

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this BLUE Form of Convertible Notes Offer 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 BLUE Form of Convertible Notes Offer Acceptance.

香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本藍色可換股票據要約接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本藍色可換股票據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 BLUE Form of Convertible Notes Offer Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 14 April 2020 (the "Composite Document") issued jointly by Wealthy Port Holdings Limited and Sunway International Holdings Limited.

除文義另有所指外，本藍色可換股票據要約接納表格所用詞彙與富亨集團有限公司及新威國際控股有限公司於二零二零年四月十四日聯合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。

**BLUE FORM OF CONVERTIBLE NOTES OFFER ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE CB OFFER.**  
閣下如欲接納可換股票據要約，請使用本藍色可換股票據要約接納及過戶表格。



# SUNWAY INTERNATIONAL HOLDINGS LIMITED

## 新威國際控股有限公司\*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 58)

(股份代號：58)

### BLUE FORM OF CONVERTIBLE NOTES OFFER ACCEPTANCE AND TRANSFER OF THE CONVERTIBLE NOTES ISSUED BY SUNWAY INTERNATIONAL HOLDINGS LIMITED

新威國際控股有限公司發行之可換股票據之藍色可換股票據要約接納及過戶表格

All parts should be completed (except the section marked "Do not complete")  
除「請勿填寫本欄」一節外，全部欄位均需填妥

Sunway International Holdings Limited  
新威國際控股有限公司  
3/F, Mandarin Commercial House, 38 Morrison Hill Road, Wanchai, Hong Kong  
香港灣仔摩理臣山道38號文華商業大廈3樓

<p><b>Note: Insert the principal amount of the Convertible Notes for which the Convertible Notes Offer is accepted. If no principal amount is inserted or a principal amount in excess of your registered holding of the Convertible Notes is inserted and you have signed this BLUE Form of Convertible Notes Offer Acceptance, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Company on or before the latest time for acceptance of the Convertible Notes Offer.</b></p> <p>附註：請填上接納可換股票據之可換股票據本金額。倘並無填上本金額或所填本金額大於閣下登記持有之可換股票據，而閣下已簽署本藍色可換股票據要約接納表格，則本表格將退回予閣下進行修改及重新遞交。任何經更正之表格必須於接納可換股票據要約之最後期限或之前重新提交並送達本公司。</p>	<p><b>FOR THE CONSIDERATION</b> stated below, the "Transferor(s)" named below hereby accepts the Convertible Notes Offer in respect of the Convertible Notes held by the Transferor(s) specified below and transfers to "Transferee" such Convertible Notes subject to the terms and conditions contained herein and in the Composite Document. 下述「轉讓人」謹此就以下註明轉讓人所持有之可換股票據接納可換股票據要約，並按下列代價向下述「承讓人」轉讓相關可換股票據，惟須遵守本表格及綜合文件內之條款及條件。</p>		
	Principal amount of the Convertible Notes to which this acceptance relates 是項接納涉及之可換股票據本金額	AMOUNT金額	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)	Surname(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\$546,448 in cash for every HK\$10,000,000 nominal value of the Convertible Notes 就每10,000,000港元面值之可換股票據之代價為現金546,448港元	
TRANSFEEE 承讓人	<p>Company name 公司名稱： Wealthy Port Holdings Limited 富亨集團有限公司</p> <p>Correspondence Address 通訊地址： Room 1705, 17/F, Tower 2, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong 香港金鐘夏慤道18號海富中心第2座17樓1705室 Corporation 法團</p> <p>Occupation 職業：</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 \_\_\_\_\_

Signature(s) of Transferor(s)/  
Company chop, if applicable  
轉讓人簽署 / 公司  
印鑑 (如適用)



**ALL JOINT HOLDERS MUST SIGN HERE**  
所有聯名持有人均須於本欄個別簽署

Date of submission of this BLUE Form of Convertible Notes Offer Acceptance  
提交本藍色可換股票據要約接納表格之日期

<b>Do not complete 請勿填寫本欄</b>	
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 <b>Wealthy Port Holdings Limited 富亨集團有限公司</b>
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 transfer 轉讓日期 _____	<b>Signature of Transferee or its duly authorised agent(s)</b> 承讓人或其正式獲授權代表簽署

\* for identification purposes only  
\* 僅供識別

**THIS BLUE FORM OF CONVERTIBLE NOTES OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt as to any aspect of this BLUE Form of Convertible Notes 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 Notes, you should at once hand this BLUE Form of Convertible Notes Offer Acceptance and the 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).

I-Access is making the Convertible Notes Offer on behalf of the Offeror. The making of the Convertible Notes Offer to the Convertible Noteholders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws and regulations of the relevant jurisdictions. Overseas Convertible Noteholders who are citizens or residents or nationals of jurisdictions outside Hong Kong should obtain information about and observe any relevant applicable legal or regulatory requirements and, where necessary, seek legal advice in respect of the Convertible Notes Offer. It is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection with the acceptance of the Convertible Notes Offer, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities or legal and regulatory requirements and the payment of any transfer or other taxes or other required payments due in respect of such jurisdiction. The Offeror, parties acting in concert with it, the Company, Donvex Capital, I-Access, the Registrar, or any of their respective ultimate beneficial owners, directors, officers, agents, advisers and associates or any other person involved in the Convertible Notes 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 Convertible Notes Offer by you will constitute a warranty by you to the Offeror, I-Access and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Convertible Notes 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 BLUE Form of Convertible Notes Offer Acceptance should be read in conjunction with the Composite Document.

**HOW TO COMPLETE THIS BLUE FORM OF CONVERTIBLE NOTES OFFER ACCEPTANCE**

The Convertible Notes Offer is conditional. Convertible Noteholders is advised to read the Composite Document before completing this BLUE Form of Convertible Notes Offer Acceptance. To accept the Convertible Notes Offer made by I-Access on behalf of the Offeror, you should complete and sign this BLUE Form of Convertible Notes Offer Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Convertible Notes and/or other document(s) of title (and/or any satisfactory indemnity or indemnities and any other document(s) required by the Company in respect thereof), for the principal amount of the Convertible Notes in respect of which you wish to accept the Convertible Notes Offer, by post or by hand, to the Company at 3/F, Mandarin Commercial House, 38 Morrison Hill Road, Wanchai, Hong Kong, marked "Sunway International – Convertible Notes Offer" on the envelope, as soon as possible, but in any event not later than 4:00 p.m. on the Closing Date 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 BLUE Form of Convertible Notes Offer Acceptance.

**BLUE FORM OF CONVERTIBLE NOTES OFFER ACCEPTANCE IN RESPECT OF THE CONVERTIBLE NOTES OFFER**

**To: The Offeror and I-Access**

1. My/Our execution of this BLUE Form of Convertible Notes Offer Acceptance (whether or not such BLUE Form of Convertible Notes Offer Acceptance is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Convertible Notes Offer made by I-Access 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 Notes specified in this BLUE Form of Convertible Notes Offer Acceptance;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or I-Access 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 Convertible Notes Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Convertible Notes 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 of Convertible Noteholders maintained by the Company within seven Business Days of the later of (i) the date of receipt by the Company of all the relevant documents to render the acceptance under the Convertible Notes Offer complete and valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code, and (ii) the date on which the Offers becomes or its declared unconditional in all respects.

*(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 Notes 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 Notes tendered for acceptance under the Convertible Notes 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 attaching thereto on or after the date of the Composite Document;
  - (d) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or I-Access or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein; and
  - (e) my/our irrevocable instruction and authority to each of the Offeror and/or I-Access 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 and/or other document(s) as required by the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Convertible Notes to be sold by me/us under the Convertible Notes Offer and to cause the same to be stamped and to cause an endorsement to be made on this BLUE Form of Convertible Notes Offer Acceptance in accordance with the provisions of that Ordinance.
2. I/We understand that acceptance of the Convertible Notes Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and I-Access that the principal amount of Convertible Notes specified in this BLUE Form of Convertible Notes Offer Acceptance are sold free from all third-party rights, liens, claims, charges, equities, and encumbrances whatsoever and together with all rights 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 Convertible Notes Offer, all instructions, authorizations 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 Notes and/or other document(s) of title (and/or satisfactory indemnity or indemnities and any other document(s) required by the Company in respect thereof), together with this BLUE Form of Convertible Notes Offer Acceptance duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered holders) at the address as shown in the register of the Convertible Noteholders maintained by the Company.

*Note: If you submit the transfer receipt(s) upon acceptance of the Convertible Notes Offer and in the meantime the relevant certificate(s) in respect of the Convertible Notes is/are collected by any of the Offeror and/or I-Access or any of their agent(s) from the Company on your behalf, you will be returned such certificate(s) in respect of the Convertible Notes in lieu of the transfer receipt(s).*
4. I/We enclose the relevant certificate(s) the Convertible Notes and/or other document(s) of title (and/or any satisfactory indemnity or indemnities and any other document(s) required by the Company in respect thereof) for the whole or part of my/our holding of the relevant Convertible Notes which are to be held by you on the terms and conditions of the Convertible Notes Offer. I/We understand that no acknowledgement of receipt of any BLUE Form of Convertible Notes Offer Acceptance, certificate(s) and/or transfer receipt(s) (if applicable) and/or other document(s) of title (and/or satisfactory indemnity or indemnities and any other document(s) required by the Company 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, I-Access and the Company that I am/we are the registered holder(s) of the Convertible Notes specified in this BLUE Form of Convertible Notes Offer Acceptance. I/we have the full right, power and authority to sell and pass the title and ownership of my/our Convertible Notes to the Offeror by way of acceptance of the Convertible Notes Offer.
6. I/We warrant to the Offeror, I-Access and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of the Convertible Noteholders to accept the Convertible Notes 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, I-Access 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 of the Convertible Noteholders maintained by the Company in connection with my/our acceptance of the Convertible Notes Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this BLUE Form of Convertible Notes Offer Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Convertible Notes sold to the Offeror by way of acceptance of the Convertible Notes Offer will be registered under the name of the Offeror or its nominee.

本藍色可換股票據要約接納表格乃重要文件，閣下須即時處理。

閣下如對本藍色可換股票據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票據全部售出或以其他方式轉讓，應立即將本藍色可換股票據要約接納表格連同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。

一通正代表要約人提出可換股票據要約。向登記地址位於香港境外司法權區之可換股票據持有人提出可換股票據要約或會被禁止或受到有關司法權區之法例及規例影響。身為香港境外司法權區公民或居民或國民的海外可換股票據持有人應取得任何相關適用法律或規管規定的資訊，並予以遵守，如有需要尋求有關可換股票據要約的法律意見。閣下有責任就此確保本身完全遵守與接納可換股票據要約之有關司法權區的法例及規例，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及規管規定，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、其一致行動人士、本公司、富域資本、一通、過戶登記處或任何彼等各自之最終實益擁有人、董事、高級職員、代理人、顧問及聯繫人或任何其他參與可換股票據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。閣下接納可換股票據要約，即構成閣下向要約人、一通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票據要約及其任何修訂，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。

本藍色可換股票據要約接納表格應連同綜合文件一併閱覽。

#### 本藍色可換股票據要約接納表格之填寫方法

可換股票據要約為有條件。可換股票據持有人於填妥本藍色可換股票據要約接納表格前務請先閱讀綜合文件。閣下如欲接納一通代表要約人提出之可換股票據要約，應填妥及簽署本藍色可換股票據要約接納表格背頁，連同閣下欲接納可換股票據要約之可換股票據本金額之相關證書及/或其他所有權文件(及/或本公司任何就此所需之一份或多份令人信納之彌償保證以及其他文件)，一併以郵寄或專人送交方式盡快送抵本公司，地址為香港灣仔摩理臣山道38號文華商業大廈3樓(信封面須註明「新威國際—可換股票據要約」)，無論如何不得遲於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。綜合文件附錄一之條文已載入並構成本藍色可換股票據要約接納表格之一部份。

#### 可換股票據要約之藍色可換股票據要約接納表格

致：要約人及一通

1. 本人/吾等一經簽立本藍色可換股票據要約接納表格(不論藍色可換股票據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：

- 本人/吾等按綜合文件及本藍色可換股票據要約接納表格所述代價，按照並遵守當中所述條款及條件，就本藍色可換股票據要約接納表格所註明之可換股票據本金額，不可撤回地接納綜合文件所載由一通代表要約人提出之可換股票據要約；
- 本人/吾等不可撤回地指示及授權要約人及/或一通或彼等各自之代理，各自就本人/以吾等根據可換股票據要約之條款應得之現金代價(減本人/吾等就本人/吾等接納可換股票據要約應付之賣方從價印花稅)以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後於(i)自本公司接獲一切有關文件致使可換股票據要約項下之接納為完整及有效且符合收購守則規則30.2註釋1之日及(ii)該等要約在各方面成為或宣佈成為無條件當日(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；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票據持有人名冊所示地址寄予本人/吾等或吾等當中名列首位者(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票據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) .....

- 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/吾等根據可換股票據要約提交接納之可換股票據轉讓予要約人或其可能指定之有關人士，該等可換股票據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附帶之一切權利；
- 本人/吾等同意追認要約人及/或一通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；及
- 本人/吾等不可撤回地指示及授權要約人及/或一通或彼等其中一方可能就此指定之人士各自代表本人/吾等以根據可換股票據要約出售可換股票據之賣方身份，訂立及簽署香港法例第117章印花稅條例所規定須訂立及簽署之買賣單據及/或其他文件，並根據該條例規定在本藍色可換股票據要約接納表格加蓋印章及背書證明。

2. 本人/吾等明白本人/吾等接納可換股票據要約將被視為構成本人/吾等向要約人及一通保證本藍色可換股票據要約接納表格所註明可換股票據本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. 倘按可換股票據要約之條款本人/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/吾等可換股票據之相關證書及/或本公司其他所有權文件(及/或本公司任何就此所需之一份或多份令人信納之彌償保證以及其他文件)連同已正式註銷之本藍色可換股票據要約接納表格以平郵方式一併寄予上述第1(b)段所列之人士及地址；如未有列明姓名及地址，則按本人/吾等在本公司之可換股票據持有人名冊所示地址寄予本人/吾等或吾等當中名列首位者(如屬聯名登記持有人)，郵誤風險概由本人/吾等承擔。

附註：若閣下於接納可換股票據要約時提交過戶收據，而與此同時任何要約人及/或一通或彼等之任何代理已代表閣下向本公司領取有關可換股票據相關證書，則閣下將獲發還可換股票據相關證書，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票據之相關證書及/或其他所有權文件(及/或本公司就此任何所需之一份或多份令人信納之彌償保證以及其他文件)，由閣下按可換股票據要約之條款及條件予以保存。本人/吾等明白任何交回之藍色可換股票據要約接納表格、證書及/或過戶收據(如適用)及/或其他所有權文件(及/或本公司任何就此所需之一份或多份令人信納之彌償保證以及其他文件)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、一通及本公司保證及聲明，本人/吾等為本藍色可換股票據要約接納表格所註明可換股票據之登記持有人。本人/吾等有十足權利、權力及授權以接納可換股票據要約之方式，向要約人出售及移交本人/吾等之可換股票據之所有權及擁有權。

6. 本人/吾等向要約人、一通及本公司保證，本人/吾等已遵守本人/吾等於可換股票據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票據要約及其任何修訂；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、一通及本公司保證，本人/吾等須就支付本人/吾等於可換股票據持有人名冊所示地址所在司法權區關於本人/吾等接納可換股票據要約應付之任何轉讓費或其他稅項或徵費承擔全部責任。

8. 本人/吾等知悉，除綜合文件及本藍色可換股票據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/吾等以接納可換股票據要約之方式向要約人出售之可換股票據將以要約人或其代名人義登記。

## PERSONAL DATA

### Personal Information Collection Statement

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

#### 1. Reasons for the collection of your personal data

To accept the Convertible Notes Offer for your Convertible Notes, 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 Convertible Notes Offer. It is important that you should inform the Offeror and/or I-Access and/or the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide on this **BLUE** Form of Convertible Notes 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 **BLUE** Form of Convertible Notes Offer Acceptance and the Composite Document;
- registering transfer of the Convertible Notes out of your name(s);
- maintaining or updating the relevant register of Convertible Noteholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or I-Access and/or the Company and/or their respective agents, officers, advisers and the Registrar;
- compiling statistical code information and Convertible Noteholders profiles;
- establishing benefit entitlements of the Convertible Noteholders;
- 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, I-Access, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or I-Access and/or the Company to discharge their obligations to the Convertible Noteholders and/or regulators, and any other purpose to which the Convertible Noteholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

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

- the Offeror, I-Access, the Company and/or their agents, officers and advisors and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or I-Access and/or the Company and/or the Registrar, in connection with the operation of their business;
- the Stock Exchange, the SFC and any regulatory 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 I-Access and/or the Company and/or the Registrar considers to be necessary or desirable in the circumstances.

#### 4. Retention of Personal Data

The Offeror, I-Access, the Company and the Registrar 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 and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or I-Access and/or the Company and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or I-Access and/or the Company 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 the Offeror and/or I-Access and/or the Company and/or the Registrar (as the case may be).

**BY SIGNING THIS FORM, 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、一通、本公司及過戶登記處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票據而接納可換股票據要約，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票據要約應得之代價。如所提供之資料有任何不準確，閣下須即時知會要約人及/或一通及/或本公司及/或過戶登記處。

#### 2. 用途

閣下於本藍色可換股票據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藍色可換股票據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票據轉讓；
- 保存或更新有關可換股票據持有人之名冊；
- 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/或一通及/或本公司及/或彼等各自之代理、高級職員、顧問及過戶登記處之通訊；
- 編製統計代碼資料及可換股票據持有人之資料；
- 確立可換股票據持有人之獲益權利；
- 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、一通、本公司及/或過戶登記處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/或以便要約人及/或一通及/或本公司履行彼等對要約可換股票據持有人及/或監管機構的責任及要約可換股票據持有人不時同意或知悉的任何其他用途。

#### 3. 轉交個人資料

本藍色可換股票據要約接納表格提供之個人資料將會保密，惟要約人及/或一通及/或本公司及/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、一通、本公司及/或彼等之代理、高級職員、顧問及過戶登記處；
- 向要約人及/或一通及/或本公司及/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；
- 聯交所、證監會及任何監管或政府機構；
- 與閣下進行交易或建議進行交易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/或一通及/或本公司及/或過戶登記處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、一通、本公司及過戶登記處將按收集個人資料所需的用途保留本表格提供的個人資料。無需保留的個人資料將會根據條例銷毀或處理。

#### 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/或一通及/或本公司及/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，要約人及/或一通及/或本公司及/或過戶登記處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，須提交予要約人及/或一通及/或本公司及/或過戶登記處(視情況而定)。

閣下一經簽署本表格即表示同意上述所有條款。