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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藍色認股權證要約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，並明確表示概不對因本藍色認股權證要約接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

BLUE FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE WARRANT OFFER.

閣下如欲接納認股權證要約，請使用本藍色接納及轉讓表格。

Unless the context otherwise requires, all words and expressions used in this BLUE Form of Warrant Offer Acceptance shall bear the same meanings as defined in the composite offer and response document dated 16 April 2015 (the "Composite Document") jointly issued by Creator Holdings Limited and HKC (Holdings) Limited.

除文義另有所指外，本藍色認股權證要約接納表格所用詞彙與創達集團有限公司及香港建設(控股)有限公司於2015年4月16日聯合刊發的綜合要約及回應文件(「綜合文件」)時所界定者具有相同涵義。



HKC (HOLDINGS) LIMITED
香港建設(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: 190)

(股份代號: 190)

(Warrant code: 1403)

(認股權證代號: 1403)

BLUE FORM OF ACCEPTANCE AND TRANSFER OF WARRANT(S) WITH AN EXERCISE PRICE OF HK\$0.17 PER SHARE OF HKC (HOLDINGS) LIMITED
香港建設(控股)有限公司已發行之每份行使價為每股0.17港元之認股權證的藍色接納及轉讓表格

To be completed in full 每項均須填寫

Branch registrar in Hong Kong: Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

香港股份登記分處: 香港中央證券登記有限公司
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

You must insert the total number of Warrant(s) for which the Warrant Offer is accepted. 閣下必須填上接納認股權證要約之認股權證總數。	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Warrant(s) held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附的綜合文件載列的條款及條件，下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明的轉讓人持有的認股權證。		
	Number of Warrants to be transferred 將予轉讓的認股權證數目	FIGURES 數目	WORDS 大寫
	Warrant certificate number(s) 認股權證證書號碼		
	TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及詳細地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or Company name(s) 姓氏或公司名稱	Forename(s) 名字
		Registered address 登記地址	Telephone number 電話號碼
	CONSIDERATION 代價	HK\$0.08 in cash for each Warrant 每股認股權證現金港幣0.08元	
TRANSFEREE 承讓人	Company name 公司名稱: Creator Holdings Limited 創達集團有限公司* Registered address: East Asia Chambers, P.O. Box 901, Road Town, Tortola, British Virgin Islands 註冊地址: Occupation 職業: Corporation 法團		
Signed by the Transferor(s) to this transfer, this _____ day of _____ 2015 由轉讓人於2015年_____月_____日簽署			

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

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)
轉讓人簽署

ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
所有聯名登記持有人均須於本欄簽署

Do not complete 請勿填寫本欄

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:

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 of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理人簽署

Signed by or on behalf of the Transferee to this transfer, this _____ day of _____ 2015
由承讓人或其代表於2015年_____月_____日簽署

* For identification purpose only 僅供識別

THIS BLUE FORM OF WARRANT OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

If you have sold or otherwise transferred all your Warrant(s), you should at once hand this BLUE Form of Warrant Offer Acceptance and the accompanying Composite Document to the purchaser(s) or 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).

Somerley is making the Warrant Offer for and on behalf of the Offeror. The making of the Warrant Offer to the Independent Warrantheolders having registered addresses outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an Overseas Warrantheolder, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Warrant Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You will also be fully responsible for the payment of any such transfer or other taxes and duties due by you in respect of the acceptance of the Warrant Offer. The Offeror, Somerley, the Company, any of their respective directors and professional advisors and all persons involved in the Warrant Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay. Acceptance of the Warrant Offer by you will constitute a warranty by you to the Offeror, Somerley and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Warrant Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities and regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance of the relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Warrant Offer.

This BLUE Form of Warrant Offer Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS BLUE FORM OF WARRANT OFFER ACCEPTANCE

The Warrant Offer is unconditional. Independent Warrantheolders are advised to read the Composite Document before completing this BLUE Form of Warrant Offer Acceptance. To accept the Warrant Offer made by Somerley for and on behalf of the Offeror to acquire your Warrant(s), you should complete and sign this BLUE Form of Warrant Offer Acceptance overleaf and forward this entire form, together with the relevant warrant certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the whole or in respect of part of your holding of Warrant(s) or if applicable, for not less than the number of Warrants in respect of which you intend to accept the Warrant Offer, by post or by hand, to the Registrar, **Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong no later than 4:00 p.m. on 7 May 2015 (Thursday) (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this BLUE Form of Warrant Offer Acceptance.

Warning: If you are holding the Warrants on behalf of another person as nominee or otherwise, you should refer to the paragraph headed "1. PROCEDURES FOR ACCEPTANCE – 1.2 The Warrant Offer" in Appendix I to the Composite Document in particular as to the matters which you should consider.

BLUE FORM OF WARRANT OFFER ACCEPTANCE IN RESPECT OF THE WARRANT OFFER

To: The Offeror and Somerley

1. My/Our execution of this BLUE Form of Warrant Offer Acceptance shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Warrant Offer made by Somerley for and 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 Warrants specified in this BLUE Form of Warrant Offer Acceptance or, if no such number is specified or a greater number is specified in this BLUE Form of Warrant Offer Acceptance than I am/we are registered as the holder(s) thereof, in respect of all such Warrants as to which I am/we are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to each of the Offeror, Somerley and/or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the warrant certificate(s) in respect of the Warrants due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such warrant certificate(s), subject to the terms and conditions of the Warrant Offer, as if it/they were delivered to the Registrar together with this BLUE Form of Warrant Offer Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley 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 to under the terms of the Warrant Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Warrant Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Independent Warrantheolders) at the registered address shown in the register of members of the Company within seven Business Days of the receipt of all the relevant documents by the Registrar to render the acceptance under the Warrant Offer complete and valid;
(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered Independent Warrantheolder or the first-named of joint registered Independent Warrantheolders.)
Name: (in BLOCK LETTERS).
Address: (in BLOCK LETTERS).
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by 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 Warrants to be sold by me/us under the Warrant Offer and to cause the same to be stamped and to cause an endorsement to be made on this BLUE Form of Warrant Offer Acceptance in accordance with the provisions of that Ordinance;
 - (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Warrants tendered for acceptance under the Warrant Offer to the Offeror or such person or persons as it may direct free from all encumbrances and together with all rights attaching to them at any time on or after the Closing Date; and
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Somerley and/or the Company and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein.
2. I/We understand that acceptance of the Warrant Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, Somerley and the Company that (i) the Warrants held by me/us to be acquired under the Warrant Offer are sold free from all encumbrances whatsoever and together with all rights accruing or attaching to them at any time on or after the Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Somerley, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Warrant Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the Warrant Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Warrant 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 warrant certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this BLUE Form of Warrant Offer Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Independent Warrantheolders) 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 Warrant Offer and in the meantime the relevant warrant certificate(s) is/are collected by any of the Offeror or Somerley or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned such warrant certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant warrant certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Warrants which are to be held by you on the terms and conditions of the Warrant Offer. I/We understand that no acknowledgement of receipt of any BLUE Form of Warrant Offer Acceptance, warrant certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We warrant and represent to the Offeror, Somerley and the Company that I am/we are the registered Independent Warrantheolder(s) of the number of Warrants specified in this BLUE Form of Warrant Offer Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Warrants to the Offeror by way of acceptance of the Warrant Offer.
6. I/We warrant to the Offeror, Somerley and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Warrant Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror, Somerley and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in connection with my/our acceptance of the Warrant Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this BLUE Form of Warrant Offer Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Warrants sold to the Offeror by way of acceptance of the Warrant Offer will be registered under the name of the Offeror or its nominee.

本藍色認股權證要約接納表格乃重要文件，閣下須即時處理。

閣下如對本藍色認股權證要約接納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。

閣下如已將名下之認股權證全部售出或轉讓，應立即將本藍色認股權證要約接納表格連同隨附之綜合文件一併送交買主或承讓人，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，以便轉交買主或承讓人。

新百利現代表要約人提出認股權證要約。向註冊地址位於香港境外的獨立認股權證持有人提出認股權證要約或會受到有關司法管轄區之法例影響。倘閣下為海外認股權證持有人，閣下應自行了解及遵守所有適用法律或監管規定。閣下如欲接納認股權證要約，須自行信納全面遵守有關司法管轄區之相關法律及法規，包括但不限於獲得一切所需之政府、外匯管制或其他同意及登記或存檔，並遵守一切所需手續及監管，及／或法律規定。閣下亦須負責支付就接納認股權證要約之任何有關轉讓費或其他稅項及徵費。要約人、新百利、本公司、任何彼等各自之董事及專業顧問及任何涉及認股權證要約之人士以及任何彼等各自之代理人均有權獲全面彌償保證及毋須就閣下可能須付之任何稅項及徵費承擔任何責任。閣下接納認股權證要約，即構成閣下向要約人、新百利及本公司保證閣下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認股權證要約及其任何修訂，而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意及辦妥所需之登記或存檔，並已支付閣下於相關司法管轄區接納而應付之所有轉讓費或其他稅項及徵費或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。閣下決定是否接納或不接納認股權證要約應諮詢專業意見。

本藍色認股權證要約接納表格應連同隨附之綜合文件一併閱覽。

本藍色認股權證要約接納表格之填寫方法

認股權證要約為無條件。獨立認股權證持有人於填寫本藍色認股權證要約接納表格前，務請先閱讀綜合文件。為接納新百利代表要約人收購閣下之認股權證所提出的認股權證要約，請填妥及簽署背頁之本藍色認股權證要約接納表格，並將整份表格，連同就閣下持有的所有或部分認股權證、或（倘適用）不少於閣下有意接納認股權證要約的數目的認股權證有關股票證書及／或過戶收據及／或任何其他權證文件（及／或任何就此所需之一份或多份令人信納的彌償保證書），一併以郵寄或專人送交方式，送達認股權證過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，惟無論如何不得遲於香港時間2015年5月7日（星期四）下午四時正，或要約人根據收購守則可能釐定及公佈之較後時間及／或日期。綜合文件附錄一之條文已載入並構成本藍色認股權證要約接納表格之一部份。

注意事項：如閣下以代名人或其他身份代表另一位人士持有認股權證，敬請閱覽綜合文件附錄一「1. 接納手續 - 1.2認股權證要約」一段，尤其關於閣下應加以考慮的該等事項。

認股權證要約之藍色認股權證要約接納表格

致：要約人及新百利

- 本人／吾等一經簽立本藍色認股權證要約接納表格，本人／吾等之承繼人及受讓人將受此約束，並表示：
 - 本人／吾等不可撤回地就本藍色認股權證要約接納表格上所註明之認股權證數目，按照及根據綜合文件及本藍色認股權證要約接納表格所述之代價及受其條款及條件所規限，接納綜合文件所載由新百利代表要約人提出之認股權證要約，或如本藍色認股權證要約接納表格未有列明有關數目或填上之數額超過本人／吾等以登記持有人名義持有之數額，則接納收購本人／吾等名下登記持有之全部認股權證；
 - 本人／吾等不可撤回地指示及授權各要約人、新百利及／或彼等各自之代理，各自代表本人／吾等交付隨附經本人／吾等正式簽署之過戶收據及／或其他權證文件（如有）（及／或就此所需任何令人信納之一份或多份彌償保證書），憑此向本公司或認股權證過戶登記處領取本人／吾等就認股權證應獲發之股票證書，並將有關股票證書送交認股權證過戶登記處，以及授權及指示認股權證過戶登記處按照及根據認股權證要約之條款及條件持有該等股票證書，猶如該等股票證書已連同本藍色認股權證要約接納表格一併交回認股權證過戶登記處論；
 - 本人／吾等不可撤回地指示及授權要約人及／或新百利或彼等各自之代理，各自就本人／吾等根據認股權證要約之條款應得之現金代價（扣除本人／吾等有關係本人／吾等接納認股權證要約應付之賣方從價印花稅），以「不得轉讓 - 只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後於認股權證過戶登記處接獲一切有關文件致使認股權證要約項下之接納為完整及有效之日起計七個營業日內，按以下地址以平郵方式寄予以下人士；如無填上姓名及地址，則按本公司之認股權證持人名冊所示登記地址，寄予本人或吾等當名冊首位者（如屬聯名登記獨立認股權證持有人），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獨立認股權證持有人或名列首位之聯名登記獨立認股權證持有人，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）.....
 - 本人／吾等不可撤回地指示及授權要約人及／或新百利及／或彼等其中任何一方可能就此指定之該名人士或該等人士，代表本人／吾等以根據認股權證要約出售認股權證之賣方身份，訂立及簽署香港法例第117章印花稅條例所規定須訂立及簽署之成交單據，並根據該條例規定為其加蓋印花及在本藍色認股權證要約接納表格背書證明；
 - 本人／吾等承諾於必需或適當時簽立有關進一步文件並採取有關行動事宜，以進一步確保本人／吾等根據認股權證要約之接納轉讓予要約人或其可能指定之該名或該等人士之認股權證，乃不附帶任何產權負擔，但連同所附帶之一切權利，包括全數收取參照作出認股權證要約當日（即寄發綜合文件當日）或之後之記錄日期所宣派、作出或派付之一切股息及其他分派（如有）之權利；及
 - 本人／吾等同意追認要約人及／或新百利及／或本公司及／或彼等各自之代理或彼等任何一方可能指定之該名或該等人士，於行使本表格所載任何權利時所作出或進行之任何行動或事宜。
- 本人／吾等明白本人／吾等提交認股權證要約接納書，將被視為表示本人／吾等向要約人、新百利及本公司保證，(i)本人／吾等所持將根據認股權證要約被收購之認股權證，於出售時乃不附帶任何產權負擔，但連同所附帶之一切權利，包括全數收取參照作出認股權證要約當日（即寄發綜合文件當日）或之後之記錄日期所宣派、作出或派付之一切股息及其他分派（如有）之權利；及(ii)本人／吾等並無採取或不採取任何行動而將引致或可能引致要約人、新百利、本公司或任何其他人士違反任何司法管轄區與認股權證要約有關之法律或監管規定，且本人／吾等根據所有適用法律及法規獲准收取及接納認股權證要約（及其任何修訂），而根據所有適用法律及法規，該接納為有效及具有約束力。
- 倘若根據認股權證要約之條款，本人／吾等之接納書無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求閣下將本人／吾等之股票證書及／或過戶收據及／或任何其他權證文件（及／或就此所需之令人信納之一份或多份彌償保證書），連同已正式註銷之本藍色認股權證要約接納表格一併寄回上述第1(c)段列名之人士及地址；如無填上姓名及地址，則按本公司認股權證持人名冊所示登記地址，以平郵方式寄回本人或吾等當名冊首位者（如屬聯名登記本公司認股權證持有人），郵誤風險概由本人／吾等自行承擔。
附註：若閣下於接納認股權證要約時提交過戶收據，同時要約人或新百利或彼等之任何代理已從代表閣下的本公司或認股權證過戶登記處收取有關股票證書，則閣下將獲發還有關股票證書，而並非上述過戶收據。
- 本人／吾等茲附上本人／吾等所持全部／部分認股權證之有關股票證書及／或過戶收據及／或任何其他權證文件（及／或就此所需任何令人信納之一份或多份彌償保證書），由閣下按照認股權證要約之條款及條件予以保存。本人／吾等明白將不會就任何藍色認股權證要約接納表格、股票證書及／或過戶收據及／或任何其他權證文件（及／或就此所需之任何令人信納之一份或多份彌償保證書）獲發收訖通知書。本人／吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人／吾等自行承擔。
- 本人／吾等向要約人、新百利及本公司保證及表明，本人／吾等為本藍色認股權證要約接納表格指定認股權證數目之登記獨立認股權證持有人，而本人／吾等擁有全部權利、權力及權限，透過接納認股權證要約之方式向要約人出售及轉讓本人／吾等所持認股權證之所有權及擁有權。
- 本人／吾等向要約人、新百利及本公司保證，本人／吾等已遵守本人／吾等於本公司認股權證持人名冊所列地址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納認股權證要約及其任何修訂；而本人／吾等已取得任何所需政府、外匯管制或其他方面之同意，作出所有必要手續或遵守監管及／或法律規定所規定之一切登記或存檔；且本人／吾等已支付本人／吾等就該接納應付之所有發行費、轉讓費或其他稅項及徵費或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。
- 本人／吾等向要約人、新百利及本公司保證，本人／吾等須就支付關於本人／吾等接納認股權證要約應付之任何轉讓費或其他稅項或徵費承擔全部責任。
- 本人／吾等確認，除非綜合文件及本藍色認股權證要約接納表格有明文規定，藉本表格所規定的一切接納、指示、權力及承擔均不可撤回。
- 本人／吾等確認以接納認股權證要約之方式售予要約人之本人／吾等之認股權證將以要約人或其代名人名義登記。

PERSONAL DATA

Personal Information Collection Statement

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

1. Reasons for the collection of your personal data

To accept the Warrant Offer for your Warrant(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 to under the Warrant Offer. It is important that you should inform the Offeror and/or Somerley and/or the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

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

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this **BLUE** Form of Warrant Offer Acceptance and the Composite Document;
- registering transfer of the Warrant(s) out of your name(s);
- maintaining or updating the relevant register of Warrantholder(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Warrant Offer;
- distributing communications from the Offeror and/or Somerley and/or the Company or their respective agents, officers, advisers and the Registrar;
- compiling statistical code information and Warrantholders 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, Somerley, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Somerley and/or the Company to discharge their obligations to the Warrantholders and/or regulators and any other purposes to which the Warrantholders may from time by time agree to or be informed of.

3. Transfer of personal data

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

- the Offeror, Somerley, the Company and/or their agents, officers, advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Somerley and/or the Company and/or the Registrar, in connection with the operation of their 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 bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Somerley and/or the Company and/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 and/or Somerley and/or the Company and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Somerley and/or the Company and/or 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 Offeror and/or Somerley and/or the Company and/or the Registrar (as the case may be).

BY SIGNING THIS BLUE FORM OF ACCEPTANCE AND TRANSFER OF WARRANT(S), YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、新百利、本公司及認股權證過戶登記處有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下接納認股權證要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤。其亦可能妨礙或延誤寄發閣下根據要約應得之代價。如所提供的資料有任何不準確，閣下須即時知會要約人及／或新百利及／或本公司及／或認股權證過戶登記處。

2. 用途

閣下於本藍色認股權證要約接納表格提供的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：

- 處理閣下的接納及核實遵循本藍色認股權證要約接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的認股權證轉讓；
- 保存或更新有關認股權證持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據認股權證要約有權取得的配額；
- 自要約人及／或新百利及／或本公司或彼等各自的代理人、職員、顧問及認股權證過戶登記處接收所發佈的通訊；
- 編製統計代碼資料及認股權證持有人簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有權益；
- 有關要約人、新百利、本公司及／或認股權證過戶登記處業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及／或以便要約人及／或新百利及／或本公司履行彼等對認股權證持有人及／或監管機構的責任及認股權證持有人不時同意或知悉的其他用途。

3. 轉交個人資料

本藍色認股權證要約接納表格提供的個人資料將作為機密資料妥為保存，惟要約人及／或新百利及／或本公司及／或認股權證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的有關查詢，以確認個人資料的準確性，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(無論是否在香港境內外)該等個人資料：

- 要約人、新百利、本公司及／或彼等之代理、職員、顧問及認股權證過戶登記處；
- 向要約人及／或新百利及／或本公司及／或認股權證過戶登記處就其業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、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的任何其他人士或機構，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人及／或新百利及／或本公司及／或認股權證過戶登記處認為必需或適當情況下的任何其他人士或機構。

4. 存取及更正個人資料

根據該條例的規定，閣下有權確認要約人及／或新百利及／或本公司及／或認股權證過戶登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例的規定，要約人及／或新百利及／或本公司及／或認股權證過戶登記處可就獲取任何資料的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之資料，以及所持資料類別的所有要求，須提交要約人及／或新百利及／或本公司及／或認股權證過戶登記處(視情況而定)。

閣下一經簽署本藍色認股權證接納及轉讓表格，即表示同意上述所有條款。