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uns form, make in representation as to its accuracy or completeness and expressly distant any national what does now solver ansing non-or in remaine upon the whole of any part of the contents of this form. 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 表格全部或任何部分內容而產生或因依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 WHITE 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,本白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。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER. 閣下如欲接納股份要約,請使用本接納及過戶表格。



正美主业 **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) (於開曼群鳥註冊成立之有限公司) (Stock Code: 8135) (股份代號: 8135) FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF ZMFY AUTOMOBILE GLASS SERVICES LIMITED 正美豐業汽車玻璃服務有限公司 已發行股本中每股面值0.01港元普通股之接納及過戶表格 To be completed in full 每項均須填妥 Receiving Agent: Tricor Investor Services Limited Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong 卓佳證券登記有限公司 香港皇后大道東183 號合和中心22 樓 收款代理: FOR THE CONSIDERATION stated below the "ZMFY Shareholder(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the ZMFY Shareholder(s) specified below subject to the terms and conditions contained herein and in the Offer Document. 下述「正美豐業股東」講此按下列代價,根據本表格及要約文件載列之條款及條件,向下述「承讓人」轉讓以下註明其持有每股面值 0.01 港元之股份。 WORDS 大寫 Number of Shares FIGURES to be transferred (Note) 將予轉讓股份數目(附註) 數目 You must insert the total number of Shares for which the Share Offer is Share certificate number(s) 股票號碼 accepted. ------閣下必須填上接納股份 要約之股份總數。 Family name(s)/Company name(s) 姓氏/公司名稱 Forename(s) ZMFY Shareholder(s) 名字 name(s) and address(es) name(s) and address(es) in full 正美豐業股東全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫) Registered address 登記地址 Telephone number 電話號碼 CONSIDERATION HK\$0.65 in cash for each Share 每股股份現金 0.65 港元 代價 Xinyi Automobile Glass (BVI) Company Limited Xinyi Automobile Glass (BVI) Company Limited Name: 姓名: Amy Individual Collass (G V) Company Learning and College Col Correspondence Address: TRANSFEREE 承讓人 通訊地址: Occupation: 職業: Corporation 公司 ALL JOINT Signed by or for and on behalf of the ZMFY Shareholder(s) in the SHAREHOLDERS MUST SIGN HERE presence of: 正美豐業股東或其代表在下列見證人見證下簽署: Signature of witness 見證人簽署 所有聯名 正美豐業股東 均須於本欄 Name of witness 見證人姓名 签署 Address of witness 見證人地址 Signature(s) of ZMFY Shareholder(s) Company chop, if applicable 正美豐業股東簽署/公司印鑑(如適用) Occupation of witness 見證人職業 Date of Submission of this White Form of Acceptance and Transfer 提交本白色接納及過戶表格之日期 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 Signature of witness 見證人簽署 Xinyi Automobile Glass (BVI) Company Limited Xinyi Automobile Glass (BVI) Company Limited 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 過戶日期

Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署

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

If you have sold or transferred all your Share(s), you should at once hand this form 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 Share Offer on behalf of the Offeror. The making of the Share 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 Shareholders who 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 Shareholder who wishes to accept the Share 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 Shareholder 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 Shareholder for any such issue, transfer or other taxes as such person may be required to pay. Acceptance of the Share Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Share 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 Share Offer.

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

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

ZMFY Shareholders are advised to read this form in conjunction with the Offer Document before completing this form. To accept the Share Offer made by Optima Capital on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.65 per Share, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "Share certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Share Offer, by post or by hand, to the Receiving Agent, Tricor Investor Services Limited, marked "ZMFY Automobile Glass Services Limited – Share Offer" on the envelope as soon as possible, but in any event so as to reach the Receiving Agent at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong by not later than 4:00 p.m. on Monday, 29 December, 2014 (Hong Kong time) 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 to the Offer Document are incorporated into and form part of this WHITE Form of Acceptance.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: The Offeror and Optima Capital

- 1. My/Our execution of this form overleaf (whether or not such form is dated) shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our irrevocable acceptance of the Share 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 number of Shares specified in this form or, if no such number is specified or a number is excess of my/our registered holding of Shares is, specified, in respect of all such Shares as to which I/we am/are the registered ZMFY Shareholder;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital and/or any of their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Receiving Agent and to authorise and instruct the Receiving Agent to hold such Share certificate(s) and subject to the terms and conditions of the Share Offer, as if it was/they were Share certificate(s) delivered to them together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital or any of 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 Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer), by ordinary post at my/our risk to the person named at 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 ZMFY Shareholders) at the registered address shown in the register of members of ZMFY as soon as possible but in any event within 7 Business Days following the later of the date on which the Offers become or are declared unconditional in all respects and the date of receipt of this completed form and all the relevant documents (which should be received no later than 4:00 p.m. on the closing date or such later time and date as determined and announced by the Offeror with the consent of the Executive) by the Receiving Agent from me accepting the Share Offer;

(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered ZMFY Shareholder or the first-named of joint registered ZMFY Shareholders.)

Name: (in block capitals) ...

Address: (in block capitals).

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital or such person or persons as any of them may direct for the purpose, on my/ our behalf, to make, execute and deliver 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 Shares to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the memorandum of association of ZMFY and to make endorsement on it under that Ordinance;
- (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Shares to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date on which the Share Offer is made, in respect of the Shares tendered pursuant to the Share Offer; and
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Optima Capital or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
- 2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us that all Shares sold by me/us under the Share Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances whatsoever and together with all rights attaching or accruing thereto, including without limitation the right to receive all dividends and/or other distributions declared, made or paid, if any, on or after the date on which the Share Offer is made.
- 3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror absolutely by way of acceptance of the Share Offer.
- 4. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and required you to return to me/us my/our Share certificate(s), and/or transfer receipt(s) and/ or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered ZMFY Shareholders) at the registered address shown in the register or branch register of ZMFY.

Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or Optima Capital or any of their respective agent(s) from ZMFY or the Registrar on your behalf upon your acceptance of the Share Offer, you will be returned such Share certificate(s) in lieu of the transfer receipt(s).

- 5. 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 stated in the register of members of ZMFY in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
- 6. 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 by me/us in respect of the jurisdiction where my/our address is located as set out in the register of members of ZMFY.
- 7. I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any form of acceptance and transfer, Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
- 8. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee.
- 9. I/We acknowledge that, save as expressly provided in the Offer Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.

本表格乃重要文件,請即處理。如 閣下對本表格任何方面或應採取之行動有任何疑問,應諮詢持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已售出或轉讓所有名下之股份,應立即將本表格連同要約文件,送交買主或承讓人,或經手買賣或轉讓之持牌證券交易商、註冊證券機構或 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股份要約。向登記地址位於香港境外司法權區的人士提呈股份要約,或會受到有關司法權區的法例禁止或影響。倘正美 豐業股東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。各正美豐業股東如欲接納股份 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税項。任何該等海外正美豐業股東將負責支付任何人士所應付的任何上述發行税、轉讓税或 其他税項,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股東可能須支付的任何上述發行税、轉讓 税或其他税項承擔任何責任。 閣下接納股份要約,即被視作表示 閣下保證 閣下根據所有適用法例獲准收取及接納股份要約(包括任何有關修 訂),而有關接納根據所有適用法例為有效及具約束力。 閣下應就決定是否接納股份要約諮詢專業意見。

本白色接納表格應連同隨附之要約文件一併閲覽。

本接納表格填寫方法

正美豐業股東務請先閱讀本表格及要約文件後始填寫本表格。如欲接納創越融資代表要約人以現金每股股份0.65港元之價格收購 閣下所持股份提 出之股份要約, 閣下應填妥及簽署背頁之表格,然後將整份表格並連同就不少於 閣下有意接納股份要約之股份數目之有關股票(「股票」)及/或過 戶收據及/或任何其他所有權文件(及/或就此所需任何滿意彌償保證),盡快郵寄或親自交回收款代理卓佳證券登記有限公司,地址為香港灣仔皇 后大道東183號合和中心22樓,信封上註明「正美豐業汽車玻璃服務有限公司-股份要約」,惟無論如何不得遲於二零一四年十二月二十九日(星期 一)下午四時正(香港時間)前(或要約人可能根據收購守則決定及公佈之較後時間及/或日期)交回收款代理。要約文件附錄一所載之條文納入本**白色** 接納表格並構成其中部份。

股份要約之接納及過戶表格

致: 要約人及創越融資

- 1. 本人/吾等一經簽署本表格之背頁(無論該表格是否已註明日期),本人/吾等之承繼人及受讓人將受此約束,並表示:
 - (a) 本人/吾等就本表格上所註明數目之股份,按及受制於要約文件及本表格所載代價與有關條款及條件,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股份要約,或倘無註明有關數目或數目超出本人/吾等登記持有之股份,則為本人/吾等作為登記正美 豐業股東所持有之全部股份;
 - (b) 本人/吾等不可撤回地指示及授權要約人及/或創越融資及/或其各自之代理,各自代表本人/吾等向股份過戶登記處領取本人/吾等根據隨附經本人/吾等簽妥之過戶收據及/或其他所有權文件(如有)(及/或就此所需任何滿意彌償保證)及憑此將獲發行之股份之股票,並將有關股票送交收款代理,且授權及指示收款代理依照及根據股份要約之條款及條件持有該等股票,猶如該等股票為連同本表格一併送交彼等之股票;
 - (c) 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,就本人/吾等根據股份要約之條款應得之現金代價(扣除本人/吾等就接納股份要約應付之所有賣方從價印花税),以「不得轉讓一只准入抬頭人賬戶」方式向本人/吾等開出劃線支票,儘快郵寄至下文所列人士及地址(如未有於下欄填上姓名及地址,則按正美豐業股東名冊所列之登記地址郵寄予本人或(倘屬聯名登記正美豐業股東)吾等中排名首位者),郵誤風險概由本人/吾等承擔,惟無論如何須於要約在各方面成為或被宣佈為無條件之日或收款代理收訖本人已填妥之本表格及所有相關文件(最遲須於截止日期下午四時正或要約人獲得執行人員同意後可能決定及公佈之較後時間及日期前收到有關文件)表示接納股份要約之日(以兩者中之較後日期為準)後7個營業日內;

(附註:如收取支票之人士並非登記正美豐業股東或名列首位之聯名登記正美豐業股東,則請在本欄填上該名人士之姓名及地址。)

姓名:(請用正楷填寫)......

地址: (請用正楷填寫).....

- (d) 本人/吾等不可撤回地指示及授權要約人及/或創越融資或任何其可能指定之人士,各自代表本人/吾等以根據股份要約出售股份賣 方之身份,訂立、簽署及交付香港法例第117章印花税條例第19(1)條所規定須訂立及簽立之買賣單據,並按該條例之規定繳付印花税 及安排在本表格背書證明以及以聯交所指定可能對根據正美豐業組織章程大綱有效轉讓該等股份而屬必要之形式訂立、簽署及交付任 何其他文件或文據,並按該條例背書證明;
- (e) 本人/吾等承諾於必需或適當時簽立相關文件及辦理相關手續及事項,以確保就根據股份要約交出之股份轉讓予要約人或其可能指定人士之股份,概不附帶任何留置權、抵押、選擇權、申索、衡平權、不利權益、第三方權利或產權負擔之限制,連同應有或附帶之一切權利,包括(但不限於)收取於作出股份要約日期或之後所宣派、作出或派付之所有股息及分派(如有)之權利;及
- (f) 本人/吾等同意追認要約人或創越融資或其任何代理或可能指定之人士,各自於行使本表格所載任何授權時所作出或進行之任何行動 或事宜。
- 2. 本人/吾等明白,本人/吾等接納股份要約將被視為表示本人/吾等保證本人/吾等根據股份要約出售之股份不附有任何第三方權利、留置 權、抵押、衡平權、選擇權、申索、不利權益及任何形式之產權負擔,且連同該等股份所附帶或累計之一切權利一併出售,包括但不限於在 作出股份要約日期或之後就股份宣派、作出或派付之所有股息及/或其他分派(如有)之權利。
- 3. 本人/吾等謹此向 閣下保證及聲明,本人/吾等為本表格所列明股份之登記持有人,而本人/吾等絕對擁有全部權利、權力及權限,藉接納股份要約之方式向要約人出售及移交本人/吾等所持股份之所有權及擁有權。
- 4. 倘根據股份要約之條款,本人/吾等之接納無效或被視作無效,則上文第1段所載一切指示、授權及承諾均告終止,在此情況下,本人/吾等授權並要求 閣下將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何滿意彌償保證),連同已正式註銷之本表格以平郵方式一併寄回上述第1(c)段所指人士或,如姓名及地址欄內空白,則按正美豐業股東名冊或分冊所示登記地址寄回本人或吾等當中名列首位者(如屬聯名登記正美豐業股東),惟郵誤風險概由本人/吾等自行承擔。

附註:倘 閣下交出一份或以上過戶收據,同時於 閣下接納股份要約後,要約人及/或創越融資或其任何代理代表 閣下,向正美豐業或 股份過戶登記處領取有關股票, 閣下將獲發還股票而並非過戶收據。

- 5. 本人/吾等向要約人、創越融資及正美豐業保證,本人/吾等符合本人/吾等於正美豐業股東名冊所列地址所處司法權區內有關本人/吾等 接納股份要約之法例,包括取得符合所有必要正式手續、法律及/或監管規定所規定之一切政府、外匯管制或其他同意及任何註冊或存檔。
- 6. 本人/吾等向要約人、創越融資及正美豐業保證,本人/吾等將全面負責支付本人/吾等於正美豐業股東名冊所列地址所處司法權區之所有 應付轉讓費用或其他税項及税款。
- 7. 本人/吾等茲附上本人/吾等所持全部/部分股份之有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何滿意彌償保證),由 閣下依照及根據股份要約之條款及條件予以保存。本人/吾等明白將不會就任何接納及過戶表格、股票及/或過戶收據及/或任何 其他所有權文件(及/或就此所需任何滿意彌償保證)獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發,郵誤風險概由本人/吾等 承擔。
- 8. 本人/吾等承認透過接納股份要約而向要約人出售本人/吾等之股份,將以要約人或其代名人之名義登記。
- 9. 本人/吾等確認,除要約文件明文規定外,在此作出之所有接納、指示、授權及承諾均不得撤回。

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 Receiving Agent in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Share Offer for your Share(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 is important that you inform the Offeror, Optima Capital, ZMFY and/or the 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 Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Share Offer;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and the Receiving Agent;
- compiling statistical information and ZMFY's shareholder 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 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 Receiving Agent to discharge their obligations to the ZMFY Shareholders and/or regulators and other purpose to which the ZMFY 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 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, its agent(s), such as its financial adviser and the 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 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 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 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 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 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 閣下有關要約 人、創越融資及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 閣下就本身之股份接納股份要約, 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册;
- 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 閣下根據股份要約有權取得的配額;
- 自要約人及/或其附屬公司或代理(例如財務顧問及收款代理)收取通信;
- 編製統計資料及正美豐業股東簡歷;
- 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/或收款代理履行彼等對正 美豐業股東及/或監管機構的責任及正美豐業股東可能不時 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,例如其財務顧問及收款代理;
- 向要約人及/或創越融資及/或正美豐業及/或收款代理就 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 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 資料或家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。