Unless the context otherwise requires, terms used in this **BLUE** Form of Convertible Bonds Offer Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 5 October 2018 (the "**Composite Document**") issued jointly by CICFH Investment Management Company Limited and Starlight Culture Entertainment Group Limited.
除文義另有所指外，本**藍色**可換股債券要約接納表格所用詞彙與中投中財投資管理有限公司與星光文化娛樂集團有限公司於二零一八年十月五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 BONDS OFFER ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE CONVERTIBLE BONDS OFFER.**
**閣下如欲接納可換股債券要約，請使用本藍色可換股債券要約接納及過戶表格。**

STARLIGHT CULTURE ENTERTAINMENT

# STARLIGHT CULTURE ENTERTAINMENT GROUP LIMITED
# 星光文化娛樂集團有限公司

*(formerly known as Jimei International Entertainment Group Limited 前稱集美國際娛樂集團有限公司)*
*(Incorporated in Bermuda with limited liability)*
*(於百慕達註冊成立之有限公司)*

**(Stock Code: 1159)**
**（股份代號：1159）**

## BLUE FORM OF CONVERTIBLE BONDS OFFER ACCEPTANCE AND TRANSFER OF THE CONVERTIBLE BONDS ISSUED BY STARLIGHT CULTURE ENTERTAINMENT GROUP LIMITED
## 星光文化娛樂集團有限公司發行之可換股債券之藍色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, Starlight Culture Entertainment Group Limited
公司秘書，星光文化娛樂集團有限公司
Room 1203, 12/F. 118 Connaught Road West Hong Kong
香港干諾道西118號12樓1203室

<table>
<tr><td rowspan="8">You must insert the principal amount of the Convertible Bonds for which the Convertible Bonds Offer is accepted. (Note)<br><br>閣下必須填上接納可換股債券要約之可換股債券本金金額。（附註）</td><td colspan="3">FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accepts the Convertible Bonds Offer in respect of the Convertible Bonds held by the Transferor(s) specified below and transfers to "Transferee" such Convertible Bonds subject to the terms and conditions contained herein and in the Composite Document.<br>下述「轉讓人」謹此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，並按下列代價向下述「承讓人」轉讓相關可換股債券，惟須遵守本表格及綜合文件內之條款及條件。</td></tr>
<tr><td>Principal amount of the Convertible Bonds to which this acceptance relates<br>是項接納涉及之可換股債券本金金額</td><td>AMOUNT 金額</td><td>WORDS 大寫</td></tr>
<tr><td>Certificate number(s)<br>證書號碼</td><td colspan="2"></td></tr>
<tr><td rowspan="3">TRANSFEROR(S) name(s) and address in full<br>轉讓人全名及詳細地址<br>(EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS)<br>（請用打字機或正楷填寫）</td><td>Family name(s)/Company name(s)<br>姓氏／公司名稱</td><td>Forename(s)<br>名字</td></tr>
<tr><td colspan="2">Registered address<br>登記地址</td></tr>
<tr><td></td><td>Telephone number<br>電話號碼</td></tr>
<tr><td>CONSIDERATION<br>代價</td><td colspan="2">HK$17,872 in cash for every HK$100,000 face value of the Convertible Bonds<br>就每份面值為100,000港元之可換股債券之代價為現金17,872港元</td></tr>
<tr><td>TRANSFEREE<br>承讓人</td><td colspan="2">Name 名稱: CICFH Investment Management Company Limited 中投中財投資管理有限公司<br>Correspondence Address 通訊地址: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands<br>Occupation 職業: Corporation 法團</td></tr>
</table>

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 Bonds Offer Acceptance
提交本**藍色**可換股債券要約接納表格之日期

**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：
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 過戶日期 ______________________

For and on behalf of 為及代表
**CICFH Investment Management Company Limited**
**中投中財投資管理有限公司**

______________________
Signature of Transferee or its duly authorised agent(s)
承讓人或其正式獲授權代表簽署

*Note:* Insert the principal amount of the Convertible Bonds for which the Convertible Bonds Offer is accepted. If no principal amount is specified or a principal amount in excess of your registered holding of the Convertible Bonds is inserted and you have signed this **BLUE** Form of Convertible Bonds Offer Acceptance, you will be deemed to have accepted the Convertible Bonds Offer for your entire registered holding of the Convertible Bonds.

*附註：* 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**藍色**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。

**THIS BLUE FORM OF CONVERTIBLE BONDS 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 Bonds 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 Bonds(s), you should at once hand this BLUE Form of Convertible Bonds 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).**

Optima Capital is making the Convertible Bonds Offer on behalf of the Offeror. The making of the Convertible Bonds Offer to the Convertible Bondholders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a Convertible Bondholder who is a citizen or resident or national of jurisdictions outside Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Convertible Bonds Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Convertible Bonds Offer. The Offeror, the Company, Optima Capital, Alliance Capital, the Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Convertible Bonds 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 Bonds Offer by you will constitute a warranty by you to the Offeror, Optima Capital and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Convertible Bonds 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 Bonds Offer Acceptance should be read in conjunction with the Composite Document.

## HOW TO COMPLETE THIS BLUE FORM OF CONVERTIBLE BONDS OFFER ACCEPTANCE

The Convertible Bonds Offer is unconditional. Convertible Bondholder is advised to read the Composite Document before completing this **BLUE** Form of Convertible Bonds Offer Acceptance. To accept the Convertible Bonds Offer made by Optima Capital on behalf of the Offeror, you should complete and sign this **BLUE** Form of Convertible Bonds 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 Convertible Bonds Offer, by post or by hand, **to the company secretary of the Company at Room 1203, 12/F, 118 Connaught Road West, Hong Kong as soon as possible, but in any event not later than 4:00 p.m. on Friday, 26 October 2018 (Hong Kong Time) 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 Bonds 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 – 1.2 The Convertible Bonds Offer" in Appendix I to the Composite Document in particular as to the matters which you should consider.**

## BLUE FORM OF CONVERTIBLE BONDS OFFER ACCEPTANCE IN RESPECT OF THE CONVERTIBLE BONDS OFFER

**To: The Offeror and Optima Capital**

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

   (a) my/our irrevocable acceptance of the Convertible Bonds Offer made by Optima Capital 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 **BLUE** Form of Convertible Bonds Offer 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 Convertible Bonds Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Convertible Bonds 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 Bondholders maintained by the Company within seven 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 Convertible Bonds 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 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 Bonds(s) to be sold by me/us under the Convertible Bonds Offer and to cause the same to be stamped and to cause an endorsement to be made on this **BLUE** Form of Convertible Bonds Offer Acceptance in accordance with the provisions of that Ordinance;

   (d) 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 Convertible Bonds 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

   (e) 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 Convertible Bonds Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Optima Capital that the principal amount of Convertible Bonds specified in this **BLUE** Form of Convertible Bonds 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 Convertible Bonds 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 Bonds and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this **BLUE** Form of Convertible Bonds 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 Bondholders maintained by the Company.

   *Note: If you submit the transfer receipt(s) upon acceptance of the Convertible Bonds 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 Optima Capital or any of their agent(s) from the Company or the Registrar 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 Convertible Bonds Offer. I/We understand that no acknowledgement of receipt of any **BLUE** Form of Convertible Bonds 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, Optima Capital and the Company that I am/we are the registered holder(s) of the Convertible Bonds specified in this **BLUE** Form of Convertible Bonds 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 Convertible Bonds Offer.

6. I/We warrant to the Offeror, Optima Capital 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 Bondholders to accept the Convertible Bonds 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, Optima Capital 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 Bondholders maintained by the Company in connection with my/our acceptance of the Convertible Bonds Offer.

8. I/We acknowledge that, save as expressly provided in the Composite Document and this **BLUE** Form of Convertible Bonds 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 Convertible Bonds Offer will be registered under the name of the Offeror or its nominee.

**本藍色可換股債券要約接納表格乃重要文件，　閣下須即時處理。**

**閣下如對本藍色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，應立即將本藍色可換股債券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。**

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一切適用法律及監管規定。　閣下如欲接納可換股債券要約，　閣下有責任就此確保本身完全遵守有關司法權區的法律及法規，包括取得一切可能規定的政府、外匯管制或其他同意及遵守一切必要手續及監管法律規定。　閣下亦須就接納可換股債券要約應付之任何有關發行費、轉讓費或其他稅項或徵費負責。就　閣下可能須繳付的任何稅項而言，要約人、本公司、創越融資、同人融資、過戶登記處、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、創越融資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**藍色**可換股債券要約接納表格應連同綜合文件一併閱覽。

**本藍色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**藍色**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**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額之可換股債券相關證書及／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，地址為香港干諾道西118號12樓1203室，無論如何不得遲於香港時間二零一八年十月二十六日（星期五）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**。綜合文件附錄一所載之條文已載入並構成本**藍色**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－1.2 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。**

**可換股債券要約之藍色可換股債券要約接納表格**

**致：　要約人及創越融資**

1. 本人／吾等一經簽立本**藍色**可換股債券要約接納表格（不論**藍色**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**藍色**可換股債券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**可換股債券要約接納表格所註明之可換股債券本金額，不可撤回地接納綜合文件所載由創越融資代表要約人提出之可換股債券要約；

    (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／吾等有關本人／吾等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）..........................................................................................

    (c) 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各自代表本人／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，並根據該條例規定在本**藍色**可換股債券要約接納表格加蓋印章及背書證明；

    (d) 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

    (e) 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。

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／吾等向要約人及創越融資保證本**藍色**可換股債券要約接納表格所註明可換股債券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**藍色**可換股債券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，則按本人在本公司之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：　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／或創越融資或彼等之任何代理已代表　閣下向本公司或過戶登記處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分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**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、創越融資及本公司保證及聲明，本人／吾等為本**藍色**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、創越融資及本公司保證，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及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、創越融資及本公司保證，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**藍色**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名義登記。

## PERSONAL DATA

**Personal Information Collection Statements**

This personal information collection statement informs you of the policies and practices of the Offeror, Optima Capital, the Company and the Registrar 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 Convertible Bonds 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 Convertible Bonds Offer.

**2. Purposes**

The personal data which you provide on this **BLUE** Form of Convertible Bonds 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 Bonds Offer Acceptance and the Composite Document;
- registering transfers of the Convertible Bonds out of your name;
- maintaining or updating the relevant register of Convertible Bondholders;
- 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 Convertible Bondholder profiles;
- establishing benefit entitlements of the Convertible Bondholder(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 Optima Capital and/or the Company to discharge its obligations to the Convertible Bondholder(s) and/or under applicable regulations, and other purpose to which the Convertible Bondholder(s) 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 Bonds Offer Acceptance will be kept confidential but the Offeror and/or Optima Capital 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, Optima Capital, the Company, any of their agents 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 Optima Capital and/or the Company and/or the Registrar;
- 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 Optima Capital and/or the Company and/or the Registrar 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 and/or Optima Capital 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 Optima Capital 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, Optima Capital, the Company or the Registrar (as the case may be).

**BY SIGNING THIS BLUE FORM OF CONVERTIBLE BONDS 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、創越融資、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**藍色**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　閣下之接納及核實遵循本**藍色**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／或以便要約人及／或創越融資及／或本公司履行其對可換股債券持有人及／或適用規例下的責任及可換股債券持有人不時同意或知悉的其他用途。

**3. 轉交個人資料**

本**藍色**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／或創越融資及／或本公司及／或過戶登記處為達致上述或其中任何用途，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、創越融資、本公司、其任何代理及過戶登記處；
- 為要約人及／或創越融資及／或本公司及／或過戶登記處提供行政、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、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及／或創越融資及／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. 獲取及更正個人資料**

根據該條例之規定，　閣下有權確認要約人及／或創越融資及／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／或創越融資及／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、創越融資、本公司或過戶登記處（視情況而定）。

**閣下一經簽署本藍色可換股債券要約接納表格即表示同意上述所有條款**