

Unless the context otherwise requires, terms used in this WHITE Form of Share Offer Acceptance shall bear the same meanings as those defined in the accompanying composite document dated 27 February 2016 (the "Composite Document") jointly issued by New World Development Company Limited ("NWD"), Easywin Enterprises Corporation Limited (the "Offeror") and New World China Land Limited ("NWCL").

除文義另有所指外，本白色股份要約接納表格所用詞彙與隨附由新世界發展有限公司(「新世界發展」)、義榮企業有限公司(「要約人」)及新世界中國地產有限公司(「新世界中國地產」)於2016年2月27日聯合刊發之綜合文件(「綜合文件」)所界定者具有相同涵義。

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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白色股份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白色股份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。

WHITE FORM OF SHARE OFFER ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

閣下如欲接納股份要約，請使用本白色股份要約接納及過戶表格。



New World China Land Limited

新世界中國地產有限公司

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 0917)

(股份代號：0917)

WHITE FORM OF SHARE OFFER ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF NEW WORLD CHINA LAND LIMITED

新世界中國地產有限公司已發行股本中每股面值0.10港元之普通股之白色股份要約接納及過戶表格

To be completed in full 每項均須填寫

Branch share registrar in Hong Kong: Tricor Standard Limited
Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong
香港過戶登記分處：卓佳標準有限公司
香港皇后大道東183號合和中心22樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the ordinary shares of HK\$0.10 each in the issued share capital of NWCL (the "NWCL Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明轉讓人所持有之新世界中國地產已發行股本中每股面值0.10港元之普通股(「新世界中國地產股份」)，惟須遵守本表格及綜合文件內之條款及條件。		
Number of NWCL Share(s) to be transferred (附註) 將予轉讓之新世界中國地產股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票證書號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或用正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
	Registered address 登記地址	
		Telephone number 電話號碼
CONSIDERATION 代價	HK\$7.80 in cash for each NWCL Share 每股新世界中國地產股份現金7.80港元	
TRANSFEEE 承讓人	Name 名稱： Easywin Enterprises Corporation Limited 義榮企業有限公司	
	Correspondence Address 通訊地址： 30th Floor, New World Tower, 18 Queen's Road Central, Hong Kong 香港皇后大道中18號新世界大廈30樓	
	Occupation 職業： Corporation 法人團體	

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 the Transferor(s)/Company chop

(if applicable)

轉讓人簽署/公司印章(如適用)

Date of submission of this WHITE Form of Share Offer Acceptance

提交本白色股份要約接納表格日期

ALL JOINT
NWCL
SHAREHOLDERS
MUST SIGN
HERE
所有聯名
新世界中國地產股東
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：_____	For and on behalf of 代表 Easywin Enterprises Corporation Limited
Name of Witness 見證人姓名：_____	義榮企業有限公司
Address of Witness 見證人地址：_____	Authorised Signatory(ies) 授權簽署人
Occupation of Witness 見證人職業：_____	
	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署
SIGNED by the Transferee to this transfer, this _____ day of _____, 2016 由承讓人於2016年_____月_____日簽署	

* For identification purpose only 僅供識別

Note: Insert the total number of NWCL Shares for which the Share Offer is accepted.
附註：請填上接納股份要約所涉及之新世界中國地產股份總數。

THIS WHITE FORM OF SHARE OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this WHITE Form of Share 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 transferred all your NWCL Share(s), you should at once hand this WHITE Form of Share Offer Acceptance and the Composite Document to the purchaser(s) or transferee(s), 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 Hongkong and Shanghai Banking Corporation Limited ("HSBC") is making the Share Offer on behalf of the Offeror. The making of the Share Offer to the NWCL Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant jurisdictions. If you are an overseas NWCL Shareholder, you should inform yourself about and observe all applicable legal, tax and regulatory requirements. If you wish to accept the Share 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 obtaining all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements and the payment of any issue, transfer or other taxes payable by you in respect of the acceptance of the Share Offer in such jurisdiction. Acceptance of the Share Offer by you will constitute a representation and warranty by you to NWD, the Offeror, NWCL and their respective advisers, including HSBC, the financial adviser to NWD and the Offeror in respect of the Offers, that you have observed and are permitted under all applicable laws and regulations to which you are subject to receive and accept the Share Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes, duties or other required payments due from you in connection with such acceptance in any jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited is subject to any of the representations and warranties.

This WHITE Form of Share Offer 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 WHITE Form of Share Offer Acceptance.

HOW TO COMPLETE THIS WHITE FORM OF SHARE OFFER ACCEPTANCE

The Share Offer is conditional. To accept the Share Offer made by HSBC on behalf of the Offeror to acquire your NWCL Shares, you must deliver this duly completed and signed WHITE Form of Share Offer Acceptance together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the number of NWCL Shares for which you intend to accept the Share Offer, by post or by hand, to the Registrar, **Tricor Standard Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong marked "New World China Land Limited — Share Offer" on the envelope so as to reach the Registrar as soon as possible but in any event by no later than 4:00 p.m. on 21 March, 2016 (Monday), being the first Closing Date, or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.**

Warning: If you are holding the NWCL Shares on behalf of another person as nominee or otherwise, you should refer to the sections headed "1. Procedures for Acceptance — 1.1 The Share Offer" and "4. Nominee Registration" in Appendix I to the Composite Document in particular as to the matters which you should consider.

WHITE FORM OF SHARE OFFER ACCEPTANCE IN RESPECT OF THE SHARE OFFER

To: The Offeror and HSBC

1. My/Our execution of this WHITE Form of Share Offer Acceptance shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Share Offer made by HSBC on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of NWCL Shares specified in this WHITE Form of Share Offer Acceptance;
 - (b) my/our irrevocable instruction and authority to each of the Offeror, HSBC and/or their respective agent(s) to collect from NWCL or the Registrar on my/our behalf the share certificate(s) in respect of the NWCL Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or any other document(s) of title (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 share certificate(s), subject to the terms and conditions of the Share Offer, as if it/they was/were delivered to the Registrar together with this WHITE Form of Share Offer Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror, HSBC and/or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration to which I/we shall become entitled under the terms of the Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share 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/the first-named of us (in the case of joint registered NWCL Shareholders) at the registered address shown in the register of members of NWCL within seven (7) Business Days following the later of (i) the date on which the Offers become or are declared unconditional in all respects; and (ii) the date of receipt of this completed WHITE Form of Share Offer Acceptance and all of the relevant documents by the Registrar to render such acceptance under the Share Offer valid;
(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered NWCL Shareholder or the first-named of joint registered NWCL Shareholders.)
Name: (in BLOCK LETTERS)
Address: (in BLOCK LETTERS)
 - (d) my/our irrevocable instruction and authority to each of the Offeror 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 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 NWCL Shares to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made in this WHITE Form of Share 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 NWCL Shares tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and any other third party rights of any nature and together with all rights attached to them as at the Closing Date or subsequently becoming attached to them including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the Closing Date; and
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by NWD, the Offeror, NWCL, HSBC and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to NWD, the Offeror, NWCL and HSBC that the Offer Shares sold by me/us to the Offeror are free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and any other third party rights of any nature and together with all rights attached to them as at the Closing Date or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the Closing Date.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Share 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 required in respect thereof), together with this form 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 NWCL Shareholders) at the registered address shown in the register of members of NWCL.
Note: If you submit the transfer receipt(s) upon acceptance of the Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or HSBC or any of their agent(s) from NWCL or the Registrar on your behalf, you will be returned such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of NWCL Shares which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any WHITE Form of Share Offer Acceptance, share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to NWD, the Offeror, NWCL and HSBC that I am/we are the registered NWCL Shareholder(s) of the number of NWCL Shares specified in this WHITE Form of Share Offer Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our NWCL Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We represent and warrant to NWD, the Offeror, NWCL and their respective advisers, including HSBC, the financial adviser to NWD and the Offeror in respect of the Offers, that I/we have observed and am/are permitted under all applicable laws and regulations to which I/we am/are subject to receive and accept the Share Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes or other required payments due from me/us in connection with such acceptance in any jurisdiction; and that I/we have not taken or omitted to take any action which will or may result in NWD, the Offeror, NWCL or HSBC or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer or my/our acceptance thereof and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We represent and warrant to NWD, the Offeror, NWCL and HSBC that I/we shall be fully responsible for the payment of any issue, transfer or other taxes, duties and other required payments payable by me/us in respect of the jurisdiction where my/our address is located as set out in the register of members of NWCL in connection with my/our acceptance of the Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this WHITE Form of Share Offer Acceptance and as permitted under the Takeovers Code, all the acceptances, instructions, authorisations and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our NWCL Shares sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee.

本白色股份要約接納表格乃重要文件，閣下須即時處理。

閣下如對本白色股份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。

閣下如已將名下之新世界中國地產股份全部售出或轉讓，應立即將本白色股份要約接納表格連同綜合文件一併送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商、註冊證券機構或其他代理，以便轉交買主或承讓人。

香港上海滙豐銀行有限公司(「滙豐」)正代表要約人提出股份要約。向身為香港境外司法權區的公民、居民或國民的新世界中國地產股東提出股份要約或會受到有關司法權區之法例所規限。倘閣下為海外新世界中國地產股東，閣下應自行了解及遵守所有適用法律、稅務或監管規定。閣下如欲接納股份要約，須自行信納全面遵守有關司法權區之相關法律及法規，包括獲得一切所需之政府、外匯管制或其他方面之同意，並遵守一切所需手續及監管或法律規定，且將須就相關司法權區接納股份要約應付之任何發行費、轉讓費或其他稅項負責。閣下接納股份要約，即構成閣下向新世界發展、要約人、新世界中國地產及彼等各自的顧問，包括滙豐(新世界發展及要約人關於要約之財務顧問)聲明及保證。閣下已遵守閣下所受管轄之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股份要約及其任何修訂，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、外匯管制或其他方面之同意及辦妥所需之登記及存檔，並已支付閣下於任何司法權區接納而應付之所有發行費、轉讓費或其他稅項、徵費或其他所需款項，而有關於接納將根據一切適用法律及法規屬有效及具約束力。為免產生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司均不受任何聲明及保證限制。

本白色股份要約接納表格應連同綜合文件一併閱覽。綜合文件附錄一之條文已載入並構成本白色股份要約接納表格之一部份。

本白色股份要約接納表格之填寫方法

股份要約附帶條件。為接納滙豐代表要約人收購閣下之新世界中國地產股份所提出的股份要約，閣下必須將已填妥及簽署的白色股份要約接納表格連同閣下擬根據股份要約接受之新世界中國地產股份數目之有關股票證書及/或過戶收據及/或任何其他權證文件(及/或任何就此所需令人信納之一份或多份彌償保證書)，一併以郵寄或專人送交方式盡快送抵過戶登記處卓佳標準有限公司，地址為香港皇后大道東183號合和中心22樓，信封面註明「新世界中國地產有限公司一股份要約」以送達過戶登記處，惟無論如何不得遲於2016年3月21日(星期一)(即第一個截止日期)下午四時正，或要約人根據收購守則所釐定及公佈之較後時間及/或日期。

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新世界中國地產股份，敬請閱覽綜合文件附錄一「1. 接納程序—1.1 股份要約」及「4. 代名人登記」等節，尤其關於閣下應加以考慮的該等事項。

白色股份要約接納表格

致：要約人及滙豐

1. 本人/吾等一經簽立本白色股份要約接納表格，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白色股份要約接納表格上所註明數目之新世界中國地產股份，按照及根據綜合文件及本白色股份要約接納表格所述之代價、條款及條件接納綜合文件所載由滙豐代表要約人提出之股份要約。
- 本人/吾等不可撤回地指示及授權要約人、滙豐及/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)，憑此向新世界中國地產或過戶登記處領取本人/吾等就新世界中國地產股份應獲發之股票證書，並將有關股票證書送交過戶登記處，以及授權及指示過戶登記處按照及根據股份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白色股份要約接納表格一併交回過戶登記處；
- 本人/吾等不可撤回地指示及授權要約人、滙豐及/或彼等各自之代理，各自就本人/吾等根據股份要約之條款應得之現金代價(扣除本人/吾等有關於本人/吾等接納股份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，於以下較遲者後起計七(7)個營業日內：(i)要約於各方面成為或被宣佈成為無條件之日；及(ii)過戶登記處接獲本人已填妥之白色股份要約接納表格及一切有關文件致使股份要約項下之有關接納為有效之日，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，則按新世界中國地產之股東名冊所示登記地址，寄予本人/吾等當中之名列首位者(如屬聯名登記新世界中國地產股東)，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新世界中國地產股東或名列首位之聯名登記新世界中國地產股東，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫).....

地址：(請用正楷填寫).....

- 本人/吾等不可撤回地指示及授權要約人及/或彼等其中一方可能就此指定之人士，代表本人/吾等以根據股份要約出售新世界中國地產股份之賣方身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之買賣單據，並根據該條例規定在本白色股份要約接納表格加蓋印花及背書證明；
- 本人/吾等承諾於必需或適當時簽立其他文件並作出其他行動或事宜，以進一步確保本人/吾等根據股份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新世界中國地產股份，乃免除一切優先購買權、購股權、留置權、追索權、衡平權、抵押、產權負擔及屬任何性質的任何其他第三方權利，並連同其於截止日期附帶之一切權利或其後其附帶之一切權利，包括全數收取於截止日期或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利；及
- 本人/吾等同意追認新世界發展、要約人、新世界中國地產、滙豐及/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授權時所作出或進行之任何行動或事宜。

2. 本人/吾等明白本人/吾等提交股份要約接納書，將被視為表示本人/吾等向新世界發展、要約人、新世界中國地產及滙豐聲明及保證，本人/吾等向要約人出售之要約股份乃免除一切優先購買權、購股權、留置權、追索權、衡平權、抵押、產權負擔及屬任何性質的任何其他第三方權利，並連同其於截止日期附帶之一切權利或其後其附帶之一切權利，包括全數收取於截止日期或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利。

3. 倘若根據股份要約之條款，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，則按新世界中國地產股東名冊所示登記地址，以平郵方式寄回本人或吾等當中之名列首位者(如屬聯名登記新世界中國地產股東)，郵誤風險概由本人/吾等自行承擔。

附註：如閣下於接納股份要約時提交過戶收據，而與此同時任何要約人及/或滙豐或彼等任何代理已代表閣下向新世界中國地產或過戶登記處領取有關股票證書，則閣下將獲發還有關股票證書，而並非上述過戶收據。

4. 本人/吾等茲附上本人/吾等所持全部/部分新世界中國地產股份之有關股票證書及/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)，由閣下按照股份要約之條款及條件予以保存。本人/吾等明白將不會就任何白色股份要約接納表格、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。

5. 本人/吾等向新世界發展、要約人、新世界中國地產及滙豐聲明及保證，本人/吾等為本白色股份要約接納表格指定新世界中國地產股份數目之登記新世界中國地產股東，而本人/吾等擁有全部權利、權力及權限，透過接納股份要約之方式向要約人出售及轉讓本人/吾等所持新世界中國地產股份之所有權及擁有權。

6. 本人/吾等向新世界發展、要約人、新世界中國地產及彼等各自的顧問，包括滙豐(新世界發展及要約人關於要約之財務顧問)聲明及保證，本人/吾等已遵守本人/吾等所受管轄之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股份要約及其任何修訂；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，及作出所有必要手續或遵守監管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/吾等就該接納於任何司法權區應付之所有發行費、轉讓費或其他稅項或其他所需款項；而本人/吾等並無採取或遺漏採取任何行動而將會或可能致使新世界發展、要約人、新世界中國地產或滙豐或任何其他人士違反任何司法權區有關股份要約或本人/吾等接納股份要約之法律或監管規定，及有關接納將根據一切適用法律及法規屬有效及具約束力。

7. 本人/吾等向新世界發展、要約人、新世界中國地產及滙豐聲明及保證，本人/吾等須就支付本人/吾等於新世界中國地產股東名冊所示地址所在司法權區關於本人/吾等接納股份要約應付之任何發行費、轉讓費或其他稅項、徵費及其他所需款項承擔全部責任。

8. 本人/吾等確認，除非綜合文件及本白色股份要約接納表格有明文規定及收購守則允許，藉此作出的一切接納、指示、授權及承諾均不可撤回。

9. 本人/吾等確認以接納股份要約之方式售予要約人之本人/吾等之新世界中國地產股份將以要約人或其代理人名義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of NWD, the Offeror, NWCL, HSBC 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 Share Offer for your NWCL 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 Share Offer.

2. Purposes

The personal data which you provide in this **WHITE** Form of Share Offer 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 **WHITE** Form of Share Offer Acceptance and the Composite Document;
- registering transfers of the NWCL Share(s) out of your name(s);
- maintaining or updating the relevant register of NWCL Shareholders;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from NWD, the Offeror and/or NWCL and/or their respective agents, officers and advisers, and the Registrar;
- compiling statistical information and profile(s) of NWCL Shareholders;
- establishing benefit entitlements of the NWCL Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of NWD, the Offeror, NWCL or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable NWD, the Offeror, NWCL and/or HSBC to discharge its obligations to the NWCL Shareholders and/or under applicable regulations, and any other purposes which the NWCL Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this **WHITE** Form of Share Offer Acceptance will be kept confidential but NWD, the Offeror, NWCL, HSBC 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:

- NWD, the Offeror, NWCL, HSBC and/or any of their respective agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to NWD, the Offeror, NWCL, HSBC 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 your bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom NWD, the Offeror and/or NWCL and/or HSBC and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

NWD, the Offeror, NWCL, HSBC and/or the Registrar will keep the personal data provided in this **WHITE** Form of Share Offer 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 Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether NWD, the Offeror, NWCL, HSBC 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, NWD, the Offeror, NWCL, HSBC 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 NWD, the Offeror, NWCL, HSBC or the Registrar (as the case may be).

BY SIGNING THIS WHITE FORM OF SHARE OFFER ACCEPTANCE, 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新世界發展、要約人、新世界中國地產、滙豐及過戶登記處就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」)之政策及慣例。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之新世界中國地產股份而接納股份要約，則閣下須提供所需之個人資料。若未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據股份要約應得之代價。

2. 用途

閣下於本白色股份要約接納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遵循本白色股份要約接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名下新世界中國地產股份之轉讓；
- 保存或更新有關新世界中國地產股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈新世界發展、要約人及/或新世界中國地產及/或彼等各自之代理、高級職員、顧問及過戶登記處之通訊；
- 編製統計資料及新世界中國地產股東之資料；
- 確立新世界中國地產股東之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關新世界發展、要約人、新世界中國地產或過戶登記處業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及/或令新世界發展、要約人、新世界中國地產、滙豐得以履行其對新世界中國地產股東及/或適用法規項下之責任，以及新世界中國地產股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本白色股份要約接納表格提供之個人資料將會保密，惟新世界發展、要約人、新世界中國地產、滙豐及/或過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，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、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 新世界發展、要約人、新世界中國地產、滙豐及/或彼等各自之代理、高級職員及顧問、過戶登記處及海外總登記處(如有)；
- 為新世界發展、要約人、新世界中國地產、滙豐及/或過戶登記處提供與其業務營運有關的行政、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；
- 與閣下進行交易或建議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或註冊證券機構；及
- 新世界發展、要約人及/或新世界中國地產及/或滙豐及/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. 保留個人資料

新世界發展、要約人、新世界中國地產、滙豐及/或過戶登記處將按收集個人資料所需之用途保留本白色股份要約接納表格所收集的個人資料。無需保留的個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定，閣下可確認新世界發展、要約人、新世界中國地產、滙豐及/或過戶登記處是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，新世界發展、要約人、新世界中國地產、滙豐及/或過戶登記處可就處理任何資料之請求收取合理之手續費。獲取資料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，須提交予新世界發展、要約人、新世界中國地產、滙豐或過戶登記處(視乎情況而定)。

閣下一經簽署本白色股份要約接納表格即表示同意上述所有條款。