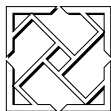


The Stock Exchange of Hong Kong Limited takes no responsibility for the contents of this form of acceptance and transfer, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form of acceptance and transfer.

香港聯合交易所有限公司對本接納及轉讓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接納及轉讓表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this form of acceptance and transfer shall bear the same meanings as defined in the composite offer document dated 20 March 2008 ("Composite Offer Document") jointly issued by Ascent Goal Investments Limited (the "Offeror") and Artfield Group Limited (the "Company").

除文義另有所指外，本接納及轉讓表格所用詞彙與晉標投資有限公司（「收購方」）與雅域集團有限公司（「本公司」）聯合刊發日期為二零零八年三月二十日之綜合收購建議文件（「綜合收購建議文件」）所界定者具相同涵義。



ARTFIELD GROUP LIMITED

雅域集團有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 1229)

(股份代號: 1229)

FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF ARTFIELD GROUP LIMITED

接納及轉讓雅域集團有限公司已發行股本中每股面值0.10港元股份之表格

This form shall be completed in full (please refer to section headed "HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER" on page 2)
本表格必須整份填妥 (請參閱第二頁「如何填寫本接納及轉讓表格」一節)

Branch Share Registrar in Hong Kong:
Union Registrars Limited (the "Registrar")
香港股份登記分處:
聯合證券登記有限公司 (「登記處」)

Rooms 1901-1902, Fook Lee Commercial Centre, Town Place
33 Lockhart Road, Wanchai, Hong Kong
香港灣仔駱克道33號中央廣場福商業中心1901-1902室

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this form of acceptance and transfer and you have signed this form of acceptance and transfer, you will be deemed to have accepted the Share Offer for your entire registered holding of Shares. 附註: 請填上接納股份收購建議之股份總數。如閣下已簽署本接納及轉讓表格但未在本接納及轉讓表格上填上數目，或所填數目超過閣下登記持有之股份數目，則閣下將被視為已就閣下持有股份之全部登記持股量接納股份收購建議。	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below share(s) of HK\$0.10 each in the issued share capital of Artfield Group Limited ("Share(s)") specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Offer Document. 下述之「轉讓人」現根據本表格和隨附之綜合收購建議文件中列明之條款和條件，按下列代價，將以下註明之雅域集團有限公司已發行股本中每股面值0.10港元之股份（「股份」）轉讓予下述「承讓人」。		
	Number of Share(s) ^(Note) 股份數目 (附註)	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票編號		
	TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及詳細地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或用正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
		Registered Address 登記地址	Telephone Number 電話號碼
	CONSIDERATION 代價	HK\$1.30 in cash for each Share 每股股份現金1.30港元	
TRANSFEREE 承讓人	Company name 公司名稱: Registered Address 註冊地址: Occupation 職業:	Ascent Goal Investments Limited 晉標投資有限公司 P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands Corporation 法團	
PLEASE DO NOT DATE 請勿填上日期 →	SIGNED by the parties to this transfer, this day _____ of _____ 2008 由本表格之有關人士於二零零八年_____月_____日簽署		

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 地址

Occupation 職業

ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
所有聯名登記持有
人均須於本欄簽署

Signature(s) of Transferor(s)
轉讓人簽署

For and on behalf of 代表
Ascent Goal Investments Limited 晉標投資有限公司

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

Do not complete 請勿填寫本欄
Signed by the Transferee in the presence of:
承讓人在下列見證人見證下簽署:
Name of Witness 見證人姓名

Signature of Witness 見證人簽署

Address 地址

Occupation 職業

* For identification purposes only

* 僅供識別

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

If you have sold or otherwise transferred all your Shares, you should at once hand this form of acceptance and transfer and the accompanying Composite Offer Document to the purchaser(s) or transferee(s) or a 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).

This form of acceptance and transfer should be read in conjunction with the Composite Offer Document jointly issued by the Offeror and the Company. Unless the context otherwise requires, terms used in this form of acceptance and transfer shall bear the same meanings as defined in the Composite Offer Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

To accept the Share Offer made by Baron Capital Limited ("Baron") on behalf of the Offeror, you should complete and sign this form of acceptance and transfer overleaf and forward this form together with the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for all of your Shares or, if applicable, for not less than the number of Shares in respect of which you intend to accept the Share Offer, by hand or by post, to the Registrar at Rooms 1901-1902, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wan Chai, Hong Kong marked "Artfield Share Offer" on the envelope by no later than 4:00 p.m. (Hong Kong time) on Thursday, 10 April 2008 (or such later time and date as the Offeror may determine and announce in accordance with the Takeovers Code). The provisions of Appendix 1 to the Composite Offer Document are incorporated into and form part of this form of acceptance and transfer.

If this form of acceptance and transfer is not completed strictly in accordance with the instructions set out in this form of acceptance and transfer, the Offeror reserves the right to treat this form of acceptance and transfer as valid to the extent that it deems this form of acceptance and transfer to have been completed in accordance with such instructions as may appear to the Offeror to be your intentions.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: The Offeror and Baron

1. My/Our execution of this form of acceptance and transfer 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 Baron on behalf of the Offeror, as contained in the Composite 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 of acceptance and transfer or, if no such number is specified or a greater number is specified than I am/we are registered as the holder(s) of, in respect of all such Shares as to which I am/we are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to the Offeror and/or Baron 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 Share Offer after deducting all stamp duty payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our own risk to the person(s) named 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 Company.

(Insert here the name and address of the person to whom the cheque and other documents are 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) _____
 - (c) my/our irrevocable instruction and authority to the Offeror and/or Baron or such person or persons as it/they may direct for the purpose, on my/our behalf, to make and execute the contract note 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 Share(s) 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 of acceptance and transfer in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to the Offeror and/or Baron or such person or persons as it/they may direct to complete, amend and execute any document on my/our behalf, including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this form of acceptance and transfer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Share Offer;
 - (e) my/our irrevocable instruction and authority to the Offeror and/or Baron or their respective agent(s) to collect from the Company, or the Registrar on my/our behalf the share certificate(s) in respect of the Share(s) 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 (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 share certificate(s) subject to the terms and conditions of the Share Offer as if it was/they were share certificate(s) delivered to the Registrar together with this form of acceptance and transfer;
 - (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 Share(s) to the Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the Completion Date; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Baron or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
 - (h) my/our appointment of any of the Offeror and/or Baron as my/our irrevocable attorney in respect of all the Shares to which this form of acceptance and transfer relates.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Baron that the number of Share(s) specified in this form of acceptance and transfer or, if no such number is specified or a greater number is specified than I am/we are registered as the holder(s), in respect of all such Shares as to which I am/we are registered as the holder(s), are sold free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the Completion Date, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the Completion Date.
3. 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 request you to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our own risk to the person at the 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 Shareholders) at the registered address shown in the register of members of the Company.

Note: Where 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 Baron or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such Share certificate(s) at your own risk in lieu of the transfer receipt(s).
4. I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Shares which is/are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgment of receipt of any form(s) of acceptance and transfer, Share certificate(s), 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.
5. I/We hereby warrant and represent to you that I am/we are the registered Shareholder(s) of the number of Shares specified in this form of acceptance and transfer and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We irrevocably undertake, represent and warrant to and agree with the Offeror and Baron (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
 - (a) an authority to the Company 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 Company (including any Share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the Offeror at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
 - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror 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 the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
7. I/We acknowledge that, save as expressly provided in the Composite Offer Document, all the acceptance, instructions, authorization and undertakings hereby given shall be unconditional and irrevocable.

PERSONAL DATA

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This Personal Information Collection Statement informs you, as the data subject, of the policies and practices of the Offeror, Baron and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Share Offer, it is necessary for you to supply the latest correct personal data.

Failure to supply the requested data may result in delay or inability of the Offeror and/or Baron and/or the Registrar to effect your acceptance or despatch the consideration to which you are entitled under the Share Offer. It is important that you should inform the Offeror and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

Your personal data provided in this form of acceptance and transfer 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 form of acceptance and transfer and/or the Composite Offer Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of holder(s) 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 communication from the Offeror and/or Baron or their respective agents;
- compiling statistical information and profiles of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Baron to discharge their obligations to you and/or regulators and any other purposes to which you may from time by time agree.

3. Transfer of personal data

The personal data provided in this form of acceptance and transfer will be kept confidential but the Offeror and/or Baron and/or the Registrar may, to the extent necessary for achieving the above purposes 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 Company, the Offeror, Baron, their respective holding companies, subsidiaries or its appointed agents such as financial advisers, legal advisers 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 Baron and/or the Registrar in connection with the operation of their business;
- the Stock Exchange, the SFC and any other 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 whom the Offeror, Baron and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Baron and/or the Registrar hold your personal data, to obtain a copy of such data, and to correct any personal data that is inaccurate.

In accordance with the Ordinance, the Offeror and/or Baron and/or the Registrar have the right to charge a reasonable fee for processing any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror and/or Baron and/or the Registrar (as the case may be).

By signing this form of acceptance and transfer, you agree to all of the above.

本接納及轉讓表格乃重要文件，閣下須即時處理。閣下如對本接納及轉讓表格任何方面或對應採取之行動有任何疑問，應諮詢持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下股份全部售出或轉讓，應立即將本接納及轉讓表格連同隨附之綜合收購建議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人，以便轉交買主或承讓人。

本接納及轉讓表格應與收購方與本公司聯合刊發之綜合收購建議文件一併閱讀。除文義另有所指外，本接納及轉讓表格所用詞彙與綜合收購建議文件所界定者具相同涵義。

如何填寫本接納及轉讓表格

閣下如欲接納建勳融資有限公司（「建勳」）代表收購方作出之股份收購建議，則應填妥並簽署本接納及轉讓表格背頁，然後將本表格連同有關閣下所持全部股份（如適用）不少於閣下擬接納股份收購建議之股份數目之股票及／或過戶收據及／或其他所有權文件（及／或此所需令人信納之賠償保證）親身或郵寄交回登記處，地址為香港灣仔駱克道33號中央廣場福利商業中心1901-1902室，且無論如何須於二零零八年四月十日星期四下午四時（香港時間）（及／或收購方根據收購守則可能決定及公佈之較後日期及時間）前送達，信封面請註明「Artfield Share Offer」。綜合收購建議文件附錄一之條文收錄於本接納及轉讓表格，並構成本接納及轉讓表格之一部分。

如本接納及轉讓表格未有嚴格按照其上印備之指示填妥，收購方保留將本接納及轉讓表格視為有效之權利，於收購方可能認為閣下意圖按指示填妥本接納及轉讓表格之情況下，視本接納及轉讓表格已按指示填妥。

股份收購建議之接納及轉讓表格

致：收購方及建勳

- 本人／吾等簽署本接納及轉讓表格背頁（無論有否填寫日期）將對本人／吾等之繼承人及受讓人有約束力，即表示：
 - 本人／吾等不可撤回地接納由建勳代表收購方提出並載於綜合收購建議文件之股份收購建議以收取代價，按綜合收購建議文件及本接納及轉讓表格所載有關條款與條件收購本接納及轉讓表格上所填數目之股份；如有指定股數或指定股數較本人／吾等名下登記之股數為多，則接納收購本人／吾等名下登記持有之全部股份；
 - 本人／吾等不可撤回地指示並授權收購方及／或建勳或彼等各自之代理人，將本人／吾等根據股份收購建議之條款應得之現金代價（已扣除本人／吾等就本人／吾等於有關接納股份收購建議應付之所有印花稅）以「不得轉讓—只入抬頭人賬戶」劃線支票之方式以平郵方式寄予所列人士（或如無填寫姓名及地址，則按本公司股東名冊之登記地址寄予本人或名列首位之股東（如屬聯名登記股東）），郵誤風險由本人／吾等承擔；
（如收取支票及其他文件之人士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，則請在本欄填上應收取支票及其他文件之人士之姓名及地址。）
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收購方及／或建勳或其／彼等可能就此指示之一名或多名人士，代表本人／吾等就根據股份收購建議所出售之股份以賣方身份作出及簽署根據印花稅條例（香港法例第117章）第19(1)條指定須作出及簽署之成交單據，並按該條例規定促使在該單據上加蓋印花及於本接納及轉讓表格加簽；
 - 本人／吾等不可撤回地指示並授權收購方及／或建勳或其／彼等可能指示之一名或多名人士，代表本人／吾等填妥、修改及簽署任何文件，包括但不限於在本接納及轉讓表格填上日期，或如本人／吾等或任何其他人士已填上日期，則刪去該日期而填上另一日期，並於本接納及轉讓表格填上、刪去、修改或替換承讓人及採取任何必要或適宜之其他行動，使本人／吾等為接納股份收購建議交出之股份歸收購方或其可能指定之一名或多名人士所有；
 - 本人／吾等不可撤回地指示並授權收購方及／或建勳或彼等各自之代理人代表本人／吾等憑出示隨附已由本人／吾等正式簽署之過戶收據及／或其他所有權文件（及／或就此所需令人信納之賠償保證），向本公司或登記處領取根據上述收據及／或文件而將予發行之本人／吾等之有關股份之股票，並將有關股票送交登記處，及授權並指示登記處按股份收購建議之條款及條件保存該等股票，猶如該等股票連同本接納及轉讓表格一併送交登記處；
 - 本人／吾等承諾於必要或合宜時簽署其他文件並進行其他行動及事宜，以進一步保證轉讓予收購方或其可能指定之一名或多名人士之股份不涉及任何留置權、押記、產權負擔、優先購買權及任何性質之其他第三方權利，且將享有所有附帶之一切權利，包括可全數享有於完成日期或之後所宣派、派付或作出之一切股息及其他分派（如有）之權利；
 - 本人／吾等同意認可收購方及／或建勳或彼等各自之代理人或其／彼等在行使本接納及轉讓表格所載之任何授權時可能指定之一名或多名人士可能進行或實施之任何行動或事宜；及
 - 本人／吾等委任收購方及／或建勳為本人／吾等就本接納及轉讓表格有關之全部股份之不可撤回之委任代理人。
- 本人／吾等明白本人／吾等接納股份收購建議將被視為構成本人／吾等向收購方及建勳作出保證，表示本接納及轉讓表格所列數目之股份（或倘無列明股份數目或所列之股份數目高於本人／吾等以持有人名義登記之數目，則就本人／吾等以持有人名義登記之所有該等股份而言）於出售時並不附有任何留置權、押記、產權負擔、優先購買權及任何性質之其他第三方權利，且將享有於完成日期所附帶之一切權利，包括可全數享有於完成日期或之後所宣派、派付或作出之一切股息及其他分派（如有）之權利。
- 如按股份收購建議之條款本人／吾等之接納為無效或被視為無效，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／或其他所有權文件（及／或就此所需令人信納之賠償保證），連同已正式註銷之本接納及轉讓表格以平郵方式按上文第1(b)段所列地址寄予有關人士，如未有列明姓名及地址者，則按本公司股東名冊所予之登記地址寄予本人或名列首位之股東（如屬聯名登記股東），郵誤風險由本人／吾等承擔。
附註：閣下交出一份或以上過戶收據而收購方及／或建勳或彼等各自之代理人已代閣下向本公司或登記處領取有關股票，則發還閣下者將為該等股票（郵誤風險概由閣下承擔），而非原來之過戶收據。
- 本人／吾等謹此附上閣下就按股份收購建議之條款及條件將持有之全部或部份本人／吾等股份之有關股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需令人信納之賠償保證）。本人／吾等明白不會獲發有關接納及轉讓表格、股票、過戶收據及／或任何其他所有權文件（及／或就此所需令人信納之賠償保證）之收據。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。
- 本人／吾等謹此向閣下保證及聲明，本人／吾等為本接納及轉讓表格所列明股份數目之登記股東；而本人／吾等有充分之權利、權力及授權透過接納股份收購建議向收購方出售及轉讓該等股份之所有權及擁有權。
- 本人／吾等謹此向收購方及建勳（本人／吾等之繼承人及受讓人亦受此約束）承諾、聲明、保證及同意根據股份收購建議就被接納或已被視為接納之股份、接納尚未被有效撤回之股份，以及尚未以收購方或其指定人士之名義登記之股份：
 - 授權本公司及／或其代理人，將須向本人／吾等作為本公司股東寄發之任何通告、通函、認股權證或其他可能須寄發予本人／吾等之文件或通訊（包括任何股票及／或因將該等股份轉成為證書形式而簽發之其他所有權文件），寄送至收購方，地址為P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands；
 - 不可撤回地授權收購方或其代理人代表本人／吾等簽署任何在短時間內召開任何本公司股東大會之同意書及／或出席有關股東大會及／或就該等股份簽立代表委任表格及委任由收購方提名之任何人士出席有關股東大會（或其任何續會），並代表本人／吾等行使該等股份附帶之投票權，而上述之投票將以收購方全權決定之方式進行；及
 - 同意在未獲得收購方同意前不得行使任何有關權利之協議，亦不可撤回地承諾，不得就有關股東大會委任代表或出席任何有關股東大會。在上述規限下，倘若本人／吾等先前已委任一名收購方、其代名人或獲委任人士以外之代表，以出席本公司股東大會或在會上投票，本人／吾等謹此表明撤回有關委任。
- 本人／吾等明白除綜合收購建議文件指明者外，所有特此作出之接納、指示、授權及承諾概無附帶條件且不可撤回。

個人資料

個人資料收集聲明

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。本個人資料收集聲明旨在知會閣下有關於收購方、建勳及登記處就個人資料及該條例所採用之政策及慣例。

1. 收集閣下個人資料之原因

為接納股份收購建議，閣下須提供最新及正確之個人資料。

倘閣下未能提供所需資料，則可能導致收購方及／或建勳及／或登記處延遲或未能處理閣下之接納申請，或向閣下寄發根據股份收購建議閣下有權收取之代價。注意：如所提供之資料不準確，閣下須即時知會收購方及／或登記處。

2. 用途

閣下在本接納及轉讓表格提供之個人資料可能會以任何方式被使用、持有及／或保存，從而：

- 處理閣下之接納申請及核實遵循本接納及轉讓表格及／或綜合收購建議文件載列之條款及申請手續；
- 登記從閣下名下轉至他人之股份轉讓；
- 保存或更新有關股份之持有人名冊；
- 核實或協助核實簽名，並進行任何其他資料核實或交換；
- 確定閣下根據股份收購建議有權取得之配額；
- 分發自收購方及／或建勳或彼等各自之代理人收取之通訊；
- 編製統計資料及股東資料；
- 按法例、規則或規例（無論是法定還是其他規定）作出披露；
- 披露有關資料以便索償或享有配額；及
- 有關上文所述之任何其他附帶或相關之用途及／或以便收購方及／或建勳履行彼等對閣下及／或監管機構之責任，及閣下可能不時同意之任何其他用途。

3. 轉讓個人資料

本接納及轉讓表格提供之個人資料將作為機密資料妥當保存，但收購方及／或建勳及／或登記處為達致上述任何用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，彼等尤其可能向從下列任何及所有個人及實體披露、獲取或轉交（無論在香港或香港以外地區）有關個人資料：

- 本公司、收購方、建勳、彼等各自之控股公司、附屬公司或其委任代理人，例如財務顧問、法律顧問及登記處；
- 為收購方及／或建勳及／或登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 聯交所、證監會及任何其他監管或政府機構；
- 與閣下進行交易或擬進行交易之任何其他個人或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 收購方、建勳及／或登記處認為必需或適宜之任何其他人士。

4. 查閱及更正個人資料

該條例賦予閣下權利，可向收購方及／或建勳及／或登記處確定是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤之個人資料。

依據該條例之規定，收購方及／或建勳及／或登記處有權就查閱任何資料之要求收取合理之手續費。查閱或更正個人資料，或查閱有關政策、慣例及所持資料類型之資料之要求，應向收購方及／或建勳及／或登記處（視乎情況而定）提出。

本接納及轉讓表格一經簽署即表示閣下同意上述所有條款。