

KARFUN INVESTMENTS LIMITED 佳帆投資有限公司

(Incorporated in Hong Kong with limited liability)
(於香港註冊成立之有限公司)

All words and expressions defined in the composite offer and response document on or around 14 November 2012 jointly issued by J&A Investment Limited and Karfun Investments Limited (as the same may be subsequently amended, supplemented or modified) ("Privateco Offer Composite Document") shall, unless the context otherwise requires, have the same meaning when used in this form. The provisions of Appendix I of the Privateco Offer Composite Document are incorporated into and form part of this form.
除文義另有所指外，本表格所用之所有詞彙與J&A Investment Limited及佳帆投資有限公司於二零一二年十一月十四日或前後聯合發出之綜合要約及回應文件(其後可能會作出修訂、補充或修改)(「私人公司要約綜合文件」)所界定者具相同涵義。私人公司要約綜合文件附錄一之條文，已收錄及成為本表格之一部份。

BOX A 甲欄	NAME(S) AND ADDRESS OF REGISTERED PRIVATECO SHAREHOLDER(S) 已登記私人公司股東之姓名及地址	BOX B 乙欄	REGISTERED HOLDING OF PRIVATECO SHARES OF HK\$0.01 EACH AT THE RECORD DATE ON 30 OCTOBER 2012 (equivalent to entitlement to number of Privateco Shares) 於二零一二年十月三十日記錄日期所登記持有之每股面值0.01港元之私人公司股份數目(相當於有權獲取之私人公司股份數目)
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FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.01 EACH IN THE ISSUED CAPITAL OF KARFUN INVESTMENTS LIMITED

佳帆投資有限公司

已發行股本中每股面值0.01港元之股份之接納及過戶表格

This form must be completed in full

本表格每項均須填寫

Hong Kong share registrar and transfer office: Tricor Standard Limited
26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong
香港股份過戶登記處：卓佳標準有限公司
香港灣仔皇后大道東28號金鐘匯中心26樓

You must insert the total number of Privateco Shares for which the Privateco Offer is accepted. 閣下必須填上接納私人公司要約之私人公司股份總數。

FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Privateco Share(s) of HK\$0.01 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Privateco Offer Composite Document.
下述「轉讓人」謹此按下列代價，根據本表格及私人公司要約綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明轉讓人持有每股面值0.01港元之私人公司股份。

Number of Privateco Shares to be transferred ^(Note) 將予轉讓私人公司股份數目(附註)	FIGURES 數目	WORDS 大寫
Telephone number of Transferor (s) 轉讓人電話號碼		
CONSIDERATION 代價	HK\$0.08 in cash for each Privateco Share 每股私人公司股份現金0.08港元	
TRANSFeree 承讓人	Name: 名稱: Correspondence address: 通訊地址: Occupation: 職業:	J&A Investment Limited 27/F, Fortis Tower, 77-79 Gloucester Road, Wanchai, Hong Kong 香港灣仔告士打道77-79號富通大廈27樓 Corporation 法人團體

Signed by 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

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

Date of submission of this Form of Acceptance and Transfer
提交本接納及過戶表格之日期

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

Do not complete 請勿填寫本欄

Signed by or on behalf of the Transferee in the presence of:

承讓人或其代表在下列見證人見證下簽署:

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

For and on behalf of
代表
J&A Investment Limited

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

* For identification purposes only
* 僅供識別

Note: If no number is inserted or a number in excess of your registered holding of Privateco Share(s) (as indicated in BOX B above) is inserted, you will be deemed to have tendered your entire registered holding of Privateco Share(s) under the Privateco Offer.
附註: 如無填上數目或所填上之數目超過 閣下已登記持有之私人公司股份數目(如乙欄所示), 則 閣下將被視為就 閣下登記持有之全部私人公司股份接納私人公司要約。

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 your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant, or other professional adviser.

If you have sold or transferred all your Privateco Share(s), you should at once hand this form and the Privateco Offer 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).

The making of the Privateco Offer to the Overseas Privateco Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Privateco Shareholders should obtain appropriate legal advice or, acquaint themselves about and observe any applicable legal or regulatory requirements in their own jurisdictions. It is the responsibility of each Overseas Privateco Shareholder who wishes to accept the Privateco Offer to satisfy himself, herself or itself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Privateco Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Privateco Offeror, Karl Thomson Securities and all persons involved in the Privateco Offer shall be entitled to be fully indemnified and held harmless by the Overseas Privateco Shareholders for any taxes as they may be required to pay. Acceptance of the Privateco Offer by you will be deemed to constitute a warranty by you that all applicable laws and requirements to receive and accept the Privateco Offer, and any revision thereof, have been fully complied with by you 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 Privateco Offer.

HOW TO COMPLETE THIS FORM

Independent Privateco Shareholders are advised to read this form in conjunction with the Privateco Offer Composite Document before completing this form. To accept the Privateco Offer made by **Karl Thomson Securities on behalf of J&A Investment to acquire your Privateco Shares at a cash price of HK\$0.08 per Privateco Share**, you should complete and sign this form overleaf and forward this form, 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 Privateco Shares in respect of which you wish to accept the Privateco Offer, by post or by hand, marked "**Karfun Investments Limited Offer**" to **Tricor Standard Limited (the "Registrar") at 26/F Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on 5 December 2012 (Hong Kong time) or such later time and/or date as J&A Investment may determine and announce as a result of a revision or an extension of the Privateco Offer, if any, in accordance with the Takeovers Code.**

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE PRIVATECO OFFER

To: J&A Investment and Karl Thomson Securities

1. My/Our execution of this form overleaf shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Privateco Offer made by Karl Thomson Securities on behalf of J&A Investment, as contained in the Privateco Offer Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Privateco Shares specified in this form;
 - (b) my/our irrevocable instruction and authority to each of J&A Investment and/or Karl Thomson Securities and/or any of their respective agent(s) to collect from the Privateco or the Registrar on my/our behalf the Privateco Share Certificate(s) in respect of the Privateco 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 Registrar and to authorise and instruct the Registrar to hold such Privateco Share Certificate(s) on and subject to the terms and conditions of the Privateco Offer, as if it was/they were Privateco Share Certificate(s) delivered to them together with this form;
 - (c) my/our irrevocable instruction and authority to each of J&A Investment and/or Karl Thomson Securities and/or any of their respective agent(s) to send a cheque crossed "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 Privateco Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Privateco 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 shareholders) at the registered address shown in the register of members of the Privateco within 7 business days from the date of receipt of duly completed acceptances by the Registrar;
(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered shareholder or the first-named of joint registered shareholders.)

Name: (in block capitals) _____

Address: (in block capitals) _____

 - (d) my/our irrevocable instruction and authority to each of J&A Investment and/or Karl Thomson Securities and/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 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 Privateco Shares to be sold by me/us under the Privateco 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 Privateco Shares under the articles of association of the Privateco and to make endorsement on it under that ordinance;
 - (e) my/our irrevocable instruction and authority to any director of J&A Investment, Karl Thomson Securities or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Privateco Offer and to do any other act that may be necessary or expedient for the purposes of vesting in J&A Investment or such person or persons as it may direct the Privateco Shares, in respect of which such person has accepted the Privateco Offer;
 - (f) 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 Privateco Shares to J&A Investment 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 as at the date of the Privateco Offer Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date of the Privateco Offer Composite Document, in respect of the Privateco Shares tendered pursuant to the Privateco Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by J&A Investment or Karl Thomson Securities 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 Privateco Offer by me/us will be deemed to constitute a warranty by me/us to J&A Investment and Karl Thomson Securities that the Privateco Shares held by me/us to be acquired under the Privateco Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Privateco Shares on or after the date of the Privateco Offer Composite Document.
3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Privateco 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 Privateco Shares to J&A Investment absolutely by way of acceptance of the Privateco Offer.
4. In the event of the Privateco Offer lapsing or in the event that my/our acceptance is not valid, in accordance with the terms of the Privateco Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our Privateco 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 shareholders) at the registered address shown in the register or branch register of members of the Privateco.
5. I/We warrant to J&A Investment and the Privateco that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Privateco in connection with my/our acceptance of the Privateco 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 J&A Investment and the Privateco 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 members of the Privateco.
7. I/We understand that no acknowledgement of receipt of this form by the Registrar will be given.
8. I/We acknowledge that my/our Privateco Shares sold to J&A Investment by way of acceptance of the Privateco Offer will be registered under the name of J&A Investment or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with J&A Investment and Karl Thomson Securities (so as to bind my/our successors and assigns) that in respect of the Privateco Shares which are accepted or deemed to have been accepted under the Privateco Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of J&A Investment or as it may direct, to give:
 - (a) an authority to the Privateco and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Privateco (including any Privateco Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Privateco Shares into certificated form) to J&A Investment;
 - (b) an irrevocable authority to J&A Investment or its agents to sign any consent to short notice of any general meeting of the Privateco on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Privateco Shares appointing any person nominated by J&A Investment to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Privateco Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of J&A Investment subject to the Takeovers Code; and
 - (c) my/our agreement not to exercise any of such rights without the consent of J&A Investment and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than J&A Investment or its nominee or appointee, for or to attend or to vote at the general meeting of the Privateco, I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Privateco Offer Composite 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，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已出售或轉讓全部名下之私人公司股份，應立即將本表格及私人公司要約綜合文件，送交買主或承讓人，或經手出售或轉讓之銀行、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。

向海外私人公司股東提出私人公司要約或會受有關司法權區之法例禁止或影響。海外私人公司股東應獲取適當之法律意見或自行了解並遵守其本身司法權區之任何適用法例或監管規定。欲接納私人公司要約之各海外私人公司股東有責任完全遵守所有有關司法權區之法例及規例，包括但不限於取得符合所有必要手續、監管及／或法律規定之任何政府、外匯管制或其他同意及任何登記或存檔。海外私人公司股東亦須全面負責支付任何人士於所有有關司法權區應付之任何過戶費或其他稅項及徵費。私人公司要約人、高信證券及所有涉及私人公司要約之人士均有權獲悉數彌償及不受海外私人公司股東可能須付之任何稅項損害。閣下接納私人公司要約，即被視為構成閣下作出之保證，表示閣下已完全遵守所有適用法例及規定以收取及接納私人公司要約(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。閣下決定是否接納私人公司要約時應諮詢專業意見。

如何填寫本表格

獨立私人公司股東務請細閱本表格及私人公司要約綜合文件後，方填寫本表格。如欲接納高信證券代表J&A Investment以現金每股私人公司股份0.08港元之價格收購閣下所持私人公司股份而提出之私人公司要約，閣下應填妥及簽署背頁之本表格，然後將本表格及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求之一項或多項彌償保證)，盡快以郵遞方式或由專人交回卓佳標準有限公司(「過戶登記處」)，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，惟無論如何不得遲於二零一二年十二月五日下午四時正(香港時間)或J&A Investment根據收購守則就私人公司要約之修訂或延長(如有)而可能釐定及公佈之較後日期及／或時間送達過戶登記處(封面須註明「佳帆投資有限公司要約」)。

私人公司要約之接納及過戶表格

致： J&A Investment及高信證券

1. 本人／吾等簽立背頁之本表格，本人／吾等之承繼人及承讓人亦須受此約束，且構成：

- 本人／吾等接納由高信證券代表J&A Investment提出載於私人公司要約綜合文件之私人公司要約，以所述代價並按照及根據私人公司要約綜合文件及本表格所述條款及條件收購本表格所指明之私人公司股份數目；
- 本人／吾等不可撤回地指示並授權J&A Investment及／或高信證券及／或任何彼等各自之代理，各自代表本人／吾等就根據隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件(如有)(及／或就此所需任何符合要求之一項或多項彌償保證)及就此交回而將發行之私人公司股份從私人公司或過戶登記處領取私人公司股票，並將有關股票送交過戶登記處，且授權並指示過戶登記處按照及根據私人公司要約之條款及條件持有該等私人公司股票，猶如該等私人公司股票已連同本表格一併交回過戶登記處；
- 本人／吾等不可撤回地指示並授權J&A Investment及／或高信證券及／或任何彼等各自之代理就本人／吾等根據私人公司要約之條款有權獲得之現金代價(扣除本人／吾等於本人／吾等接納私人公司要約應付之賣方從價印花稅)，以「只准入抬頭人賬戶」方式開出劃線支票予本人／吾等，然後於過戶登記處填妥之接納表格日期起計7個營業日內，以普通郵遞方式寄往下列人士及地址(如並無於下欄列明姓名及地址，則按私人公司股東名冊所示登記地址寄往本人或吾等名列首位之人士(如屬聯名登記股東))，郵誤風險由本人／吾等自行承擔；

(附註：如收取支票之人士之姓名及地址並非登記股東或名列首位之聯名登記股東所登記之姓名及地址，則請在本欄填上收取支票人士之姓名及地址。)

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並授權J&A Investment及／或高信證券及／或任何其他可能就此目的指定之一名或多名人士，各自代表本人／吾等以根據私人公司要約出售私人公司股份賣方之身份，訂立、簽立及交付香港法例第117章印花稅條例規定須訂立及簽立之合約單據，並按該條例之規定繳付印花稅及安排在本表格背書證明以及以聯交所指定可能對根據私人公司章程細則有效轉讓該等私人公司股份而屬必要之形式訂立、簽立及交付任何其他文件或文據，並按該條例背書證明；
 - 本人／吾等不可撤回地指示並授權J&A Investment之任何董事、高信證券或任何其他可能指定之一名或多名人士，代表接納私人公司要約之人士填寫及簽立任何文件，及採取可能必要或權宜之任何其他行動，使已接納私人公司要約之人士之私人公司股份轉歸J&A Investment或其可能指定之一名或多名人士所有；
 - 本人／吾等承諾於有需要或適當時簽立其他文件，並辦理其他行動及事宜，以進一步確保本人／吾等轉讓予J&A Investment或其可能指定之一名或多名人士之私人公司股份，概無所有留置權、押記、選擇權、申索、衡平權益、不利權益、第三方權利或產權負擔連同於私人公司要約綜合文件日期或其後所產生或附帶之所有權利或其後其所附帶之所有權利，包括(但不限於)收取於私人公司要約綜合文件日期或之後就根據私人公司要約所交回私人公司股份而宣派、作出或派付之所有股息及分派之權利；及
 - 本人／吾等同意追認J&A Investment或高信證券或任何彼等各自之代理或任何其他可能指定之一名或多名人士就行使本表格所載任何授權而可能作出或進行之各項及每項行動或事宜。
2. 本人／吾等明白本人／吾等接納私人公司要約，將被視為構成本人／吾等向J&A Investment及高信證券保證，根據私人公司要約將收購由本人／吾等持有之私人公司股份於出售時，概無所有第三方權利、留置權、押記、選擇權、申索、衡平權益、不利權益及產權負擔連同其所附帶之所有權利，包括收取於私人公司要約綜合文件日期或之後就有關私人公司股份宣派、作出或派付之所有股息及分派之權利。
3. 本人／吾等謹此向閣下保證及聲明，本人／吾等為本表格所列私人公司股份之登記持有人，而本人／吾等絕對擁有一切權利、權力及授權，以透過接納私人公司要約之方式出售及轉交本人／吾等所持私人公司股份之所有權及擁有權予J&A Investment。
4. 倘私人公司要約失效或倘根據私人公司要約之條款，本人／吾等之接納為無效，則上文第1段所載之所有指示、授權及承諾將予終止，在此情況下，本人／吾等授權並要求閣下將本人／吾等之私人公司股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求之一項或多項彌償保證)，連同已正式註銷之本表格以普通郵遞方式寄回上文第1(c)段所列人士(如上文並無列明姓名及地址，則按私人公司股東名冊或分冊所示之登記地址寄予本人或吾等名列首位之人士(如屬聯名登記股東))，郵誤風險由本人／吾等自行承擔。
5. 本人／吾等向J&A Investment及私人公司保證，本人／吾等已就本人／吾等接納私人公司要約遵守本人／吾等於私人公司股東名冊載列之地址所處司法權區之法律，包括取得符合所有必要手續、法律及／或監管規定之任何政府、外匯管制或其他同意及任何登記或存檔。
6. 本人／吾等向J&A Investment及私人公司保證，本人／吾等須負全責就本人／吾等按私人公司股東名冊載列之地址所處司法權區，支付任何應付之過戶費或其他稅項及徵費。
7. 本人／吾等明白，過戶登記處將不會就本表格發出收據。
8. 本人／吾等確認透過接納私人公司要約而向J&A Investment出售本人／吾等之私人公司股份，將以J&A Investment或其代名人之名義登記。
9. 本人／吾等就根據私人公司要約已接納或被視為已接納之私人公司股份，且接納並未被有效撤回及並未按J&A Investment或其指示之名義登記者，向J&A Investment及高信證券不可撤回地承諾、聲明、保證及同意(以約束本人／吾等之承繼人及承讓人)：
- 本人／吾等授權私人公司及／或其代理人，將須向本人／吾等(作為私人公司股東)寄發之任何通告、通函、認股權證或其他文件或通訊(包括任何股票及／或因將有關私人公司股份轉為證書形式而發出之其他所有權文件)，寄予J&A Investment；
 - 不可撤回地授權J&A Investment或其代理人代表本人／吾等簽署任何同意書，同意縮短私人公司任何股東大會通知期及／或出席及／或簽立有關私人公司股份之代表委任表格，以委任J&A Investment提名之任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使有關私人公司股份附帶之投票權，而該等投票權將根據收購守則以J&A Investment全權酌情釐定之方式作出投票；及
 - 本人／吾等協定，在未經J&A Investment同意下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何相關股東大會委任代表或出席相關股東大會，及在上文所規限下，如本人／吾等之前已就私人公司股東大會委任代表(而該代表並非J&A Investment或其代名人或委任人士)出席相關股東大會或在會上投票，則本人／吾等謹此撤回有關委任。

10. 本人／吾等確認，除私人公司要約綜合文件明文規定外，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 J&A Investment, Karl Thomson Securities and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Privateco Offer for your Privateco 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.

2. Purposes

The personal data which you provide on this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this form and the Privateco Offer Composite Document;
- registering transfers of the Privateco Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Privateco Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Privateco Offer;
- distributing communications from J&A Investment and/or its subsidiaries or agents such as its financial adviser and the Registrar;
- compiling statistical code information and 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 J&A Investment or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable J&A Investment and/or Karl Thomson Securities to discharge their obligations to the Transferors and/or regulators and other purpose to which the Transferors 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 J&A Investment and/or Karl Thomson Securities 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:

- J&A Investment, its subsidiaries and/or agent(s), such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to J&A Investment and/or Karl Thomson Securities and/or the Registrar, in connection with the operation of its business;
- 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 J&A Investment, Karl Thomson Securities 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 J&A Investment, Karl Thomson Securities or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, J&A Investment, Karl Thomson Securities and the Registrar 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 J&A Investment, Karl Thomson Securities 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

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J&A Investment、高信證券及過戶登記處就個人資料及該條例之政策及常規。

1. 收集 閣下個人資料之原因

倘 閣下欲就 閣下之私人公司股份接納私人公司要約，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 閣下之接納不予受理或遭延誤。

2. 資料用途

閣下於本表格所提供之個人資料可以任何方式被使用、持有及/或保存，以作下列用途：

- 處理 閣下之接納及核實是否遵守本表格及私人公司要約綜合文件所呈列之條款及申請程序而作出；
- 登記轉讓 閣下名義之私人公司股份；
- 維持或更新私人公司股份持有人之相關登記冊；
- 進行或協助進行核對簽名，以及核對或交換任何其他資料；
- 確定 閣下根據私人公司要約之權利；
- 送遞J&A Investment及/或其附屬公司或代理(例如其財務顧問及過戶登記處)所發出之通訊；
- 編製統計代碼資料及股東資料；
- 遵照法例、規則或規例(不論法定或非法定)之要求作出披露；
- 披露有關資料以便進行申索或獲得所有權；
- 與J&A Investment或過戶登記處之業務有關之任何其他用途；及

- 與上述有關之任何其他附帶或相關用途及/或令J&A Investment及/或高信證券得以履行彼等對轉讓人及/或監管機構之責任，以及轉讓人可能不時同意或獲知會之其他用途。

3. 轉交個人資料

本表格所載之個人資料將會保密，但J&A Investment及/或高信證券及/或過戶登記處可作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可作任何上述用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- J&A Investment、其附屬公司及/或代理(例如其財務顧問及過戶登記處)；
- 向J&A Investment及/或高信證券及/或過戶登記處提供與其業務運作有關之行政、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 閣下有業務往來或將有業務往來之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- J&A Investment、高信證券或過戶登記處在有關情況下認為必需或適當之任何其他人士或機構。

4. 查閱及更正個人資料

該條例賦予 閣下權利確定J&A Investment、高信證券或過戶登記處是否持有 閣下之個人資料，索取資料副本及更正任何不確資料。根據該條例，J&A Investment、高信證券及過戶登記處有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或查閱有關政策及常規及所持資料類別之要求，應向J&A Investment、高信證券或過戶登記處(視乎情況而定)提出。

閣下簽署本表格即表示同意上述各項。