任。 閣下一旦接納要約,即構成 閣下作出保證,表示 閣下根據所有適用法律獲准接受及接納要約及任何有關修訂,而該接納根據所有適用法律為有效及具約束力。

注意: 閣下於填寫本接納表格前,務請細閱指示。

所有已接獲之接納於要約成為無條件後一概不能撤回,除非執行人員根據該等守則另行決定外。

要約須待所有該等條件全面達成後方可作實,尤其是獲親身或委派代表出席之獨立股東於股東特別大會上就清洗蓄免以至少75%票數投票表決批准。倘執行人員 並無授出清洗蓄免或獨立股東不通過批准要約及清洗蓄免之決議案,則要約將不會進行並即告失效。

本接納表格填寫方法

閣下如欲接納領智證券代表本公司提出之要約,則應填妥及簽署本接納表格背頁,並盡快惟無論如何不遲於二零二零年十一月十九日(星期四)下午四時正(香港時間)(或本公司可能決定及公佈之較後時間及/或日期,惟須受該等守則所規限)以郵寄或專人送遞方式將本接納表格整份連同不少於 閣下欲接納要約之股份數目之相關所有權文件一併交回過戶登記處卓佳秘書商務有限公司,地址為香港皇后大道東183號合和中心54樓,信封註明「東方表行集團有限公司 — 現金要約」,方為有效。倘任何合資格股東於填寫本接納表格時需要任何協助或對要約之提交及交付手續或任何其他類似方面有任何疑問,可於二零二零年十月十六日(星期五)至交回要約接納表格之最後日期(預期為二零二零年十一月十九日(星期四))(包括首尾兩日)期間內逢星期一至星期五(香港公眾假期除外)上午九時正至下午六時正(香港時間)聯絡過戶登記處,熱線電話號碼為(852) 2980 1333。

要約接納表格

致: 貴公司、領智證券及過戶登記處

- 1. 本人/吾等簽署本接納表格之背頁(不論該表格是否已註明日期,本人/吾等之個人代表、承繼人、接任人及承讓人亦將受其約束),表示:
 - (j) 本人/吾等根據要約文件及本接納表格所載之條款,就本接納表格第1格所註明之股份數目不可撤銷地接納由領智證券代表 貴公司提出之要約;
 - (ii) 本人/吾等接受,本接納表格之條文以及要約文件中之其他條款及條件被視為已納入要約之條款及條件;
 - (iii) 本人/吾等接受,本人/吾等遞交本接納表格將被視為構成本人/吾等向 貴公司及領智證券作出保證,表示本人/吾等根據要約出售之所有股份已獲邀足股款及 該等股份概不附帶一切留置權、押記、購股權、申索權、衡平權、不利權益、優先購買權或第三方權利或任何形式之產權負擔,但連同所累計或附帶之一切權利 (包括但不限於收取於股份註銷日期或之後所宣派、作出或派付之股息及其他分派(如有)之權利)一併出售;
 - (iv) (就海外股東而言)本人/吾等已全面遵守任何適用法律或監管規定,以及本人/吾等根據相關司法權區之法律可合法接納要約(及要約之任何修訂或延期);
 - (v) 本人/吾等指示及授權 貴公司及/或領智證券及/或過戶登記處或彼等各自之代理人,代表本人/吾等憑交出隨附經本人/吾等正式簽署之過戶收據(如有)向 貴公司或過戶登記處領取本人/吾等就股份應獲發之股票,並將有關股票送交過戶登記處,且授權及指示由過戶登記處根據要約之條款持有該(等)股票,猶如該 (等)股票已連同本接納表格一併送交過戶登記處;
 - (vi) 本人/吾等指示及授權 貴公司及/或領智證券及/或過戶登記處或彼等各自之代理人或彼等任何一方可能就此指示之人士,將本人/吾等根據要約之條款應得之 現金代價以「不得轉讓 — 只准入抬頭人帳戶」劃線開出以本人/吾等為抬頭人的支票,及/或任何未獲回購股份之所有權文件(及/或(如適用)就該等股份餘額以 一張股票形式退回),按下列姓名及地址,以平郵方式寄至下述人士,或如無填上姓名及地址,則寄至排名首位之轉讓人在股東名冊上所示登記地址,有關郵誤風 險權由本人/吾等自行承擔:

(如收取支票及其他文件之人士與登記接納股東或排名首位之聯名登記接納股東之登記姓名及地址不同,則請在本欄填上應收取支票及其他文件人士之姓名及地址。)

姓名	: (請用正楷填寫)
July Jol.	• (李田工批博會)

- (vii)本人/吾等指示及授權 貴公司及/或領智證券及/或過戶登記處或彼等各自之代理人或彼等任何一方可能就此指示之人士,代表本人/吾等作出及簽署根據香港 法例第117章印花稅條例第19(1)條所規定之成交單據(如有)或本人/吾等作為要約項下出售股份之賣方須作出及簽署之任何必須轉讓文書或其他文件,並按該條 例條文之規定繳付印花稅及安排在接納表格加上簽註(如適用);
- (viii)本人/吾等指示及授權 貴公司或其就此可能指示之人士,代表本人/吾等填妥及簽署任何文件(包括但不限於任何合併股份轉讓表格),包括但不限於在接納表格或(如適用)在轉讓表格上填上日期,或如本人/吾等或任何其他人士已填上日期,則刪去該日期並填上另一日期,以及採取任何其他必要或適當之行動,將本人/吾等之股份根據要約轉讓予 貴公司或其可能指定之人士;及
- (ix) 本人/吾等承諾於 貴公司認為根據該等守則屬必要、適當或適宜之情況下,本人/吾等就接納要約簽署任何其他文件、採取任何進一步行動及提供任何進一步保證,包括但不限於 貴公司就本人/吾等已接納要約完成任何股份回購,而該等股份概不附帶一切留置權、押記、購股權、申索權、衡平權、不利權益、優先購買權或第三方權利或任何形式之產權負擔,但連同所累計或附帶之一切權利(包括但不限於收取於股份註銷日期或之後所宣派、作出或派付之股息及其他分派(如有)之權利)一併出售,及/或完備據本接納表格或要約文件明確給予之任何授權。
- 2. 倘根據要約之條款,本人/吾等之接納被視作無效,則上文第1段所載由本人/吾等作出之一切指示、授權及承諾均告終止;在此情況下,本人/吾等授權並懇請將本人/吾等之所有權文件連同已正式註銷之本接納表格一併以平郵方式寄回上述人士,或如無列明姓名及地址,則寄至本人或排名首位之持有人(如屬聯名登記接納股東)登記地址,有關郵談風險概由本人/吾等自行承擔。

附註:倘接納股東交回一份或多份過戶收據,而同時 貴公司或其代理人已代表 閣下向過戶登記處領取有關股票,則 閣下將獲發還此(等)股票而非過戶收據。

- 3. 本人/吾等茲附上本人/吾等持有之全部/部分股份之所有權文件,該等所有權文件可由 貴公司及/或領智證券及/或過戶登記處及/或彼等任何一方可能指示之人 土按要約之條款及條件予以保存。本人/吾等明白任何接納表格及所有權文件將不獲發收據。本人/吾等亦明白以平郵方式寄發所有文件之一切風險將由本人/吾等自 行承擔。本人/吾等亦明白,倘本人/吾等根據要約提交之股份數目少於本人/吾等連同接納表格一併提交之所有權文件所示之股份數目及/或根據要約提交之股份未 獲 貴公司悉數回購,則有關股份結餘之所有權文件或其替代股票將於要約結束後7個營業日內以平郵方式退回或寄回予本人/吾等,郵誤風險概由本人/吾等自行承 擔。
- 4. 本人/吾等向 貴公司、領智證券及參與要約之任何人士保證,本人/吾等已符合本人/吾等於股東名冊所列登記地址所處司法權區有關本人/吾等接納要約之法律規定,包括取得任何所需政府、外匯管制或其他同意,以及辦理一切所需登記或備案以符合一切所需法律或監管規定。
- 5. 本人/吾等向 貴公司、領智證券及參與要約之任何人士保證,本人/吾等須全面負責支付就本人/吾等於股東名冊所列登記地址所處司法權區應付之任何轉讓費或其他稅項或徵費。
- 6. 本人/吾等知悉,除於要約文件及本接納表格清楚列明外,所有於此作出之接納、指示、授權及承諾均為不可撤銷及無條件。

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 Company, Merdeka Securities and the Registrar in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purposes

The personal data which you provide on this Form of Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Offer Document;
- · 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 verification, and any other verification or exchange of information;
- distributing communications from the Company, Merdeka Securities, the Registrar and/or their respective agents;
- · compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- · disclosing relevant information to facilitate claims or entitlements; and
- any other incidental or associated purposes relating to the above and/ or to enable the Company, Merdeka Securities and/or the Registrar to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

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

- the Company, Merdeka Securities, the Registrar and/or their respective agents;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Company, Merdeka Securities and/or the Registrar in connection with the operation of their business;
- · any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as their bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Company, Merdeka Securities and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Company, Merdeka Securities and 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 Privacy Ordinance

5. Access and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Company, Merdeka Securities and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Company, Merdeka Securities and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, Merdeka Securities and/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

香港法例第486章個人資料(私隱)條例(「私隱條例」)之主要條文已於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在知會 閣下有關本公司、領智證券及過戶登記處就有關個人資料及私隱條例之政策及常規。

1. 收集 閣下個人資料之原因

倘 閣下欲就 閣下之股份接納要約,則 閣下須提供所需個人資料。若未能提供所需資料,可能會導致 閣下之接納不予受理或有所延誤。此舉有可能阻延寄發 閣下根據要約應得之代價。

2. 用涂

閣下於本接納表格提供之個人資料可能會用作、持有及/或保存(不論以任何方式)作下列用途:

- 處理 閣下之接納及核實本接納表格及要約文件載列之條款及申請手續是 否獲遵循;
- 登記轉出 閣下名義之股份轉讓;
- 保存或更新相關股份持有人名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 自本公司、領智證券、過戶登記處及/或彼等各自之代理發佈通訊;
- 編撰統計資料及股東資料;
- 遵照法例、規則或法規(不論法定或其他規定)之要求作出披露;
- 披露有關資料以便加快進行申索或獲得所有權;及
- 與上述有關之任何其他附帶或相關用途及/或令本公司、領智證券及/或 過戶登記處得以履行彼等對股東及/或適用法規項下之責任,以及股東可 能不時同意或接獲通知的任何其他用途。

3. 轉交個人資料

本接納表格所載個人資料將會保密,惟本公司、領智證券及/或過戶登記處為達致上述或有關任何上述之用途,可能作出彼等認為屬必須之查詢,以確定個人資料之準確性,尤其彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料:

- 本公司、領智證券、過戶登記處及/或彼等各自之代理人;
- 為本公司、領智證券及/或過戶登記處之業務運作提供行政、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 閣下進行交易或擬進行交易之任何其他人士或機構,例如 閣下之銀行、律師、會計師或持牌證券交易商;及
- 本公司、領智證券及/或過戶登記處在相關情況下認為必須或適當之任何 其他人士或機構。

4. 保留個人資料

本公司、領智證券及過戶登記處將按收集個人資料所需用途保留本接納表格所 收集之個人資料。無需保留之個人資料將根據私穩條例銷毀或處理。

5. 查閱及更正個人資料

私隱條例賦予 閣下權利,查證本公司、領智證券及/或過戶登記處是否持有 閣下之個人資料,並索取資料副本及更正任何不確資料。根據私隱條例,本公司、領智證券及/或過戶登記處有權就處理任何查閱資料之要求收取合理手續 費。所有關於查閱資料或更正資料或詢問關於政策及常規及所持資料類別之要求,應向本公司、領智證券及/或過戶登記處(視情況而定)提出。

閣下一經簽署本接納表格即表示同意上述各項