Unless the context otherwise requires, terms used in this Hong Kong Form of Acceptance shall bear the same respective meanings as those defined in the accompanying composite offer and response document dated 29 May 2020 (the "**Composite Document**") jointly issued by Elec & Eltek International Holdings Limited (the "**Offeror**") and Elec & Eltek International Company Limited ("**E&E**"). 除文義另有所指外,本香港接納表格所用詞彙與隨附由依利安達國際集團有限公司(「**要約人**」)及依利安達集團有限公司(「**依利安達**」)於二零二零年五月二十九日聯合刊發之綜 合要約及回應文件(「**綜合文件**」)所見定者具有相同涵義。

合要約及回應文件(1 **綜合文件**」) 所界定者具有相同涵義。 Hong Kong Exchanges and Clearing Limited, SEHK, Hong Kong Securities Clearing Company Limited, and the SGX-ST take no responsibility for the contents of this Hong Kong 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 Hong Kong Form of Acceptance. 香港交易及結算所有限公司、港交所、香港中央結算有限公司及新交所對本香港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 香港技納表格全部或任何部分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。 HONG KONG FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU, AS A HONG KONG SHAREHOLDER, WANT TO ACCEPT THE OFFER. 閣下如欲以香港股東身份接納要約,請使用本香港接納及過戶表格。



# **ELEC & ELTEK INTERNATIONAL COMPANY LIMITED**

依利安達集團有限公司\*

(Incorporated in the Republic of Singapore with limited liability) (於新加坡共和國註冊成立的有限公司)

Singapore Company Registration Number: 199300005H

新加坡公司註冊編號:199300005H

(Hong Kong Stock Code: 01151) (香港股份代號: 01151) (Singapore Stock Code: E16,SI)

(新加坡股份代號:E16.SI)

HONG KONG FORM OF ACCEPTANCE AND TRANSFER OF ISSUED ORDINARY SHARES OF ELEC & ELTEK INTERNATIONAL COMPANY LIMITED 依利安達集團有限公司已發行普通股之香港接納及過戶表格

To be completed in full 每項均須填寫

Hong Kong Registrar: Tricor Investor Services Limited (the "Hong Kong Registrar") Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong 香港過戶登記處 卓住證券登記有限公司(「**香港過戶登記處**」) 香港皇后大道東183號合和中心54樓

You must insert the total number of Share(s) for which the Offer is	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the issued ordinary shares of E&E (the "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,接納要約並向下述「承讓人」」轉讓以下註明轉讓人所持有之依利安達已發行普通股(「股份」), 惟須遵守本表格及綜合文件內之條款及條件。				
accepted. 閣下必須填上接納	Number of Share(s) to be transferred (Note 1) 將予轉讓之股份數目 (開註1)	FIGURES 數目		WORDS 大寫	
要約所涉及之股份 總數。	Share certificate number(s) 股票編號				
	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 n 姓氏/公司名稱 Registered address	name(s)	Forename(s) 名字	
		登記地址		Telephone number 電話號碼	
	CONSIDERATION 代價	HK\$17.76 in cash for each Share (Note 2) 每股股份現金17.76港元 (周註2)			
	TRANSFEREE 承讓人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	Elec & Eltek International He 依利安達國際集團有限公司 23/F, Delta House, 3 On Yiu 香港新界沙田石門安耀街3號 Corporation 法人團體	oldings Limited Street, Shek Mun, Shatin, N.T 虎匯達大廈23樓	ſ., Hong Kong
Signed by or on behalf of the Transferor(s) in the presence of: 轉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:			Signature(s) of Transferor(s)/ 轉讓人簽署/公	1 2 17 11	ALL JOINT HOLDERS OF OFFER SHARES MUST SIGN HERE 所有聯名契約 股份持有人 均須於本欄簽署
 Occupation of witness 見證人職業:			Date of signature of this Hong Kong Form of Acceptance 簽署本香港接納表格日期		
Do not comp           Signed by or for and on behalf of the Transferee in the presence of:         承護人或其代表在下列見證人見證下簽署:           Signature of witness 見證人簽署:			<ul> <li>請勿填寫本欄 or and on behalf of 为及代表</li> <li>Lec &amp; Eltek International Hold (利安達國際集團有限公司 uthorised Signatory(ies) 優權簽署人</li> <li>ignature of Transferee or its duly 系讓人或其正式獲授權代表簽署</li> </ul>	authorised agent(s)	
SIGNED by the Transferee to this transfer, this day of         由承讓人於二零二零年 月			020		

Notes 附註

Insert the total number of Share(s) for which the Offer is accented. If no number is inserted or a number inserted is greater than those represented by the certificates for Share(s) tendered for accentance of the Offer, this Hong Kong Form of 1 Acceptance will be returned to you for correction and resubmission. Any corrected Hong Kong Form of Acceptance must be resubmitted and received by the Hong Kong Registrar on or before the latest time and date for acceptance of the Offer 請填上接執要約所涉及之股份總數。倘並無填上數目或所填數目式於就接執要約所交回之股份(以股票代表),則本香港接執表格將退回予 閣下進行修正及重新避交。任何經修正乙香港接執表格必須於接執要約之最後日期及時間 或之前重新提交並送達香港過戶登記處

2. The consideration represents the Offer Price of HK\$18.07 (equivalent to US\$2.33 applying the 3 April Exchange Rate) after deduction of the Final Dividend of US\$0.04 (applying the 8 May Exchange Rate). Please refer to the Composite Document for details. 代價相當於要約價18.07港元 (採用四月三日匯率換算相當於2.33美元) 扣除末期股息0.04美元 (採用五月八日匯率換算)。詳情請參閱綜合文件。

#### THIS HONG KONG FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Hong Kong Form of Acceptance or as to the action to be taken, you should consult a 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 Share(s), you should at once hand this Hong Kong Form of Acceptance and the Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

GF Securities (b) of transfere(c). GF Securities (long Kong) Brokerage Limited ("GF Securities") is making the Offer on behalf of the Offeror. The making of the Offer to the holders of Offer Shares 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 holder of Offer Shares, you should inform yourself about and observe any applicable legal, tax or regulatory requirements. If you wish to accept the 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 or legal requirements and the payment of any issue, transfer or other taxes payable by you in respect of the acceptance of the Offer in such jurisdiction. Acceptance of the Offer by you will be deemed to constitute a representation and warranty from you to the Offeror, E&E and their respective advisers, including GF Securities, that you have obstained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities or legal requirements and have paid all issue, transfer or other taxes or other required payments payable by you in connection with such acceptance, surrender and/or cancellation in any jurisdiction and that you have not taken or omitted to tak any action which will or may result in the Offer or your acceptance thereof and such accept thereof and such acceptance, surrender and/or cancellation shall be valid and binding in accordance with all applicable laws and regulations. If you are in doubt as to your position, you should consult your professional dovisers.

This Hong Kong 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 Hong Kong Form of Acceptance.

#### HOW TO COMPLETE THIS HONG KONG FORM OF ACCEPTANCE

The Offer is conditional. To accept the Offer made by GF Securities on behalf of the Offeror to acquire your Shares, you must deliver this duly completed and signed Hong Kong Form of 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 Shares for which you intend to accept the Offer, by post or by hand, to the Hong Kong Registrar, **Tricor Investor Services** Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong in envelope marked "Elec & Eltek International Company Limited – Offer" by no later than 4:00 p.m. on Friday, 26 June 2020, 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 Hong Kong Takeovers Code and the Singapore Take-over Code.

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

#### HONG KONG FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

#### To: The Offeror and GF Securities

- 1. My/Our execution of this Hong Kong Form of Acceptance shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by GF Securities 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 Shares specified in this Hong Kong Form of Acceptance;
  - (b) my/our irrevocable instruction and authority to the Offeror and/or GF Securities and/or their respective agent(s) to collect from E&E or the Hong Kong Registrar on my/our behalf the relevant share certificate(s) in respect of the 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 such share certificate(s) to the Hong Kong Registrar on my/our behalf and to authorise and instruct the Hong Kong Registrar to hold such share certificate(s), subject to the terms and conditions of the Offer, as if it/they was/were delivered to the Hong Kong Registrar together with this Hong Kong Form of Acceptance;
  - (c) my/our irrevocable instruction and authority to the Offeror and/or GF Securities 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 Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our risk to the person named at the address stated below, to me/he first-named of us (in the case of joint registered holders of Offer Shares) at the registered address shown in the register of members of E&E within seven (7) Hong Kong Business Days or seven (7) Singapore Business Days (whichever is earlier) following the later of (i) the date on which the Offer becomes or is declared unconditional in all respects; and (ii) the date of receipt of this duty completed Hong Kong Form of Acceptance together with all of the relevant document(s) by the Hong Kong Registrar to render such acceptance under the 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 holder of Offer Shares or the first-named of joint registered holders of Offer Shares.)

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, to make and execute, on my behalf, the contract note as required by section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) (the "Stamp Duty Ordinance") to be made and executed by me/us and 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 in this Hong Kong Form of Acceptance in accordance with the provisions of the Stamp Duty 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 in the opinion of the Offeror, to transfer my/our Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all Encumbrances and together with all rights attaching or accruing thereto, including all rights to receive any dividend or other distribution declared, made or paid on or after the date on which the Offer is made, being the date of despatch of the Composite Document; and
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, E&E, GF Securities 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 Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, E&E and GF Securities that the Offer Shares sold by me/us to the Offeror are free from all Encumbrances and together with all rights attaching or accruing thereto, including all rights to receive any dividend or other distribution declared, made or paid on or after the date on which the Offer is made, being the date of despatch of the Composite Document.
- 3. In the event that my/our acceptance is not valid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Hong Kong Form of 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 holders of Offer Shares) at the register of members of E&E.

Note: If you submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or GF Securities or any of their agent(s) from E&E or the Hong Kong 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 Shares which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of this Hong Kong Form of Acceptance, any share certificate(s) and/or transfer receipt(s) and/or ransfer 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 the Offeror, E&E and GF Securities that I am/we are the registered holder(s) of the number of Offer Shares specified in this Hong Kong Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Offer.
- 6. I/We represent and warrant to the Offeror, E&E and their respective advisers, including GF Securities, 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 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 or legal requirements; and that I/we have paid all issue, transfer or other taxes or other required payments payable by 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 the Offeror, E&E or their respective advisers, including GF Securities, or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof and such acceptance, surrender and/or cancellation shall be valid and binding in accordance with all applicable laws and regulations.
- 7. I/We represent and warrant to the Offeror, E&E and their respective advisers, including GF Securities, that I/we shall be fully responsible for the payment of any issue, transfer or other taxes, or 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 E&E in connection with my/our acceptance of the Offer.
- I/We acknowledge that, save as expressly provided in the Composite Document and this Hong Kong Form of Acceptance and as permitted under the Hong Kong Takeovers Code and the Singapore Take-over Code, all the acceptances, instructions, authorisations and undertakings hereby given shall be irrevocable.
- 9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

#### 本香港接納表格乃重要文件, 閣下須即時處理。

#### 閣下如對本香港接納表格的任何方面或對採取之行動有任何疑問,應諮詢持牌證券商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

#### 閣下如已將名下之股份全部出售或轉讓,應立即將本香港接納表格連同綜合文件送交買主或承讓人或經手買賣或轉讓之銀行、持牌證券商或註冊證券機構或其他代理,以便轉 交買主或承讓人。

廣發証券(香港)經紀有限公司(「廣發証券」)正代表要約人提出要約。向屬香港以外司法權區之公民、居民或國民之要約股份持有人作出要約可能須遵守相關司法權區之法律。 倘 閣下為海外要約股份持有人, 閣下應自行了解並遵守任何適用法律、税項或監管規定。 閣下如欲接納要約,須自行負責全面遵守相關司法權區之相關法律及法規,包括 取得所有可能需要的政府、外匯管制或其他同意,並遵守所有必要手續或法律規定,以及該等海外要約股份持有人就於有關司法權區接納要約而支付應付的任何發行、轉讓或 其他税項徵費。 閣下接納要約,即被視為構成 閣下向要約人、依利安達及彼等各自的顧問(包括廣發証券)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要約及其任何修訂,而 閣下已根據一切必要手續或法律規定取得可能需要的所有政府、匯兑管制或其他同意,及遵守所有必 要手續或法律規定及就接納要約方件 閣下應繳之任何可法權區的任何發行、轉讓或其他税項徵費或其他所需款項,而 閣下亦無進行或不進行任何行為,而將或可能導致要 約人、依利安達或彼等各自之顧問(包括廣發証券)或任何其他人士就要約或 閣下接納違反任何司法權區之法律或監管規定,或有關接納、交回及/或註銷根據所有適用法律 及規定應屬有效及具約束力。 閣下如對 閣下之情況有任何疑問,應許詞 閣下之專業顧問。

本香港接納表格應連同綜合文件一併閱讀。綜合文件附錄一之條文已載入本香港接納表格並構成本香港接納表格之一部分。

#### 本香港接納表格之填寫方法

要約附帶條件。為接納廣發証券代表要約人收購 閣下之股份所提出的要約, 閣下必須盡快將正式填妥及簽署的香港接納表格,連同 閣下擬接納之股份數目之有關股票 及/或過戶收據及/或任何其他權證文件(及/或就此所需令人信納的任何彌償保證),一併於二零二零年六月二十六日(星期五)(即首個截止日期)下午四時正或要約人根據 香港收購守則及新加坡併購守則可能釐定及公佈的較後日期及/或時間前以郵寄或專人遞交至香港過戶登記處卓佳證券登記有限公司,地址為香港皇后大道東183號合和中心 54樓,信封註明Г依利安達集團有限公司 – 要約」。

#### 提示:如 閣下以代名人或其他身份代表另一位人士持有股份,務請閱讀綜合文件附錄一中「1.接納程序」及「4.代名人登記」兩節,尤其關於 閣下應加以考慮的該等事項。

#### 要約之香港接納表格

#### 致:要約人及廣發証券

- 1. 本人/吾等簽署本香港接納表格對本人/吾等之承繼人及受讓人有約束力,並表示:
  - (a) 本人/吾等不可撤回地就本香港接納表格上所註明數目之股份,按照及根據綜合文件及本香港接納表格所述之代價、條款及條件接納綜合文件所載由廣發証券代表要 約人提出之要約;
  - (b) 本人/吾等不可撤回地指示及授權要約人及/或廣發証券及/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/或就此所需令人信納的任何彌償保證),憑此向依利安達或香港過戶登記處領取本人/吾等就股份應獲發股份之有關股票,並將有關股票代表本人/吾等送交香港過戶登記處,以及授權及指示香港過戶登記處按照及根據要約之條款及條件持有該等股票,猶如該等股票已連同本香港接納表格一併交回香港過戶登記處論;
  - (c)本人/吾等不可撤回地指示及授權要約人及/或廣發証券及/或彼等各自之代理,各自就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等有關本人/ 吾等接納要約應付之賣方從價印花税),以「不得轉讓一只准入抬頭人賬戶」方式向本人/吾等開出劃線支票,於以下較後者後起計七(7)個香港營業日或七(7)個新加 坡營業日(以較早者為準)內:(i)要約於各方面成為或被宣佈為無條件之日;及(ii)香港過戶登記處收訖本人正式填妥之本香港接納表格及一切有關文件致使要約項下 之有關接納為完整及有效之日,按以下地址以平郵方式寄發予以下人士;如無填上姓名及地址,則按依利安達股東名冊所示登記地址,寄發予本人/吾等當中名列首 位者(如屬聯名登記要約股份持有人),郵說風險概由本人/吾等自行承擔;

(附註:如收取支票之人士並非登記要約股份持有人或名列首位之聯名登記要約股份持有人,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).....
- (d) 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/吾等以根據要約出售股份之賣方身份,訂立及簽立香港法例第117章 《印花税條例》(「《印花税條例》」)第19(1)條所規定須訂立及簽立之買賣單據,並根據《印花税條例》規定在本香港接納表格加蓋印花及背書證明;
- (e) 本人/吾等承諾於要約人認為必要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 等人士之股份,不附帶一切產權負擔並連同其附帶或應計的一切權利,包括收取於作出要約日期(即寄發綜合文件之日期)或之後所宣派、作出或派付的任何股息或其 他分派;及
- (f) 本人/吾等同意追認要約人、依利安達、廣發証券及/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/吾等接納要約,將被視為表示本人/吾等向要約人、依利安達及廣發証券聲明及保證,本人/吾等向要約人出售之要約股份不附帶一切產權負擔 並連同其附帶或應計的一切權利,包括收取於作出要約日期(即寄發綜合文件之日期)或之後所宣派、作出或派付的任何股息或其他分派。
- 3. 倘若根據要約之條款,本人/吾等之接納無效,則上文第1段所載一切指示、授權及承諾均告終止,在此情況下,本人/吾等授權並要求 閣下將本人/吾等之股票及/ 或過戶收據及/或任何其他權證文件(及/或就此所需之令人信納的任何彌償保證),速同已正式註銷之本香港接納表格以平郵方式一併寄回上述第1(c)段列明之人士及地 址;如無填上姓名及地址,則按依利安達股東名冊所示登記地址,寄回本人或吾等當中名列首位者(如屬聯名登記要約股份持有人),郵誤風險概由本人/吾等自行承擔。
  - 附註:如 閣下於接納要約時提交過戶收據,而與此同時任何要約人及/或廣發証券或彼等任何代理已代表 閣下向依利安達或香港過戶登記處領取有關股票,則 閣下 將獲發還有關股票,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/部分有關股票及/或過戶收據及/或任何其他權證文件(及/或就此所需令人信納的任何彌償保證),由 閣下按照要約之條 款及條件予以保存。本人/吾等明白將不會就任何香港接納表格、任何股票及/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的任何彌償保證)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/吾等向要約人、依利安達及廣發証券聲明及保證,本人/吾等為本香港接納表格指定要約股份數目之登記要約股份持有人,而本人/吾等擁有全部權利、權力及 權限,透過接納要約之方式向要約人出售及轉讓本人/吾等股份之所有權及擁有權。
- 6. 本人/吾等向要約人、依利安達及彼等各自的顧問(包括廣發証券)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要約及其任何修訂;而本人/吾等已取得可能需要的所有政府、匯兑管制或其他同意,及遵守所有必要手續或法律規定;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、轉讓或其他税項徵費或其他所需款項;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要約人、依利 安達或彼等各自的顧問,包括廣發証券或任何其他人士違反任何司法權區有關要約或本人/吾等接納要約之法律或監管規定,及有關接納、交回及/或註銷將根據一切 適用法律及法規屬有效及具約束力。
- 7.本人/吾等向要約人、依利安達及其彼等各自的顧問(包括廣發証券)聲明及保證,本人/吾等須就支付本人/吾等於依利安達股東名冊所示地址所在司法權區關於本人/吾等接納要約應付之任何發行、轉讓或其他稅項徵費或其他所需款項承擔全部責任。
- 8. 本人/ 吾等確認,除非綜合文件及本香港接納表格有明文規定及香港收購守則及新加坡併購守則允許外,藉此作出的一切接納、指示、授權及承諾均不可撤回。
- 9. 本人/吾等確認以接納要約之方式售予要約人之本人/吾等之股份將以要約人或其代理人名義登記。

#### **Personal Information Collection Statements**

This personal information collection statement informs you of the policies and Practices of the Offeror, E&E, GF Securities and the Hong Kong 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 Offer for your Share(s), you must provide the personal data requested. Failure or refusal to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatic of the consideration to which you are entitled under the Offer.

### 2. Purposes

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

#### 3. Transfer of personal data

The personal data provided in this Hong Kong Form of Acceptance will be kept confidential but the Offeror, E&E, GF Securities and/or the Hong Kong 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, E&E, GF Securities and/or any of their respective agents, officers and advisers, the Hong Kong Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other data processing services to the Offeror, E&E, GF Securities and/or the Hong Kong Registrar in connection with the operation of their business;
- any statutory, regulatory or governmental bodies, administrative authorities or courts;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants, independent financial advisors or licensed securities dealers etc.; and
- any other persons or institutions who the Offeror and/or E&E and/or GF Securities and/or the Hong Kong Registrar consider(s) to be necessary or desirable in the circumstances.

### **Retention of Personal Data**

The Offeror, E&E, GF Securities and/or the Hong Kong Registrar will keep the personal data provided in this Hong Kong 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 Ordinance or any other applicable law.

#### Access and correction of personal data

The Ordinance provides you with rights to ascertain whether, the Offeror, E&E, GF Securities and/or the Hong Kong Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with other applicable law, you may have the right to request for any other information required under other applicable law or the deletion of personal data that the Offeror, E&E, GF Securities and/or the Hong Kong Registrar no longer have any lawful ground for use. In accordance with the Ordinance, the Offeror, E&E, GF Securities and/or the Hong Kong Registrar have the right to charge a reasonable fee for the processing of any data access request. fee for the processing of any data access request. However, the Offeror, E&E, GF Securities and/or the Hong Kong Registrar shall not charge any fee if it is not permitted under applicable law. All requests for access to data, correction of data or deletion of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Ê&E, GF Securities or the Hong Kong Registrar (as the case may be).

BY SIGNING THIS HONG KONG FORM OF 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 閣下有關要約人、依利安達、廣發証券及 子秋率同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。

#### 收集 閣下個人資料之原因 1.

倘 閣下欲就 閣下之股份而接納要約,則 閣下必須提供所需之個 人資料。若未能或拒絕提供所需資料,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 閣下根據要約應得之代 價。

2. 用途

閣下於本香港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香港接納表格及綜合文件載 列之條款及申請手續;
- 登記 閣下名下股份之轉讓;
- 保存或更新有關股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 發佈要約人及/或依利安達及/或彼等各自之代理、高級職員及 顧問,以及香港過戶登記處之通訊;
- 編製有關股東的統計資料及簡介;
- 確立股東之相應獲益權利; .
- 按適用法例、規則、守則或規例規定(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;
- 有關要約人、依利安達或香港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/或令要約人、依利安達 及/或廣發証券得以履行其對要約股份持有人及/或適用法例、 規則或法規項下之責任,以及要約股份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

本香港接納表格提供之個人資料將會保密,惟要約人、依利安達、廣 發証券及/或香港過戶登記處為達致上述或任何上述之用途,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 或自或與下列任何及所有人士及實體拔露、獲取、轉交(無論在香港 境內或香港境外地區)該等個人資料:

- 要約人、依利安達、廣發証券及/或彼等各自之代理、高級職員 及顧問、香港過戶登記處以及海外總登記處(如有);
- 為要約人、依利安達、廣發証券及/或香港過戶登記處提供與其 業務營運有關的行政、電訊、電腦、付款或其他資料處理服務之 任何代理、承包商或第三方服務供應商;
- 任何法定、監管或政府機構、行政機構或法院;
- 閣下進行交易或建議進行交易之任何其他人士或機構,例 閣下之銀行、律師、會計師、獨立財務顧問或持牌證券商等; 鼠 加 乃
- 要約人及/或依利安達及/或廣發証券及/或香港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。

#### 保留個人資料 4.

要約人、依利安達、廣發証券及/或香港過戶登記處將按達成收集個 人資料用途所需的時間保留本香港接納表格所提供的個人資料。無需 保留的個人資料將會根據該條例或任何其他適用法律銷毀或處理。

#### 獲取及更正個人資料

根據該條例之規定, 閣下可確認要約人、依利安達、廣發証券及/ 或香港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。 閣下有權根據其他適用法律要求取得該其他 適用法律下所需的任何其他資料或刪除要約人、依利安達、廣發証券 適用法律卜所需的任何其他負种或刪除要約人、依利安達、廣發証券 及/或香港過戶登記處不再有任何合法理由使用的資料。依據該條例 之規定,要約人、依利安達、廣發証券及/或香港過戶登記處有權就 處理任何資料之請求收取合理之手續費。但要約人、依利安達、廣發 証券及/或香港過戶登記處不可收取任何適用法律不容許的費用。查 閱資料、更正資料或刪除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,凱提交子要約人、依利安達、廣發証券或香港過 戶發記底(但亚佳況而完)。 戶登記處(視乎情況而定)。

#### 閣下一經簽署本香港接納表格即表示同意上述所有條款。