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Unless the context otherwise requires, terms used in this **BLUE** Form of Acceptance shall bear the same meanings as those defined in the offer document dated 27 November 2014 (the “Offer Document”) issued by the Offeror.

除文義另有所指外，本藍色接納表格所用詞彙與要約人於二零一四年十一月二十七日刊發之要約文件(「要約文件」)所界定者具有相同涵義。

**BLUE FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE CB Offer.**

閣下如欲接納可換股債券要約，請使用本藍色接納及過戶表格。



**ZMFY Automobile Glass Services Limited**  
**正美豐業汽車玻璃服務有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*  
(於開曼群島註冊成立之有限公司)  
(Stock Code: 8135)  
(股份代號：8135)

**BLUE FORM OF ACCEPTANCE AND TRANSFER**  
**OF THE CONVERTIBLE BOND ISSUED BY ZMFY AUTOMOBILE GLASS SERVICES LIMITED**  
**正美豐業汽車玻璃服務有限公司**  
**發行之可換股債券之藍色接納及過戶表格**  
**To be completed in full 每項均須填妥**

CB Receiving Agent: Xinyi Group (Glass) Company Limited  
3/F, Harbour View 2, 16 Science Park East Avenue, Phase 2 Hong Kong Science Park, Pak Shek Kok, Tai Po, New Territories, Hong Kong

可換股債券收款代理：信義集團(玻璃)有限公司  
香港新界大埔白石角香港科學園2期科技大道東16號海濱大樓2座3樓

Note:  
You must insert the face value of the Convertible Bond for which the CB Offer is accepted.

附註：  
閣下必須填上接納可換股債券收購建議之可換股債券面值。

**FOR THE CONSIDERATION** stated below the “Transferor(s)” named below hereby accepts the CB Offer in respect of the Convertible Bond held by the Transferor(s) specified below and transfers to the Transferee such Convertible Bond subject to the terms and conditions contained herein and in the accompanying Offer Document.

下述「轉讓人」謹此接納可換股債券要約，按下列代價向承讓人轉讓以下註明轉讓人所持有之可換股債券，惟須遵守本表格及隨附之要約文件內之條款及條件。

|   |  |                   |
|---|--|-------------------|
| Face value of Convertible Bond to which this acceptance relates<br>是項接納涉及之可換股債券面值)  | AMOUNT 金額  | WORDS 大寫          |
| Convertible Bond certificate number(s)<br>可換股債券證書號碼   |  |                   |
| Transferor(s) name(s) and address(es) in full<br>轉讓人 全名及地址<br>(EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS)<br>(請用打字機或正楷填寫) | Family name(s)/Company name(s)<br>姓氏／公司名稱  | Forename(s)<br>名字 |
|   | Registered address<br>登記地址   |                   |
|   | Telephone number<br>電話號碼   |                   |
| CONSIDERATION<br>代價   | HK\$0.5846 in cash for each HK\$1 face value of the Convertible Bond<br>就每1港元面值之可換股債券之代價為現金0.5846 港元   |                   |
| TRANSFEEE<br>承讓人  | Name:<br>名稱: Xinyi Automobile Glass (BVI) Company Limited<br>Xinyi Automobile Glass (BVI) Company Limited<br>Correspondence:<br>3/F, Harbour View 2, 16 Science Park East Avenue, Phase 2<br>Address<br>Hong Kong Science Park, Pak Shek Kok, Tai Po, New Territories, Hong Kong<br>通訊地址: 香港新界大埔白石角香港科學園2期科技大道東16號海濱大樓2座3樓<br>Occupation:<br>Corporation<br>職業: 公司 |                   |

Signed by or for and on behalf of the Transferor(s) in the presence of:  
轉讓人在下列見證人見證下簽署：

Signature of witness  
見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

**ALL JOINT  
HOLDERS OF THE  
CONVERTIBLE  
BOND MUST  
SIGN HERE**  
所有可換股債券  
聯名持有人均須  
於本欄簽署

Signature(s) of Transferor(s)  
轉讓人簽署

Date of submission of this Blue Form of Acceptance  
提交本藍色接納表格之日期

|   |   |
|---|---|
| Signed by the Transferee in the presence of:<br>承讓人在下列見證人見證下簽署：<br>Signature of Witness 見證人簽署 | <b>Do not complete 請勿填寫本欄</b><br>For and on behalf of<br>代表<br>Xinyi Automobile Glass (BVI) Company Limited<br>Xinyi Automobile Glass (BVI) Company Limited |
| Name of Witness 見證人姓名   |   |
| Address of Witness 見證人地址  | Authorised Signatory(ies)<br>授權簽署人  |
| Occupation of Witness 見證人職業   |   |
| Date of transfer 過戶日期   | Signature of Transferee or its duly authorised agent(s)<br>承讓人或其正式授權代理人簽署   |

**THIS BLUE FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to any aspect of this BLUE Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Convertible Bond, you should at once hand this BLUE Form of Acceptance and the Offer Document to the purchaser(s) or transferee(s), 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).

Optima Capital is making the CB Offer on behalf of the Offeror. The making of the CB Offer to persons with a registered address in jurisdiction outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdiction. The ZMFY CB Holder(s) who is(are) are citizens or residents or nationals of jurisdictions outside Hong Kong should obtain appropriate legal advice on, inform themselves about and observe any applicable legal requirement. It is the responsibility of each ZMFY CB Holder who wishes to accept the CB Offer to satisfy himself/herself/itself 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, the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due by him/her/it in respect of such jurisdiction. Any such overseas ZMFY CB Holder will be responsible for any such issue, transfer, or other taxes by whomsoever payable and the Offeror, Optima Capital and any person acting on his/her/its behalf shall be entitled to be fully indemnified and held harmless by such overseas ZMFY CB Holder for any such issue, transfer or other taxes as such person may be required to pay. Acceptance of the CB Offer by you will constitute a warranty by you to the Offeror and ZMFY that you are permitted under all applicable laws to accept the CB Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the CB Offer.

This BLUE Form of Acceptance should be read in conjunction with the accompanying Offer Document.

#### HOW TO COMPLETE THIS BLUE FORM OF ACCEPTANCE

ZMFY CB Holder(s) is (are) advised to read the Offer Document before completing this BLUE Form of Acceptance. To accept the CB Offer made by Optima Capital on behalf of the Offeror, you should complete and sign this BLUE Form of Acceptance overleaf and forward this entire form, together with the relevant Convertible Bond certificate(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the face value of the Convertible Bond in respect of which you wish to accept the CB Offer, by post or by hand, marked "ZMFY Automobile Glass Services Limited – CB Offer" on the envelope, to the **CB Receiving Agent at 3/F, Harbour View 2, 16 Science Park East Avenue, Phase 2 Hong Kong Science Park, Pak Shek Kok, Tai Po, New Territories, Hong Kong as soon as practicable, but in any event so as to reach the CB Receiving Agent by no later than 4:00 p.m. on Monday, 29 December 2014 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 Offer Document are incorporated into and form part of this BLUE Form of Acceptance.

#### BLUE FORM OF ACCEPTANCE IN RESPECT OF THE CB Offer

**To: The Offeror and Optima Capital**

1. My/Our execution of this BLUE Form of Acceptance shall be binding on my/our successors and assignees, and shall constitute:
- (a) my/our irrevocable acceptance of the CB Offer made by Optima Capital on behalf of the Offeror, as contained in the Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the face value of Convertible Bond specified in this BLUE Form of Acceptance;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital 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 (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance 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 or the first-named of us (in the case of joint registered holders) at the address as shown in the register of ZMFY CB Holder(s) within 7 Business Days following the later of the date on which the CB Offer becomes or is declared unconditional and the date of receipt of all the relevant documents by the CB Receiving Agent 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 Bond or the firstnamed of joint registered holders.)*

**Name:** (in block capitals) .....

**Address:** (in block capitals) .....

- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Convertible Bond to be sold by me/us under the CB Offer and to cause the same to be stamped and to cause an endorsement to be made on this BLUE Form of Acceptance in accordance with the provisions of that Ordinance;
  - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital and/or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the CB 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/our Convertible Bond tendered for acceptance of the CB Offer with effect thereon;
  - (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Convertible Bond 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, options, adverse interests and encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date on which the CB Offer is made or subsequently becoming attached to it and that by accepting the CB Offer, I/we surrender to ZMFY all of my/our existing rights, if any, in respect of the Convertible Bond; and
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Optima Capital 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 Optima Capital that (i) the face value of Convertible Bond specified in this BLUE Form of Acceptance are sold free from all third party rights, liens, claims, charges, equities, options, adverse interests and encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date on which the CB Offer is made or subsequently becoming attached to it and that by accepting the CB Offer, I/we surrender to ZMFY all of my/our existing rights, if any, in respect of the Convertible Bond; and (ii) I/we have not taken or omitted to take any action which will or may result in ZMFY, the Offeror, Optima Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the CB Offer or my/our acceptance thereof, and it is permitted under all applicable laws to receive and accept the CB Offer, and any revision thereof, and the transfer of the Convertible Bond to which this acceptance relates and that such acceptance and transfer is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid 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 Convertible Bond certificate(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this BLUE Form of 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 ZMFY CB Holder(s).
4. I/We enclose the relevant Convertible Bond certificate(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/our holding of the relevant Convertible Bond 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 BLUE Form of Acceptance, Convertible Bond 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 represent and warrant to the Offeror, Optima Capital and ZMFY that I am/we are the ZMFY CB Holder(s) of the face value of Convertible Bond specified in this BLUE Form of Acceptance. I/we have the full right, power and authority to sell and pass the title and ownership of my/our Convertible Bond to the Offeror by way of acceptance of the CB Offer.
6. I/We warrant to the Offeror, Optima Capital and ZMFY that I/we have satisfied the laws of the jurisdiction where my/our address is located as set out in the register of ZMFY CB Holder(s) in connection with my/our acceptance of the CB 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 regulatory or legal requirements.
7. I/We warrant to the Offeror, Optima Capital and ZMFY that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of ZMFY CB Holder(s) in connection with my/our acceptance of the CB Offer.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this BLUE Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Convertible Bond sold to the Offeror by way of acceptance of the CB Offer will be registered under the name of the Offeror or its nominee.

本藍色接納表格乃重要文件，請立即處理。閣下如對本藍色接納表格任何方面或應採取之行動有任何疑問，應諮詢持牌證券商或註冊證券商、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轉讓，應立即將本藍色接納表格連同要約文件一併送交買主或承讓人，經手買賣或轉讓之持牌證券商、註冊證券商或其他代理，以便轉交買主或承讓人。

創越融資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的人士提呈可換股債券要約，或會受到有關司法權區的法例禁止或影響。倘正美豐業可換股債券持有人為香港境外司法權區的公民或居民或國民，應自行取得適當法律意見及全面了解及遵守任何適用法律規定。各正美豐業可換股債券持有人如欲接納可換股債券要約，須自行全面遵守有關司法權區在此方面的法例，包括其須有有關司法權區獲得任何可能需要的政府、外匯管制或其他方面的許可，遵守其他必須的正式手續或法律規定，及支付任何過戶費用或其他稅項。任何該等海外正美豐業可換股債券持有人將負責支付任何人士所應付的任何上述發行稅、轉讓稅或其他稅項，而要約人、創越融資及任何代表彼等行事的人士均有權獲悉數彌償及毋須就該等海外正美豐業可換股債券持有人可能須支付的任何上述發行稅、轉讓稅或其他稅項承擔任何責任。閣下接納可換股債券要約，將構成閣下向要約人及正美豐業作出保證，閣下根據一切適用法例獲准接納可換股債券要約及任何有關修訂，而有關接納根據所有適用法例為有效及具約束力。建議閣下就是否接納可換股債券要約尋求專業意見。

本藍色接納表格應連同隨附之要約文件一併閱覽。

#### 本藍色接納表格之填寫方法

正美豐業可換股債券持有人於填寫本藍色接納表格前務須細閱要約文件。閣下如欲接納創越融資代表要約人提出之可換股債券要約，應填妥及簽署本藍色接納表格背頁，連同閣下欲接納可換股債券要約之可換股債券面值之相關證書及／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）（信封面須註明「正美豐業汽車玻璃服務有限公司－可換股債券要約」），於實際可行情況下盡快郵寄或專人送交可換股債券收款代理（地址為香港新界大埔白石角香港科學園2期科技大道東16號海濱大樓2座3樓），惟無論如何須於二零一四年十二月二十九日（星期一）下午四時正或要約人根據收購守則可能決定及公佈之較後時間及／或日期前送達。要約文件附錄一所載之條文納入本藍色接納表格並構成其中部份。

#### 可換股債券要約之藍色接納表格

##### 致：要約人及創越融資

- 本人／吾等一經簽立本藍色接納表格，本人／吾等之承繼人及受讓人將受此約束，並表示：
  - 本人／吾等按要約文件及本藍色接納表格所述代價，按照並遵守當中所述條款及條件，就本藍色接納表格所註明之可換股債券面值，不可撤回地接納要約文件所載由創越融資代表要約人提出之可換股債券要約；
  - 本人／吾等不可撤回地指示及授權要約人及／或創越融資或彼等各自之代理，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（扣除本人／吾等就接納可換股債券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，然後於可換股債券要約成為或宣佈成為無條件及可換股債券收款代理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（以較後者為準）起計7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，則按本人在正美豐業可換股債券持有人名冊所示地址，寄予本人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）.....
  - 本人／吾等不可撤回地指示及授權要約人及／或創越融資及／或彼等其中一方可能就此指定之人士，代表本人／吾等以根據可換股債券要約出售可換股債券之賣方身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並根據該條例規定安排在本藍色接納表格加蓋印花及背書證明；
  - 本人／吾等不可撤回地指示及授權要約人及／或創越融資及／或彼等其中一方可能指定之人士，各自代表本人／吾等就本人／吾等接納可換股債券要約填妥、修訂及簽署任何文件，以及就此辦理任何其他必需或權宜之行動，將本人／吾等提交接納可換股債券要約之可換股債券轉歸要約人及／或其可能指定之有關人士所有；
  - 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，以進一步保證將本人／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、選擇權、反向權益及產權負擔，並連同於作出可換股債券要約當日或之後累算或附帶或隨後累算或附帶之一切權利，在接納可換股債券要約後，本人／吾等向正美豐業交回本人／吾等一切有關可換股債券的現有權利（如有）；及
  - 本人／吾等同意追認要約人及／或創越融資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／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／吾等向要約人及創越融資保證(i)本藍色接納表格所註明可換股債券面值均在不附帶一切第三方權利、留置權、申索權、押記、衡平權、選擇權、反向權益及產權負擔下，連同於作出可換股債券要約當日或之後累算或附帶或隨後累算或附帶之一切權利出售，在接納可換股債券要約後，本人／吾等向正美豐業交回本人／吾等一切有關可換股債券的現有權利（如有）；及(ii)本人／吾等並無採取或不採取任何行動而將或可能致使正美豐業、要約人、創越融資或任何其他人士違反任何地區與可換股債券要約或本人／吾等的接納有關之法律或監管規定，且彼根據所有適用法例獲准收取及接納可換股債券要約（及其任何修訂），以及該接納有關之可換股債券過戶文件，而根據所有適用法例，該接納及轉讓均屬有效及具有約束力。
- 倘按可換股債券要約之條款本人／吾等之接納屬無效，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／吾等之相關可換股債券證書及／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藍色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，或如未有列明姓名及地址，則按本人在正美豐業可換股債券持有人名冊所示地址寄予本人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。
- 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藍色接納表格、可換股債券證書及／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／吾等亦了解以平郵方式寄發所有文件之一切郵誤風險概由本人／吾等自行承擔。
- 本人／吾等向要約人、創越融資及正美豐業聲明及保證，本人／吾等為本藍色接納表格所註明可換股債券面值之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。
- 本人／吾等向要約人、創越融資及正美豐業保證，本人／吾等已遵守本人／吾等地址所在司法權區（如正美豐業可換股債券持有人名冊所載）關於本人／吾等接納可換股債券要約方面之法例，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登記或存檔，及辦理一切必須之手續或遵守監管或法律規定。
- 本人／吾等向要約人、創越融資及正美豐業保證，本人／吾等將負責支付本人／吾等地址所在司法權區（如正美豐業可換股債券持有人名冊所載）關於本人／吾等在接納可換股債券要約時應付之任何轉讓稅或其他稅項或徵費。
- 本人／吾等知悉，除要約文件及本藍色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。
- 本人／吾等知悉，本人／吾等以接納可換股債券要約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義登記。



## PERSONAL DATA

### Personal Information Collection Statement

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”) came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Optima Capital and the CB Receiving Agent in relation to personal data and the Ordinance.

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

To accept the CB Offer for your Convertible Bond, 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 is important that you inform the Offeror, Optima Capital, ZMFY and/or the CB Receiving Agent immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide in 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 form and the Offer Document;
- registering transfers of the Convertible Bond out of your name;
- maintaining or updating the relevant register of holders of the Convertible Bond;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the CB Offer;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and the CB Receiving Agent;
- compiling statistical information and ZMFY CB Holder(s) 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 ZMFY or the CB Receiving Agent; and

- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Optima Capital and/or ZMFY and/or the CB Receiving Agent to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or Optima Capital and/or ZMFY and/or the CB Receiving Agent 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, his agent(s), such as his financial adviser and the CB Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Optima Capital and/or ZMFY and/or the CB Receiving Agent, in connection with the operation of its business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror, Optima Capital, ZMFY or the CB Receiving Agent considers to be necessary or desirable in the circumstances.

#### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Optima Capital, ZMFY or the CB Receiving Agent holds 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, Optima Capital, ZMFY and the CB Receiving Agent 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, Optima Capital, ZMFY or the CB Receiving Agent (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

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關於約人、創越融資及可換股債券收款代理有關個人資料及該條例之政策及慣例。

#### 1. 收集閣下個人資料之原因

如閣下就本身之可換股債券接納可換股債券要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約人、創越融資、正美豐業及／或可換股債券收款代理。

#### 2. 用途

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

- 處理閣下之接納及核實或遵循本表格及要約文件載列之條款及申請手續；
- 登記以閣下名義轉讓股份；
- 保存或更新有關股份持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據可換股債券要約有權取得的配額；
- 自要約人及／或其附屬公司或代理(例如財務顧問及可換股債券收款代理)收取通信；
- 編製統計資料及正美豐業可換股債券持有人簡歷；
- 按法例、規則或規例(無論法定或以其他方式)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人或正美豐業或可換股債券收款代理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／或創越融資及／或正美豐業及／或可換股債券收款代理履行彼等對股東及／或監管機構的責任及股東可能不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人及／或創越融資及／或正美豐業及／或可換股債券收款代理為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人或其代理，例如其財務顧問及可換股債券收款代理；
- 向要約人及／或創越融資及／或正美豐業及／或可換股債券收款代理就其業務經營提供行政、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；
- 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人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約人、創越融資、正美豐業或可換股債券收款代理認為必需或適當情況下之任何其他人士或機構。

#### 4. 存取及更正個人資料

根據該條例之規定，閣下可確認要約人、創越融資、正美豐業或可換股債券收款代理是否持有閣下之個人資料，並索取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約人、創越融資、正美豐業及可換股債券收款代理可就索取任何資料之要求收取合理手續費。存取資料或更正資料或索取有關政策及慣例以及所持資料類別之所有要求，須提交要約人、創越融資、正美豐業或可換股債券收款代理(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。**