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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購股權要約接納及註銷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，概不就因本購股權要約接納及註銷表格全部或任何部分內容而產生或倚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 herein shall bear the same meanings as those defined in the composite offer and response document dated 30 November 2018 (the "Composite Document") jointly issued by Rui Er Holdings Company Limited and Summi (Group) Holdings Limited.

除文義另有指明外，本表格所用詞彙與Rui Er Holdings Company Limited及森美(集團)控股有限公司於二零一八年十一月三十日共同刊發之綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

YELLOW FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

閣下如欲接納購股權要約，請使用本黃色購股權要約接納及註銷表格。



Summi (Group) Holdings Limited

森美(集團)控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 00756) (股份代號: 00756)

**YELLOW FORM OF ACCEPTANCE AND CANCELLATION OF
OUTSTANDING SHARE OPTIONS OF SUMMI (GROUP) HOLDINGS LIMITED**
註銷森美(集團)控股有限公司之尚未行使購股權之黃色接納及註銷表格

All parts should be completed 每項均須填妥

The Company Secretary, Summi (Group) Holdings Limited, Room 1409, 14/F, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong

公司秘書，森美(集團)控股有限公司，香港銅鑼灣禮頓道77號禮頓中心14樓1409室

FOR THE CONSIDERATION stated below, the Optionholder named below hereby agree(s) to accept the Option Offer and cancel the number of Options specified below subject to the terms and conditions contained herein and in the Composite Document.

根據本表格及綜合文件載列之條款及條件，下列購股權持有人謹此同意按下列代價，接納購股權要約以及註銷下文所列數目之購股權。

To: Summi (Group) Holdings Limited, Guotai Junan Securities and the Offeror

致：森美(集團)控股有限公司、國泰君安證券及要約人

I (name) 本人(姓名) _____ of (address) 寓所(地址) _____

Hereby accept the Option Offer made by Guotai Junan Securities on behalf of the Offeror and agree, for the consideration set out below, to the cancellation of the Share Options granted to me to subscribe for the Shares at the exercise price set out below.

謹此接納由國泰君安證券代表要約人提出之購股權要約，並同意按以下載列代價，註銷授予本人按以下行使價認購股份之購股權。

Exercise price per Option 每份購股權之行使價	Amount of consideration to be paid for each Share Option 每份購股權之應付代價金額	Number of underlying Shares in respect of which the Share Option(s) is/are granted 已授出購股權所涉及之相關股份數目
HK\$1.112 in cash 現金1.112港元	HK\$0.01港元	

Certificate(s) (if any) relating to such Share Option(s) is/are enclosed herewith for Summi (Group) Holdings Limited's cancellation.

隨附有關於該等購股權之證書(如有)，以供森美(集團)控股有限公司註銷。

Signed by or for and on behalf of the Optionholder in the presence of:

購股權持有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(s) of the abovementioned Optionholder
上述購股權持有人簽署

Date of submission of this YELLOW Form of Option Offer Acceptance and Cancellation
提交本黃色購股權要約接納及註銷表格之日期

- Notes:
- Please insert full name and address in **BLOCK CAPITALS**
 - Insert the total number of Share Options for which the Option Offer is accepted.
 - Insert the total number of Share Options for which the Option Offer is accepted. If no number is specified or the number of Share Options specified in this **YELLOW** Form of Option Offer Acceptance and Cancellation is greater than the number of Share Options held by you, this **YELLOW** Form of Option Offer Acceptance and Cancellation will be returned to you for correction. Any corrected and valid **YELLOW** Form of Option Offer Acceptance and Cancellation must be re-submitted and received by the Company on or before the latest time of acceptance of the Option Offer in order for it to be counted.

- 附註：
- 請以**正楷**填寫全名及地址
 - 請填上接納購股權要約之購股權總數。
 - 請填上接納購股權要約之相應購股權總數。倘本**黃色**購股權要約接納及註銷表格並無註明數目，或本**黃色**購股權要約接納及註銷表格所註明之購股權數目多於閣下所持有之購股權數目，則本**黃色**購股權要約接納及註銷表格將會退回予閣下以作更正。任何經更正及有效之**黃色**購股權要約接納及註銷表格必須於接納購股權要約之最後時間或之前重新提交且由本公司收訖，方可被視為符合接納條件。

THIS YELLOW FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this **YELLOW** Form of Option Offer Acceptance and Cancellation 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.

The making of the Option Offer to the Overseas Optionholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Optionholder, you should obtain appropriate legal advice regarding the implications of the Option Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Option Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any 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 shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, its beneficial owner and parties acting in concert with any of them, the Company, or Guotai Junan Securities or any of their respective directors and professional advisors or any other parties involved in the Option Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Option Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and 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 Option Offer.

HOW TO COMPLETE THIS FORM

Optionholders are advised to read this **YELLOW** Form of Option Offer Acceptance and Cancellation in conjunction with the Composite Document before completing this **YELLOW** Form of Option Offer Acceptance and Cancellation. To accept the Option Offer made by Guotai Junan Securities on behalf of the Offeror, you should complete and sign this form overleaf and forward this form, together with the relevant certificate(s) of the Share Options and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), by post or by hand, marked "Summi (Group) Holdings Limited — Option Offer" on the envelope, to the **Company Secretary, Summi (Group) Holdings Limited at Room 1409, 14/F, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong as soon as possible, but in any event not later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I of the Composite Document are incorporated into and form part of this YELLOW Form of Option Offer Acceptance and Cancellation.**

YELLOW FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION IN RESPECT OF THE OPTION OFFER

To: The Offeror, the Company and Guotai Junan Securities

1. My/our execution of this **YELLOW** Form of Option Offer Acceptance and Cancellation (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my irrevocable acceptance of the Option Offer made by Guotai Junan Securities on behalf of the Offeror and contained in the Composite Document on and subject to the terms therein and herein mentioned, in respect of the number of Options specified in this **YELLOW** Form of Option Offer Acceptance and Cancellation or, (i) if no number of Share Options is specified or if the total number of Share Options specified is greater than the number of Share Options tendered, as supported by the certificate(s) of the Share Options and/or any other document(s) of title, I am deemed to have accepted the Option Offer in respect of the number of Share Options tendered by me, as supported by the certificate(s) of the Share Options and/or any other document(s) of title; and (ii) if the number of Share Options specified in this **YELLOW** Form of Option Offer Acceptance and Cancellation is smaller than the number of Share Options tendered, as supported by the certificate(s) of the Share Options and/or any other document(s) of title, I am deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of Share Options specified in this **YELLOW** Form of Option Offer Acceptance and Cancellation;
 - (b) my irrevocable instruction and authority to each of the Offeror and/or Guotai Junan Securities and/or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my favour for the cash consideration to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my risk to the person and the address stated below or, if no name and address is stated below, to me at the registered address shown in the register of Optionholders as soon as possible but in any event within seven Business Days of the date of the receipt of all the relevant documents by the Company to render the acceptance under the Option Offer complete and valid or the date when the offers become unconditional (whichever is later);
 - (c) *(Insert name and address of the person to whom the cheque is to be sent if different from the registered holder(s) of the relevant Share Options.)*
Name: (in block letters) _____
Address: (in block letters) _____
 - (d) my irrevocable instruction and authority to each of the Offeror and/or Guotai Junan Securities and/or such person or persons as any of them may direct to complete and execute the Form of Option Offer Acceptance and Cancellation or any document on my behalf in connection with my acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my Share Options tendered for acceptance of the Option Offer;
 - (e) my 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 cancel my Option(s) tendered for acceptance under the Option Offer, together with all rights attached thereto with effect from the date on which the Option Offer is made; and
 - (f) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Guotai Junan Securities 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 understand that acceptance of the Option Offer by me will be deemed to constitute a representation and warranty by me to the Offeror and Guotai Junan Securities that (i) the number of Share Options specified in this **YELLOW** Form of Option Offer Acceptance and Cancellation will be free from all liens, claims, charges, equities, encumbrances or other party rights of any nature and together with all rights now or hereafter attaching or accruing to them on or after the date on which the Option Offer is made and that such Optionholders will surrender all of his/her existing rights, if any, in respect of the Share Options; and (ii) I have not taken or omitted to take any action which will or may result in the Company, the Offeror, Guotai Junan Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Option Offer or his/her acceptance thereof, and is permitted under all applicable laws to receive and accept the Option 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 acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above will cease and in which event, I authorise and request you to return to me my relevant certificate(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this **YELLOW** Form of Option Offer Acceptance and Cancellation duly cancelled, by ordinary post at my risk to the person and address stated in 1(c) above or, if no name and address is stated, to me at the registered address shown in the register of Optionholders.
4. I 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 holding of the relevant Share Options which are to be cancelled on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any **YELLOW** Form of Option Offer Acceptance and Cancellation, certificate(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
5. I warrant and represent to you that I am the registered holder of the Share Options specified in this **YELLOW** Form of Option Offer Acceptance and Cancellation. I have the full right, power and authority to accept the Option Offer in respect of the Share Options tendered.
6. I warrant to the Offeror and the Company that I have satisfied the laws of the jurisdiction where my address is stated in the register of Optionholders in connection with my acceptance of the Option Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
7. I warrant to the Offeror and the Company that I shall be fully responsible for other taxes or duties payable by me in respect of the jurisdiction where my address is located as set out in the register of Optionholders in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Composite Document and this **YELLOW** Form of Option Offer Acceptance and Cancellation, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本黃色購股權要約接納及註銷表格乃重要文件，請即處理。閣下如對本黃色購股權要約接納及註銷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。

向海外購股權持有人提出購股權要約或會受有關司法權區之法例所禁止或影響。倘閣下為海外購股權持有人，則應自行就有關購股權要約於相關司法權區之影響徵詢適當之法律意見，或瞭解及遵守任何適用法例或監管規定。閣下如欲接納購股權要約，則有責任自行確保就此全面遵守所有有關司法權區之法例及法規，包括但不限於取得可能所需之任何政府、外匯管制或其他方面之同意及任何登記或存檔，以及遵守所有必要之正式手續、監管及／或法例規定。閣下亦須全面負責支付閣下就相關司法權區應付之任何轉讓費或其他稅項及徵費。要約人、其權益擁有人及其一致行動人士、本公司、或國泰君安證券或彼等各自之任何董事及專業顧問及所有涉及購股權要約之人士以及彼等各自之任何代理人均有權就閣下可能須付之任何稅項獲閣下全面彌償及毋須就此承擔任何責任。閣下接納購股權要約將被視為構成閣下保證，表示閣下根據一切適用法例及法規獲准收到及接納購股權要約及其任何修訂，而該接納將根據一切適用法例及法規屬有效及具約束力。閣下決定是否接納購股權要約時，應諮詢專業意見。

本表格填寫方法

購股權持有人務請先一併閱讀本黃色購股權要約接納及註銷表格及綜合文件後始填寫本黃色接納及註銷表格。閣下如欲接納國泰君安證券代表要約人所做出的購股權要約，應填妥及簽署本表格之背頁，然後將本表格並連同購股權之證書及／或任何其他所有權文件(及／或任何就此所需之一份或多份令人信納之彌償保證)須盡快以郵遞或以專人送交公司秘書，森美(集團)控股有限公司，地址為香港銅鑼灣禮頓道77號禮頓中心14樓1409室，信封面請註明「森美(集團)控股有限公司—購股權要約」，惟無論如何須於截止日期下午四時正(或要約人根據收購守則可能釐定並公佈之較後時間及／或日期)前送達。綜合文件附錄一之條文已載入本黃色購股權要約接納及註銷表格，並構成其中一部分。

購股權要約之黃色購股權要約接納及註銷表格

致：要約人、貴公司及國泰君安證券

- 本人一經簽署本黃色購股權要約接納及註銷表格(不論該表格是否已註明日期)，本人之承繼人及受讓人將受此約束，並表示：
 - 本人不可撤回地接納由國泰君安證券代表要約人提出並於綜合文件載列之購股權要約，按照及受制於綜合文件及本黃色購股權要約接納及註銷表格所載條款，就本黃色購股權要約接納及註銷表格指定之購股權數目或(i)倘並無列明購股權數目或倘列明之購股權總數目大於所提交購股權數目(以購股權證書及／或任何其他所有權文件證明)，則本人將被視為就相等於本人提交之購股權數目(以購股權證書及／或任何其他所有權文件證明)接納購股權要約；及(ii)倘本黃色接納及註銷表格列明之購股權數目少於所提交購股權數目(以購股權證書及／或任何其他所有權文件證明)，則本人將被視為就相等於本黃色接納及註銷表格列明之購股權數目之購股權接納購股權要約；
 - 本人不可撤回地分別指示及授權要約人及／或國泰君安證券及／或彼等各自之代理人，就本人根據購股權要約之條款應得之現金代價，以「不得轉讓—只准入抬頭人賬戶」方式向本人開出劃線支票，然後盡快惟無論如何於本公司接獲一切有關文件致使購股權要約項下之接納為完整及有效之日或要約成為無條件之日(以較後者為準)起計七個營業日內，按以下地址以平郵方式寄予以下人士，或如無於下欄填上姓名及地址，則按購股權持有人名冊所示登記地址以平郵方式寄予本人或吾等當中名列首位者(如屬聯名登記購股權持有人)，郵誤風險概由本人承擔；
 - (倘收取支票之人士並非相關購股權之登記持有人，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) _____

 - 本人不可撤回地分別指示及授權要約人及／或國泰君安證券及／或彼等任何一方可能指定之有關人士，代表本人填妥及簽署購股權要約及註銷表格或任何有關本人／吾等接納購股權要約之文件，以及辦理任何其他必需或權宜之手續，將本人提交接納購股權要約之購股權轉歸要約人及／或其可能指定之有關人士所有；
 - 本人承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以將本人根據購股權要約提交接納之購股權連同其附帶之所有權利註銷並自作出購股權要約當日起生效；及
 - 本人同意追認要約人及／或國泰君安證券及／或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜。
- 本人明白本人接納購股權要約，將被視為構成本人向要約人及國泰君安證券聲明及保證(i)本黃色購股權要約接納及註銷表格所註明購股權數目將不附帶一切留置權、申索權、押記、衡平權、產權負擔或任何性質之其他第三方權利，並連同於提出購股權要約當日或之後於現在或之後附帶或累算之一切權利，而該購股權持有人將交出其有關購股權之所有現有權利(如有)；及(ii)本人並無採取或不採取任何行動而將或可能致使貴公司、要約人、國泰君安證券或任何其他人士違反任何地區與購股權要約或其接納有關之法律或監管規定，且彼根據所有適用法例獲准接獲及接納購股權要約(及其任何修訂)，而根據所有適用法例，該接納為有效及具有約束力。
- 倘按購股權要約之條款本人之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾將會失效。在此情況下，本人授權並懇請閣下將本人之相關證書及／或其他所有權文件(及／或就此所需並令人信納之彌償保證)連同已正式註銷之本黃色購股權要約接納及註銷表格以平郵方式一併寄予上文1(c)所列之人士及地址，或如未有列明姓名及地址，則按購股權持有人名冊所示登記地址寄予本人，郵誤風險概由本人承擔。
- 本人茲附上本人持有之全部或部分購股權之相關證書及／或過戶收據及／或其他所有權文件(及／或就此所需並令人信納之任何彌償保證)，按購股權要約之條款及條件註銷有關購股權。本人明白任何交回之黃色購股權要約接納及註銷表格、證書及／或過戶收據及／或其他所有權文件(及／或就此所需並令人信納之彌償保證)概不獲發收據。本人亦瞭解所有文件將以平郵方式寄發且一切郵誤風險概由本人自行承擔。
- 本人向閣下保證及聲明，本人為本黃色購股權要約接納及註銷表格所註明購股權之登記持有人。本人有十足權利、權力及授權就所提交之購股權接納購股權要約。
- 本人向要約人及貴公司保證，本人已遵守在購股權持有人名冊上載列本人地址所在司法權區關於本人接納購股權要約人面之法例，包括獲得任何所需之政府、外匯管制或其他方面之同意及任何註冊或存檔，及辦理一切必須之手續或遵守法律規定。
- 本人向要約人及貴公司保證，本人須就支付在購股權持有人名冊上載列本人地址所在司法權區關於本人接納購股權要約人面應付之任何轉讓稅或其他稅項或徵費承擔全部責任。
- 本人知悉，除綜合文件及本黃色購股權要約接納及註銷表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Guotai Junan Securities and the Company 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 Option Offer for your Share Option(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 dispatch of the consideration to which you are entitled under the Option Offer.

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 of your acceptance and verification or compliance with the terms and application procedures set out in this **YELLOW** Form of Option Offer Acceptance and Cancellation and the Composite Document;
- registering transfers of the Share Options out of your name;
- maintaining or updating the relevant register of Optionholders;
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- distributing communications from the Offeror, Guotai Junan Securities or agents and the Company;
- compiling statistical information and Optionholder 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 or Guotai Junan Securities; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Guotai Junan Securities and/or the Company to discharge their obligations to the Optionholders and/or regulators and other purpose to which the Optionholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this **YELLOW** Form of Option Offer Acceptance and Cancellation will be kept confidential but the Offeror, Guotai Junan Securities and/or the Company 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, Guotai Junan Securities and/or agent(s) and the Company;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Guotai Junan Securities and/or the Company, in connection with the operation of its business;
- 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, Guotai Junan Securities and/or the Company consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, Guotai Junan Securities and/or the Company will keep the personal data provided in this **YELLOW** form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Privacy Ordinance.

5. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, Guotai Junan Securities and/or the Company hold(s) 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, Guotai Junan Securities and the Company 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, Guotai Junan Securities and/or the Company (as the case may be).

BY SIGNING THIS FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION, YOU AGREE TO ALL OF THE ABOVE.

個人資料

個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關要約人、國泰君安證券及本公司有關個人資料及香港法例第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

倘閣下欲就所持之股份接納購股權要約，則須提供所需之個人資料。倘閣下未能提供所需資料，則可能會導致閣下之接納遭拒絕或延誤處理。這亦可能妨礙或延誤寄發閣下根據購股權要約應得之代價。

2. 用途

閣下於本表格所提供之個人資料可能會就下列用途加以運用、持有及／或保存(以任何方式)：

- 處理閣下之接納及核實或遵從本**黃色**購股權要約接納及註銷表格及綜合文件載列之條款及申請手續；
- 登記將購股權從閣下名下轉讓；
- 保存或更新相關之購股權持有人名冊；
- 核實或協助核實簽名，以及對任何其他資料進行核實或交換；
- 自要約人、國泰君安證券或代理人及本公司收取通訊；
- 編製統計資料及購股權持有人概覽；
- 遵照法例、規則或規例(無論法定或非法定)之要求作出披露；
- 披露有關資料以便申索或享有配額；
- 與要約人或國泰君安證券業務有關之任何其他用途；及
- 與上文所述有關之任何其他附帶或相關用途及／或以便要約人、國泰君安證券及／或本公司履行彼等對購股權持有人及／或監管機構之責任及購股權持有人可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本**黃色**購股權要約接納及註銷表格所提供之個人資料將會保密，但要約人、國泰君安證券及／或本公司可能會作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可達致上述或任何有關之用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- 要約人、國泰君安證券及／或代理人及本公司；
- 為要約人、國泰君安證券及／或本公司之業務經營向彼等提供行政、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；
- 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，例如往來銀行、律師、會計師、持牌證券商或註冊證券機構；及
- 要約人、國泰君安證券及／或本公司認為必需或適當情況下之任何其他人士或機構。

4. 個人資料的保留

受約人、國泰君安證券及／或本公司將按收集個人資料所需用途保留本**黃色**購股權要約接納表格所收集個人資料。毋需保留之個人資料將根據該條例銷毀或處理。

5. 查閱及更正個人資料

私隱條例賦予閣下權利確定要約人、國泰君安證券及／或本公司是否持有閣下之個人資料，索取該等資料副本及更正任何不正確資料。根據私隱條例，要約人、國泰君安證券及本公司有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或詢問關於政策及慣例及所持資料類別之要求，應向要約人、國泰君安證券及／或本公司(視乎情況而定)提出。

閣下簽署本購股權要約接納及註銷表格，即表示同意上述所有條款。