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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黃色接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本黃色接納表格全部或任何部份內容而產生或因依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 YELLOW Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 10 February 2012 (the "Composite document") issued jointly by Cosway Corporation Limited and the Offeror.

除文義另有所指外，本黃色接納表格所用詞彙與科士威集團有限公司及收購方聯合刊發日期為二零一二年二月十日之綜合收購建議及回應文件（「綜合文件」）所界定者具有相同涵義。

YELLOW FORM OF ACCEPTANCE AND TRANSFER – FOR USE IF YOU WANT TO ACCEPT IRREDEEMABLE CONVERTIBLE UNSECURED LOAN SECURITIES.
 本黃色接納及過戶表格在閣下欲接納不可贖回可轉換股無抵押債券時適用。



COSWAY CORPORATION LIMITED

科士威集團有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 288)

(股份代號: 288)

IRREDEEMABLE CONVERTIBLE UNSECURED LOAN SECURITIES DUE 2019 CONVERTIBLE INTO ORDINARY SHARES OF COSWAY CORPORATION LIMITED

可轉換為科士威集團有限公司普通股之不可贖回可轉換股無抵押債券 (於二零一九年到期)

(Stock Code: 4314)

(股份代號: 4314)

YELLOW FORM OF ACCEPTANCE AND TRANSFER OF THE 10-YEAR ONE TO THREE AND A HALF PERCENT IRREDEEMABLE CONVERTIBLE UNSECURED LOAN SECURITIES BY COSWAY CORPORATION LIMITED

科士威集團有限公司所發行10年期息率為1%至3.5%之

不可贖回可轉換股無抵押債券之黃色接納及過戶表格

All parts should be completed 每項均須填寫

**Registrar
 過戶登記處**
 Tricor Secretaries
 Limited,
 26th Floor,
 Tesbury Centre,
 28 Queen's Road
 East, Wanchai,
 Hong Kong
 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

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the ICULS(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.
 根據本表格及隨附綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明之不可贖回可轉換股無抵押債券轉讓予下列「承讓人」。

Principal amount of ICULS to which this acceptance relates (Notes) 本次接納所涉不可贖回可轉換股無抵押債券之本金額 (附註)	AMOUNT 金額	WORDS 大寫
Relevant Certificate number(s) 相關證書號碼		
TRANSFEROR(S) (ICULS Holder(s)) name(s) and address in full 轉讓人 (不可贖回可轉換股無抵押債券持有人) 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\$1.10 in cash for each HK\$0.20 principal amount of ICULS which shall be convertible into one Share 就不可贖回可轉換股無抵押債券每0.20港元之本金額可轉換為一股股份之現金1.10港元	
TRANSFEEE 承讓人	Name 名稱:	Cosway Corporation Berhad
	Registered Address and Correspondence Address: 註冊地址及通訊地址:	Lot 13-01A, Level 13 (East Wing) Berjaya Times Square No. 1 Jalan Imbi, 55100 Kuala Lumpur
	Occupation 職業:	Corporation 法團

Signed by or for and on behalf of the Transferor(s) in the presence of:
 轉讓人或代表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 Transferor(s)/Company chop (if applicable)
 轉讓人簽署 / 公司印鑑 (如適用)

Date of submission of this Form of Acceptance and Transfer
 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
 必須簽署

Do not complete 請勿填寫本欄

Signed by or for and on behalf of the Transferee in the presence of:
 承讓人或代表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

Date of transfer 轉讓日期

For and on behalf of 代表
Cosway Corporation Berhad

Authorised Signatory(ies)
 授權簽署人

Signature(s) of Transferee
 承讓人簽署

Note: Insert the principal amount of the ICULS for which the ICULS Offer is accepted. If no principal amount of the ICULS is specified or if the total principal amount of the ICULS specified in this form is greater than principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof, you are deemed to have accepted the ICULS Offer in respect of the principal amount of the ICULS specified in this form is smaller than the principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof. If the principal amount of the ICULS specified in this form is smaller than the principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof, you are deemed to have accepted the ICULS Offer in respect of the principal amount of the ICULS specified in this form is smaller than the principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof. If the principal amount of the ICULS specified in this form is smaller than the principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof, you are deemed to have accepted the ICULS Offer in respect of the principal amount of the ICULS specified in this form is smaller than the principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof.

附註: 請填上接納不可贖回可轉換股無抵押債券收購建議之不可贖回可轉換股無抵押債券本金。倘此表格上並無填上不可贖回可轉換股無抵押債券本金或所填之不可贖回可轉換股無抵押債券本金總額多於所填之不可贖回可轉換股無抵押債券本金，以不可贖回可轉換股無抵押債券及/或過戶收據及/或其他所有權文件及/或就此所附任何符合要求之一項或多項擔保為憑，則閣下將被視為已接納本表格上之接納不可贖回可轉換股無抵押債券及/或過戶收據及/或其他所有權文件及/或就此所附任何符合要求之一項或多項擔保為憑。倘此表格上之接納不可贖回可轉換股無抵押債券及/或過戶收據及/或其他所有權文件及/或就此所附任何符合要求之一項或多項擔保為憑，則閣下將被視為已接納本表格上之接納不可贖回可轉換股無抵押債券及/或過戶收據及/或其他所有權文件及/或就此所附任何符合要求之一項或多項擔保為憑。倘此表格上之接納不可贖回可轉換股無抵押債券及/或過戶收據及/或其他所有權文件及/或就此所附任何符合要求之一項或多項擔保為憑，則閣下將被視為已接納本表格上之接納不可贖回可轉換股無抵押債券及/或過戶收據及/或其他所有權文件及/或就此所附任何符合要求之一項或多項擔保為憑。

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

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

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

The making of the ICULS Offer to certain persons resident in jurisdictions outside Hong Kong may be 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 inform yourself about or obtain appropriate legal advice regarding the implications of the ICULS Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the ICULS 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 or the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due in respect of such jurisdiction. The Offeror, CCBI and any person involved in the ICULS Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as may be required to be paid in respect of the acceptance of the ICULS Offer by you. Acceptance of the ICULS Offer by you will constitute a warranty by you to the Offeror and the Company that you are permitted under all applicable laws to accept the ICULS Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

HOW TO COMPLETE THIS FORM

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

To accept the ICULS Offer made by CCBI on behalf of the Offeror, you should complete and sign this YELLOW Form of Acceptance overleaf and forward this form, together with the relevant 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 principal amount of ICULS in respect of which you wish to accept the ICULS Offer, by post or by hand, marked "Cosway Corporation Limited – ICULS Offer" on the envelope, to the Registrar at Tricor Secretaries Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Friday, 2 March 2012 (or such later time and/or date the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code).

YELLOW FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE ICULS OFFER

To: CCL, CCBI and the Offeror

1. My/Our execution of this YELLOW Form of Acceptance (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
 - (a) my/our irrevocable acceptance of the ICULS Offer made by CCBI 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 principal amount of the outstanding ICULS specified in this YELLOW Form of Acceptance or, if no principal amount of the ICULS is specified or if the total principal amount of the ICULS specified in this form is greater than principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required, I am/we are deemed to have accepted the ICULS Offer in respect of the principal amount of the ICULS tendered by me/us, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof; if the principal amount of the ICULS specified in this form is smaller than the principal amounts of the ICULS tendered, as supported by the certificate(s) of the ICULS and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof, I am/we are deemed to have accepted the ICULS Offer in respect of the principal amount of the ICULS as shall be equal to the principal amount of the ICULS specified in this form, provided that such acceptance will not be counted towards fulfilling the acceptance condition, where applicable, nor the condition required for the Offeror to invoke compulsory acquisition, unless Rule 30.2 of the Takeovers Code has been fully complied with prior to the closing of the Offer;
 - (b) my/our irrevocable instruction and authority to the Offeror, CCBI and/or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour and the relevant certificate(s) for the consideration to which I/we shall have become entitled under the terms of the ICULS 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 ICULS holder) at the registered address shown in the register of ICULS holder as soon as possible but in any event within 10 days of the later of the date on which the Offers become or are declared unconditional in all respects and the date of receipt of this completed form and all the relevant documents (which should be received no later than 4:00 p.m. on the closing date or such later time and date as determined and announced by the Offeror with the consent of the Executive) by the Registrar from me accepting the ICULS Offer.
(Insert name and address of the person to whom the cheque and the relevant certificate is to be sent if different from the registered ICULS holder or the first-named of joint registered ICULS holder.)
Name: (in block capitals) _____
Address: (in block capitals) _____
 - (c) my/our irrevocable instruction and authority to the Offeror, CCBI or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this YELLOW Form of Acceptance 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 this YELLOW Form of Acceptance 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 ICULS tendered for acceptance of the ICULS Offer;
 - (d) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our ICULS tendered for acceptance under the ICULS Offer 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 thereto as at the date of the Composite Document or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Composite Document;
 - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, CCBI or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;
 - (f) my/our irrevocable instruction and authority to the Offeror, CCBI or their respective agent(s) to collect from CCL on my/our behalf the certificate(s) in respect of the ICULS 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 Registrar and to authorise and instruct the Registrar to hold such certificate(s) subject to the terms and conditions of the ICULS Offer as if it/they were the relevant certificate(s) delivered to the Registrar together with this YELLOW Form of Acceptance; and
 - (g) my/our appointment of the Offeror and/or CCBI as my/our attorney in respect of all the ICULS to which this YELLOW Form of Acceptance relates, such power of attorney to take effect from the date and time on which the ICULS Offer becomes unconditional in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the ICULS Offer by me/us will constitute a warranty by me/us to the Offeror and CCBI that (i) the principal amount of the ICULS specified in this YELLOW Form of Acceptance will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Composite Document or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, paid or made on or after the date of the Composite Document; 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 or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/We have not taken or omitted to take any action which will or may result in CCL, the Offeror or CCBI or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the ICULS Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the ICULS Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the ICULS 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 relevant 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 YELLOW Form of Acceptance 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 ICULS holder) at the registered address shown in the register of the ICULS holder.
Note Where you have sent one or more transfer receipt(s) and in the meantime the relevant certificate(s) has/have been collected by the Offeror, CCBI or their respective agent(s) from the Registrar on your behalf, you will be sent such certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant 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 ICULS which are to be held by you on the terms and conditions of the ICULS Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, 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.
5. I/We warrant that I/We are the registered holder(s) of the principal amount of ICULS specified in this YELLOW Form of Acceptance and I/We have the full right, power and authority to sell and pass the title and ownership of the ICULS I/we hold, to the Offeror by way of acceptance of the ICULS Offer.
6. I/We warrant to the Offeror and CCBI that I/We have satisfied the laws of the jurisdiction where my/our address is stated in the register of ICULS holder in connection with my/our acceptance of the ICULS Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with necessary formalities, regulatory or legal requirements.
7. I/We warrant to the Offeror and CCBI that I/We shall be fully responsible for payment of 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 the ICULS holder in connection with my/our acceptance of the ICULS Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this YELLOW Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our ICULS sold to the Offeror by way of the ICULS Offer will be registered under the name of the Offeror or its nominee.
10. The Offeror reserves the right to treat as valid any acceptance of the ICULS Offer which is not entirely in order or which is not accompanied by the relevant 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 consideration due will not be despatched until the relevant 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 Registrar.

本黃色接納表格乃重要文件，請即處理。

閣下對本黃色接納表格任何方面或應採取之行動如有任何疑問，應諮詢閣下之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。

閣下如已將名下尚未行使之全部不可贖回可轉換股無抵押債券售出或轉讓，應立即將本黃色接納表格連同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、持牌證券交易商、註冊證券機構或其他代理人，以便轉交買主或承讓人。

向居住於香港以外司法權區之若干人士提出不可贖回可轉換股無抵押債券收購建議可能會受有關司法權區之法律影響。倘閣下為香港以外司法權區之公民或居民或國民，應自行了解不可贖回可轉換股無抵押債券收購建議於有關司法權區之限制或尋求適當之法律意見，並遵守任何適用監管或法律規定。閣下如欲接納不可贖回可轉換股無抵押債券收購建議，須自行負責就此全面遵守有關司法權區之相關法例，包括取得任何可能規定之政府、外匯管制或其他同意，或遵守其他必要手續、監管或法律規定，及支付於有關司法權區應付之任何轉讓稅、註冊稅或其他稅項。收購方、建銀國際及任何參與不可贖回可轉換股無抵押債券收購建議之人士均有權獲悉數彌償及毋須就閣下接納不可贖回可轉換股無抵押債券收購建議而可能須支付之任何稅項向閣下承擔任何責任。閣下接納不可贖回可轉換股無抵押債券收購建議將構成閣下向收購方及本公司作出之保證，而閣下根據所有適用法例獲准接納不可贖回可轉換股無抵押債券收購建議（及其任何修訂），而根據所有適用法例，該接納為有效及具約束力。

本表格之填寫方法

本黃色接納表格應與綜合文件一併閱覽。綜合文件附錄之一條文納入並構成本黃色接納表格之一部分。

閣下如欲接納建銀國際代表收購方提出之不可贖回可轉換股無抵押債券收購建議，應填妥及簽署本黃色接納表格背頁，連同閣下欲接納不可贖回可轉換股無抵押債券收購建議所涉及之不可贖回可轉換股無抵押債券之本金額之相關證書及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何符合要求之一項或多項彌償保證），以郵遞方式或由專人盡快送交過戶登記處卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，信封面請註明「科士威集團有限公司 - 不可贖回可轉換股無抵押債券收購建議」，惟無論如何不得遲於二零一二年三月二日（星期五）下午四時正（或收購方根據收購方則獲執行人員同意而可能決定及公佈之較後日期及／或時間）送達過戶登記處。

不可贖回可轉換股無抵押債券收購建議之黃色接納及過戶表格

致：科士威、建銀國際及收購方

1. 本人／吾等一經簽署本黃色接納表格（不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／吾等按綜合文件及本黃色接納表格所述代價按照並遵守當中所述條款及條件，就本黃色接納表格所註明之尚未行使之不可贖回可轉換股無抵押債券本金不可撤回地接納綜合文件所載由建銀國際代表收購方提出之不可贖回可轉換股無抵押債券收購建議；或倘本表格並無填上不可贖回可轉換股無抵押債券本金或所填寫之不可贖回可轉換股無抵押債券本金總額多於所提交之不可贖回可轉換股無抵押債券本金（以相關不可贖回可轉換股無抵押債券證書及／或過戶收據及／或其他所有權文件及／或就此所需任何符合要求之一項或多項彌償保證為證），則本人／吾等將被視為就本人／吾等所提交之不可贖回可轉換股無抵押債券本金（以不可贖回可轉換股無抵押債券證書及／或過戶收據及／或過戶收據及／或其他所有權文件及／或就此所需任何符合要求之一項或多項彌償保證為證）接納不可贖回可轉換股無抵押債券收購建議；或倘本表格所填寫之不可贖回可轉換股無抵押債券本金少於所提交之不可贖回可轉換股無抵押債券本金（以不可贖回可轉換股無抵押債券證書及／或過戶收據及／或過戶收據及／或其他所有權文件及／或就此所需任何符合要求之一項或多項必要彌償保證為證），則本人／吾等將被視為就相等於本表格所填寫之不可贖回可轉換股無抵押債券本金之不可贖回可轉換股無抵押債券本金接納不可贖回可轉換股無抵押債券收購建議，惟於收購建議截止前已完全遵守收購方則第30.2條的規定，否則於計算是否已達成接納條件（如適用，以及收購方達成強制性收購事項所需之條件）時，有關接納不會計算在內；

(b) 本人／吾等不可撤回地指示並授權收購方、建銀國際及／或彼等各自之代理人就本人／吾等根據不可贖回可轉換股無抵押債券收購建議條款應得之代價以平郵方式將作為代價以「不得轉讓 - 只准入抬頭人賬戶」方式向本人／吾等劃開出之支票，以及相關證書儘快郵寄至下文所列人士及地址（如有有於下欄填上姓名及地址，則按不可贖回可轉換股無抵押債券持有人名冊所列之登記地址郵寄予本人或吾等中名列首位者（如屬聯名登記不可贖回可轉換股無抵押債券持有人），惟無論如何須於收購建議在各方面成為或被宣佈為無條件之日及過戶登記處自本人收到已填妥之本表格及所有相關文件（最遲須於截止日期下午四時正或收購方獲得執行人員同意後可能決定及公佈之較後日期及時間前收到有關文件）接納不可贖回可轉換股無抵押債券收購建議之日兩者之較後日期十日內，郵誤風險概由本人／吾等承擔；（倘收取支票及相關證書之人士並非登記不可贖回可轉換股無抵押債券持有人或排名首位之聯名登記不可贖回可轉換股無抵押債券持有人，則請在本欄填上該名人士之姓名及地址。）

姓名：（請用正楷填寫）
地址：（請用正楷填寫）

(c) 本人／吾等不可撤回地指示並授權收購方、建銀國際或彼等可能指示之人士，代表本人／吾等填妥、修訂及簽署任何文件，包括但不限於在本黃色接納表格填上日期，或如本人／吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，並於本黃色接納表格填上、刪去、修改或替換承讓人以及辦理任何其他必需或權宜之手續，將本人／吾等提交接納不可贖回可轉換股無抵押債券收購建議之不可贖回可轉換股無抵押債券轉歸收購方或其可能指示之人士所有；

(d) 本人／吾等承諾於必要或適當時簽署有關其他文件及進行有關行動及事項，以將本人／吾等根據不可贖回可轉換股無抵押債券收購建議提交接納之不可贖回可轉換股無抵押債券轉讓予收購方或其可能指示之人士，該等債券不附帶一切任何性質之第三方權利、留置權、押記、衡平權、不利權益及產權負擔，並將會連同於綜合文件日期或其後所附帶之所有權利（包括收取於綜合文件日期或之後所派派、作出或派付之一切股息（不論末期或中期）及其他分派（如有）之權利）一併轉讓；

(e) 本人／吾等同意追認收購方、建銀國際或彼等各自之代理人或彼／彼等可能指示之人士於行使本表格所載任何授權時可能作出或進行之各項行動或事宜；

(f) 本人／吾等不可撤回地指示並授權收購方、建銀國際或彼等各自之代理人，代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需任何符合要求之一項或多項彌償保證），憑此向科士威領取本人／吾等就不可贖回可轉換股無抵押債券應獲發之證書，並將有關不可贖回可轉換股無抵押債券送交過戶登記處，且授權及指示過戶登記處根據不可贖回可轉換股無抵押債券收購建議之條款及條件持有相關證書，猶如相關證書已連同本黃色接納表格一併送交過戶登記處一般；及

(g) 本人／吾等委任收購方及／或建銀國際為本人／吾等就本黃色接納表格有關之全部不可贖回可轉換股無抵押債券之委任代理人，該授權書於不可贖回可轉換股無抵押債券收購建議在所有方面成為無條件之日期及時間起生效，並隨後不得撤回。

2. 本人／吾等明白本人／吾等接納不可贖回可轉換股無抵押債券收購建議將構成本人／吾等向收購方及建銀國際保證，(i) 本黃色接納表格所列將予出售之不可贖回可轉換股無抵押債券本金概不附帶一切任何性質之第三方權利、留置權、押記、衡平權、不利權益及產權負擔，並附帶於綜合文件日期或其後所附一切權利，包括收取所有於綜合文件日期或其後派派、作出或派付之股息（不論末期或中期）及其他分派（如有）之權利；及(ii) 倘本人／吾等之登記地址位於香港以外司法權區，本人／吾等已全面遵守所有相關司法權區之法例，取得一切必需之政府、外匯管制或其他方面之許可，遵守所有必需之法例手續或法律規定，以及已繳付應付任何人士之任何轉讓或其他稅項，且並無採取或不採取任何行動致使科士威、收購方或建銀國際或任何其他人士就不可贖回可轉換股無抵押債券收購建議或本人／吾等之接納行動違反任何司法權區之法例或規管規定，以及獲所有適用法例之許可收取及接納不可贖回可轉換股無抵押債券收購建議（或其任何修訂），而根據所有適用法例，有關接納乃屬有效及具約束力。

3. 倘按不可贖回可轉換股無抵押債券收購建議之條款本人／吾等之接納屬無效或被視為無效，則上文1段所載之所有指示、授權及承諾均會失效。在此情況下，本人／吾等授權並懇請閣下將本人之相關證書及／或過戶收據及／或其他所有權文件（及／或就此所需任何符合要求之一項或多項彌償保證）連同已正式註銷之本黃色接納表格以平郵方式寄回上文1(b)段所列人士及地址，或倘並無填上姓名及地址，則按不可贖回可轉換股無抵押債券持有人名冊所示之本人或吾等中名列首位者（如屬聯名登記不可贖回可轉換股無抵押債券持有人）之登記地址，郵誤風險由本人／吾等承擔。

附註：倘閣下已交出一份或以上過戶收據，而收購方、建銀國際或彼等各自之代理人已代表閣下從過戶登記處領取有關證書，則發還予閣下者將為該等證書而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部分不可贖回可轉換股無抵押債券之有關證書及／或過戶收據及／或其他所有權文件（及／或就此所需任何符合要求之一項或多項彌償保證）由閣下按不可贖回可轉換股無抵押債券收購建議之條款及條件持有。本人／吾等明白交回接納及過戶表格、證書及／或過戶收據及／或其他所有權文件（及／或就此所需任何符合要求之一項或多項彌償保證）概不獲發任何收據。本人／吾等亦了解所有文件寄出後一切郵誤風險概由本人／吾等承擔。

5. 本人／吾等保證，本人／吾等乃就本黃色接納表格所列明之不可贖回可轉換股無抵押債券本金之登記持有人及本人／吾等有十足權利、權力及授權以接納不可贖回可轉換股無抵押債券收購建議之方式，向收購方出售及移交本人／吾等持有之不可贖回可轉換股無抵押債券之所有權及擁有權。

6. 本人／吾等向收購方及建銀國際保證，本人／吾等已遵守在不可贖回可轉換股無抵押債券持有人名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納不可贖回可轉換股無抵押債券收購建議方面之法例，包括獲得任何必要之政府、外匯管制或其他方面之同意，以及遵守必要之手續、監管或法律規定。

7. 本人／吾等向收購方及建銀國際保證，本人／吾等須就支付不可贖回可轉換股無抵押債券持有人名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納不可贖回可轉換股無抵押債券收購建議方面應付之任何轉讓或註銷費用或其他稅項及徵費承擔全部責任。

8. 本人／吾等知悉，除綜合文件及本黃色接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均為不可撤回及無條件。

9. 本人／吾等知悉，本人／吾等以不可贖回可轉換股無抵押債券收購建議方式向收購方出售之不可贖回可轉換股無抵押債券將以收購方或其代名人義登記。

10. 收購方保留視任何尚未填妥或無隨附有關證書及／或過戶收據及／或其他所有權文件（及／或就此所需任何符合要求之一項或多項彌償保證）之不可贖回可轉換股無抵押債券收購建議之接納為有效之權利，惟在該等情況下，應付之代價將不會寄發，直至過戶登記處已收到有關證書及／或過戶收據及／或其他所有權文件（及／或就此所需任何符合要求之一項或多項彌償保證）為止。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, CCL, CCBI and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance").

1. Reasons for the collection of your personal data

To accept the ICULS Offer for your ICULS, you must provide the personal data requested in this form. 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, CCL, CCBI and the 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 and the Composite Document;
- registering transfers of the ICULS out of your name;
- maintaining or updating the relevant register of holders of the ICULS;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, CCL and/or its subsidiaries or agents such as the financial advisers and the Registrar;
- establishing benefit entitlements of the holders of the ICULS;
- disclosing relevant information to facilitate claims or entitlements;
- 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 and/or the Registrar; and
- any other incidental or associated purposes relating to the above and other purpose to which the holders of the ICULS 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, CCL, CCBI 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, CCL and/or their agent(s) or advisers, such as the financial advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, CCL, CCBI and/or the Registrar, in connection with the operation of its business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, CCL, CCBI and/or the Registrar consider 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, CCL, CCBI, or the 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, CCL, CCBI and 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, CCL, CCBI and/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

本收集個人資料聲明旨在知會閣下有關收購方、科士威、建銀國際及過戶登記處關於香港法例第486章個人資料(私隱)條例(「私隱條例」)之政策及慣例。

1. 收集閣下個人資料之理由

如欲就閣下之不可贖回可轉換股無抵押債券接納不可贖回可轉換股無抵押債券收購建議，閣下必須提供本表格所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。如所提供資料有任何不準確之處，請務必即時知會收購方、科士威、建銀國際及過戶登記處。

2. 用途

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

- 處理閣下之接納申請及核實或遵循本表格及綜合文件載列之條款及申請程序；
- 登記以閣下名義轉讓之不可贖回可轉換股無抵押債券；
- 保存或更新不可贖回可轉換股無抵押債券持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自收購方、科士威及／或其附屬公司或代理人(如彼等之財務顧問及過戶登記處)發佈通訊；
- 確定不可贖回可轉換股無抵押債券持有人應享有之權益；
- 披露有關資料以便申索或享有配額；
- 編製統計編碼資料及股東資料；
- 按法例、規則或規定(無論法定或其他規定)作出披露；
- 有關收購方及／或過戶登記處業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關連用途及不可贖回可轉換股無抵押債券持有人可能不時同意或知悉之任何其他用途。

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，惟收購方、科士威、建銀國際及過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必要之查詢，以確認個人資料之準確性，尤其可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外)該等個人資料：

- 收購方、科士威及／或其代理人或顧問，如財務顧問及過戶登記處；
- 向收購方、科士威、建銀國際及／或過戶登記處提供業務經營方面之行政、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，如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 收購方、科士威、建銀國際及／或過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

根據私隱條例，閣下有權確認收購方、科士威、建銀國際或過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。根據私隱條例，收購方、科士威、建銀國際及過戶登記處有權就獲取任何資料之請求收取合理之手續費。獲取或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予收購方、科士威、建銀國際及／或過戶登記處(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