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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可換股債券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可換股債券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。

Unless the context otherwise requires, terms used in this Form of CB Offer Acceptance shall bear the same meanings as those defined in the composite document dated 12 January 2017 (the "Composite Document") issued jointly by GT Winners Limited and Asia Allied Infrastructure Holdings Limited. 除文義另有所指外，本可換股債券要約接納表格所用之詞彙與GT Winners Limited及亞洲聯合基建控股有限公司聯合刊發日期為2017年1月12日之綜合文件(「綜合文件」)所界定者具有相同涵義。

FORM OF CB OFFER ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE CB OFFER.
閣下如欲接納可換股債券要約，請使用本可換股債券要約接納表格。



亞洲聯合基建控股有限公司

ASIA ALLIED INFRASTRUCTURE HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 00711.HK)

(股份代號: 00711.HK)

FORM OF CB OFFER ACCEPTANCE AND TRANSFER OF THE CONVERTIBLE BONDS

ISSUED BY ASIA ALLIED INFRASTRUCTURE HOLDINGS LIMITED

亞洲聯合基建控股有限公司發行之可換股債券之可換股債券要約接納及過戶表格

To be completed in full 每項均須填寫

The company secretary, Asia Allied Infrastructure Holdings Limited

公司秘書，亞洲聯合基建控股有限公司

Room 803-804, 8/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong

香港灣仔告士打道56號東亞銀行港灣中心8樓803-804室

<p><i>Note:</i> Insert the principal amount of the Convertible Bonds for which the CB Offer is accepted. If no principal amount is inserted or a principal amount in excess of your registered holding of the Convertible Bonds is inserted and you have signed this Form of CB Offer Acceptance, you will be deemed to have accepted the CB Offer for your entire registered holding of the Convertible Bonds.</p> <p><i>附註:</i> 請填上接納可換股債券要約之可換股債券本金金額。如閣下已簽署本可換股債券要約接納表格但並無填上本金金額或所填本金金額超過閣下登記持有之可換股債券，則閣下將被視為已就名下登記持有之全部可換股債券接納可換股債券要約。</p>	<p>FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the CB Offer in respect of the Convertible Bonds held by the Transferor(s) specified below and transfer(s) to the "Transferee" such Convertible Bonds subject to the terms and conditions contained herein and in the accompanying Composite Document.</p> <p>下述「轉讓人」謹此按下列代價，就以下註明轉讓人所持有之可換股債券接納可換股債券要約，並向下述「承讓人」轉讓相關可換股債券，惟須遵守本表格及隨附之綜合文件內之條款及條件。</p>			
	Principal amount of the 2015 Convertible Bonds to which this acceptance relates (<i>Note</i>) 是項接納涉及之 2015年可換股債券本金金額(附註)	FIGURES 數字	WORDS 大寫	
	Certificate number(s) 證書號碼			
	Principal amount of the 2016 Convertible Bonds to which this acceptance relates (<i>Note</i>) 是項接納涉及之 2016年可換股債券本金金額(附註)	FIGURES 數字	WORDS 大寫	
	Certificate number(s) 證書號碼			
	TRANSFEROR(S) name(s) and address in full 轉讓人 全名及詳細地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	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	<p>HK\$0.6924 in cash for every HK\$1.00 face value of the 2015 Convertible Bonds 就每1.00港元面值之2015年可換股債券，為現金0.6924港元</p> <p>HK\$1.5000 in cash for every HK\$1.00 face value of the 2016 Convertible Bonds 就每1.00港元面值之2016年可換股債券，為現金1.5000港元</p>			
TRANSFEEE 承讓人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	<p>GT Winners Limited</p> <p>4/F., Shum Tower, 268 Des Voeux Road Central, Hong Kong 香港中環德輔道中268號岑氏商業大廈4樓</p> <p>Corporation 法人團體</p>		

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: _____

Name of Witness 見證人姓名: _____

Address of Witness 見證人地址: _____

Occupation of Witness 見證人職業: _____

Date of submission of this Form of
CB Offer Acceptance
提交本可換股債券要約接納表格之日期

**ALL JOINT
REGISTERED CB
HOLDERS
MUST
SIGN HERE**
所有聯名登記
可換股債券持有人
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:

For and on behalf of 代表
GT Winners Limited

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)
承讓人或其正式獲授權代表簽署

Date of transfer 轉讓日期: _____

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

If you are in any doubt as to any aspect of this Form of CB 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 Convertible Bond(s), you should at once hand this Form of CB 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).

Yu Ming is making the CB Offer on behalf of the Offeror. The making of the CB Offer to the CB Holders with registered address(es) in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. CB Holders who are citizens or residents or nationals of jurisdictions outside Hong Kong should inform themselves about and observe any applicable legal and regulatory requirements. It is your responsibility to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes or other required payments due in respect of such jurisdiction. The Offeror, the Company, Yu Ming, Alliance Capital, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the CB Offer 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 CB Offer by you will constitute a warranty by you to the Offeror and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the CB Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This Form of CB Offer Acceptance should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS FORM OF CB OFFER ACCEPTANCE

The CB Offer is unconditional. CB Holders are advised to read the Composite Document before completing this Form of CB Offer Acceptance. To accept the CB Offer made by Yu Ming on behalf of the Offeror, you should complete and sign this Form of CB Offer Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Convertible Bonds and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the principal amount of the Convertible Bonds in respect of which you wish to accept the CB Offer, by post or by hand, to the company secretary of the Company at Room 803-804, 8/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong as soon as possible, but in any event not later than 4:00 p.m. on Thursday, 2 February 2017 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of CB Offer Acceptance.

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

FORM OF CB OFFER ACCEPTANCE IN RESPECT OF THE CB OFFER

To: **The Offeror and Yu Ming**

1. My/Our execution of this Form of CB Offer Acceptance (whether or not such Form of CB Offer Acceptance is dated) shall be binding on my/our successors and assignees, and shall constitute:

- (a) my/our irrevocable acceptance of the CB Offer made by Yu Ming 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 principal amount of the Convertible Bonds specified in this Form of CB Offer Acceptance or, if no such principal amount is specified or a greater principal amount is specified than I/we am/are registered as the holder(s) thereof, in respect of such principal amount of the Convertible Bonds as to which I/we am/are registered as the CB Holders;
- (b) my/our irrevocable instruction and authority to each of the Offeror and/or Yu Ming 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 under the terms of the CB Offer by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me/us or the first-named of us (in the case of joint registered holders) at the address as shown in the register(s) of CB Holders maintained by the Company within seven (7) Business Days of the date of receipt by the company secretary of the Company of all the relevant documents to render the acceptance under the CB 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(s) of the relevant Convertible Bonds or the first-named of joint registered holders.)

Name: (in BLOCK LETTERS)

Address: (in BLOCK LETTERS)

- (c) 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 Convertible Bonds tendered for acceptance under the CB Offer to the Offeror or such person or persons as it may direct free from all third-party rights, liens, claims, charges, equities, and encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date of the Composite Document; and
- (d) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Yu Ming 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 CB Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Yu Ming that the principal amount of Convertible Bonds specified in this Form of CB Offer Acceptance are sold free from all third-party rights, liens, claims, charges, equities, and encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date of the Composite Document.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the CB Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our relevant certificate(s) of the Convertible Bonds and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of CB Offer Acceptance duly cancelled, for collection at my/our risk by the person stated in 1(b) above or, if no name is stated, by me or the first-named of us (in the case of joint registered holders) as shown in the register(s) of the CB Holders maintained by the Company.

Note: If you submit the transfer receipt(s) upon acceptance of the CB Offer and in the meantime the relevant certificate(s) in respect of the Convertible Bonds is/are collected by any of the Offeror and/or Yu Ming or any of their agent(s) from the Company on your behalf, you will be returned such certificate(s) in respect of the Convertible Bonds in lieu of the transfer receipt(s).

4. I/We enclose the relevant certificate(s) of the Convertible Bonds and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of the relevant Convertible Bonds which are to be held by you on the terms and conditions of the CB Offer. I/We understand that no acknowledgement of receipt of any Form of CB Offer Acceptance, certificate(s) and/or transfer receipt(s) (if applicable) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.

5. I/We warrant and represent to the Offeror, Yu Ming and the Company that I am/we are the registered holder(s) of the Convertible Bonds specified in this Form of CB Offer Acceptance. I/we have the full right, power and authority to sell and pass the title and ownership of my/our Convertible Bonds to the Offeror by way of acceptance of the CB Offer.

6. I/We warrant to the Offeror, Yu Ming 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(s) of the CB Holders to accept the CB 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 and regulatory or legal requirements; and I/we have paid all issue, transfer or other taxes 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, Yu Ming 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 respect of the jurisdiction where my/our address is located as set out in the register(s) of the CB Holders maintained by the Company in connection with my/our acceptance of the CB Offer.

8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of CB Offer Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.

9. I/We acknowledge that my/our Convertible Bonds sold to the Offeror by way of acceptance of the CB Offer will be registered under the name of the Offeror or its nominee.

本可換股債券要約接納表格乃重要文件，閣下須即時處理。

閣下如對本可換股債券要約接納表格任何方面或應採取之行動有任何疑問，應諮詢閣下的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。

閣下如已將名下之可換股債券全部售出或以其他方式轉讓，應立即將本可換股債券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，或送交經手買賣或轉讓之銀行、持牌證券商、註冊證券機構或其他代理，以便轉交買主或承讓人。

馮銘正代表要約人提出可換股債券要約。向登記地址位於香港境外司法權區之可換股債券持有人提出可換股債券要約或會被禁止或受到有關司法權區之法例影響。身為香港境外司法權區公民或居民或國民的可換股債券持有人應了解並遵守任何適用法律及監管規定。閣下有責任就此確保本身完全遵守有關司法權區的法例，包括取得任何可能規定的政府、外匯管制或其他同意或遵守其他必要法律手續或法律規定，並支付任何轉移稅或其他稅項或相關司法權區的其他應付的規定款項。就閣下可能須繳付的任何稅項而言。要約人、本公司、馮銘、同人融資、彼等各自之最終實益擁有人、董事、高級職員、代理人、顧問及聯繫人以及任何其他參與可換股債券要約的人士均有權獲。閣下提供全額彌償保證並確保不致遭受損害。閣下接納可換股債券要約，即構成閣下向要約人及本公司保證其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可換股債券要約及其任何修訂，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，並已支付閣下於任何地區接納而應付之所有發行費、轉讓費或其他稅項或其他所需款項，而有關接納根據一切適用法律及法規屬有效及具約束力。

本可換股債券要約接納表格應連同綜合文件一併閱覽。

本可換股債券要約接納表格之填寫方法

可換股債券要約為無條件。可換股債券持有人於填妥本可換股債券要約接納表格前務請先閱讀綜合文件。閣下如欲接納馮銘代表要約人提出之可換股債券要約，應填妥及簽署本可換股債券要約接納表格背頁，連同閣下欲接納可換股債券要約之可換股債券本金金額之相關證書及/或其他所有權文件(及/或就此所需並令人信納之任何彌償保證)，一併以郵寄或專人送交方式盡快送抵本公司之公司秘書，地址為香港灣仔告士打道56號東亞銀行港灣中心8樓803-804室，無論如何不得遲於2017年2月2日(星期四)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。綜合文件附錄一之條文已載入並構成本可換股債券要約接納表格之一部分。

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可換股債券，敬請閱覽綜合文件附錄一「1.接納程序－可換股債券要約」一節，尤其關於閣下應加以考慮的該等事項。

可換股債券要約之可換股債券要約接納表格

致：要約人及馮銘

1. 本人/吾等一經簽立本可換股債券要約接納表格(不論可換股債券要約接納表格是否註明日期)，本人/吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人/吾等按綜合文件及本可換股債券要約接納表格所述代價，按照並遵守當中所載條款及條件，就本可換股債券要約接納表格所註明之可換股債券本金金額，不可撤回地接納綜合文件所載由馮銘代表要約人提出之可換股債券要約，或如未有填上該等本金金額或填上之本金金額超過本人/吾等以登記持有人名義持有之本金金額，則就本人/吾等作為可換股債券持有人名下登記持有之有關可換股債券本金金額接納可換股債券要約；
- (b) 本人/吾等不可撤回地指示及授權要約人及/或馮銘或彼等各自之代理，各自就本人/吾等根據可換股債券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/吾等開出劃線支票，然後於自本公司之公司秘書接獲一切有關文件致使可換股債券要約項下之接納為完整及有效之日起計七(7)個營業日內按以下地址以平郵方式寄予以下人士；如無於下欄填上姓名及地址，則按本人/吾等在本公司之可換股債券持有人名冊所示地址寄予本人/吾等或吾等當中所列首位者(如屬聯名登記持有人)，郵誤風險概由本人/吾等承擔；

(附註：倘收取支票之人士並非相關可換股債券之登記持有人或名列首位之聯名登記持有人，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)

- (c) 本人/吾等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/吾等根據可換股債券要約提交接納之可換股債券轉讓予要約人或其可能指定之有關人士，該等可換股債券不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同於綜合文件日期或之後累算或附帶之一切權利；及
- (d) 本人/吾等同意追認要約人及/或馮銘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。

2. 本人/吾等明白本人/吾等接納可換股債券要約將被視為構成本人/吾等向要約人及馮銘保證本可換股債券要約接納表格所註明可換股債券本金金額將不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔而連同於綜合文件日期或之後累算或附帶之一切權利一併出售。

3. 倘按可換股債券要約之條款本人/吾等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、授權及承諾均會失效。在此情況下，本人/吾等授權並懇請閣下將本人/吾等可換股債券之相關證書及/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可換股債券要約接納表格由上述第1(b)段所列之人士領取；如未有列明姓名及地址，則由本人或吾等在本公司之可換股債券持有人名冊中名列首位者(如屬聯名登記持有人)領取，郵誤風險概由本人/吾等承擔。

附註：若閣下於接納可換股債券要約時提交過戶收據，而與此同時任何要約人及/或馮銘或彼等之任何代理已代表閣下向本公司領取有關可換股債券相關證書，則閣下將獲發還有關可換股債券相關證書，而並非上述過戶收據。

4. 本人/吾等茲附上本人/吾等持有之全部或部份可換股債券之相關證書及/或其他所有權文件(及/或就此所需並令人信納之任何彌償保證)，由閣下按可換股債券要約之條款及條件予以保存。本人/吾等明白任何交回之可換股債券要約接納表格、證書及/或過戶收據(如適用)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/吾等亦了解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、馮銘及本公司保證及聲明，本人/吾等為本可換股債券要約接納表格所註明可換股債券之登記持有人。本人/吾等有十足權利、權力及授權以接納可換股債券要約之方式，向要約人出售及移交本人/吾等之可換股債券之所有權及擁有權。

6. 本人/吾等向要約人、馮銘及本公司保證，本人/吾等已遵守本人/吾等於可換股債券持有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可換股債券要約及其任何修訂；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/吾等就該接納應付之所有發行費、轉讓費或其他稅項或其他所需款項；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。

7. 本人/吾等向要約人、馮銘及本公司保證，本人/吾等須就支付本人/吾等於本公司存置之可換股債券持有人名冊所示地址所在司法權區關於本人/吾等接納可換股債券要約應付之任何轉讓費或其他稅項及徵費承擔全部責任。

8. 本人/吾等知悉，除綜合文件及本可換股債券要約接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回。

9. 本人/吾等知悉，本人/吾等以接納可換股債券要約之方式向要約人出售之可換股債券將以要約人或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Yu Ming, the Company and 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 CB Offer for your Convertible Bonds, 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 CB Offer.

2. Purposes

The personal data which you provide on this Form of CB 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 Form of CB Offer Acceptance and the Composite Document;
- registering transfers of the Convertible Bonds out of your name;
- maintaining or updating the relevant register(s) of CB Holders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or the Company and/or their respective agents, officers and advisers;
- compiling statistical information and CB Holder profiles;
- establishing benefit entitlements of the CB Holder(s);
- 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 the Offeror and the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Yu Ming and/or the Company to discharge its/their obligations to the CB Holder(s) and/or under applicable regulations, and other purpose to which the CB Holder(s) may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of CB Offer Acceptance will be kept confidential but the Offeror and/or Yu Ming 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, Yu Ming, the Company and/or any of their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Yu Ming and/or the Company;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror and/or Yu Ming and/or the Company considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror and/or Yu Ming and/or the Company will keep the personal data provided in this 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 Ordinance.

5. Access to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Yu Ming and/or the Company 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 Yu Ming and/or the Company have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Yu Ming or the Company (as the case may be).

BY SIGNING THIS FORM OF CB 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要約人、馮銘、本公司及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

倘閣下欲就閣下之可換股債券而接納可換股債券要約，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可換股債券要約應得之代價。

2. 用途

閣下於本可換股債券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或遵循本可換股債券要約接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義之可換股債券轉讓；
- 保存或更新有關可換股債券持有人之名冊；
- 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/或本公司及/或彼等各自之代理、高級職員及顧問之通訊；
- 編製統計資料及可換股債券持有人之資料；
- 確立可換股債券持有人之獲益權利；
- 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；
- 有關要約人及本公司業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或令要約人及/或馮銘及/或本公司得以履行彼等對可換股債券持有人及/或適用法規項下之責任，及可換股債券持有人可能不時同意或知悉之其他用途。

3. 轉交個人資料

本可換股債券要約接納表格提供之個人資料將會保密，惟要約人及/或馮銘及/或本公司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個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、馮銘、本公司及/或其任何代理、高級職員及顧問；
- 為要約人及/或馮銘及/或本公司提供行政、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個人或機構，例如閣下之銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人及/或馮銘及/或本公司在相關情況下認為屬必需或適當之任何其他個人或機構。

4. 個人資料的保留

要約人及/或馮銘及/或本公司將按收集個人資料之用途需要保留本表格內提供之個人資料。無需保留之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，閣下可確認要約人及/或馮銘及/或本公司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，要約人及/或馮銘及/或本公司可就獲取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，須提交予要約人、馮銘或本公司(視情況而定)。

閣下一經簽署本可換股債券要約接納表格即表示同意上述所有條款。