

# SIH LIMITED

(Incorporated in the British Virgin Islands with limited liability)  
(於英屬處女群島註冊成立之有限公司)

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this form, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form.

香港交易及結算有限公司、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份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。

## FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE PRIVATECO OFFER.

本接納及過戶表格在閣下欲接納私人公司收購建議時使用。

All words and expressions defined in the composite offer and response document dated 30 June 2014 jointly issued by Fairy King Prawn Holdings Limited and SIH Limited (as the same may be subsequently amended, supplemented or modified) ("Composite Document") shall, unless the context otherwise requires, have the same meaning when used in this form. The provisions of Appendix I to the 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靚蝦王控股有限公司及SIH Limited於二零一四年六月三十日聯合發出之綜合收購建議及回應文件(其後可能會作出修訂、補充或修改)(「綜合文件」)所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本表格之一部份。

<b>BOX A</b> 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	<b>BOX B</b> 乙欄	REGISTERED HOLDING OF PRIVATECO SHARES OF HK\$0.01 EACH AT THE RECORD DATE ON 26 June 2014 (equivalent to entitlement to number of Privateco Shares) 於二零一四年六月二十六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)
--------------------	---	--------------------	--

## FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF SIH LIMITED

SIH LIMITED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

Transfer Agent: Tricor Secretaries Limited  
Level 22, Hopewell Centre,  
183 Queen's Road East, Wanchai, Hong Kong  
過戶代理: 卓佳秘書商務有限公司  
香港灣仔皇后大道東183號合和中心22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收購建議之私人公司股份總數。

**FOR THE CONSIDERATION** stated below the registered Privateco Shareholder(s) named in Box A above (the "Transferor(s)") 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 Composite Document.  
上述甲欄所述之登記私人公司股東(「轉讓人」)謹此按下列代價，根據本表格及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之每股面值0.01港元之私人公司股份。

Number of Privateco Shares to be transferred <small>(Note)</small> 將予轉讓私人公司股份數目 <small>(附註)</small>	FIGURES 小寫	WORDS 大寫
CONSIDERATION 代價	HK\$ 0.061 in cash for each Privateco Share 每股私人公司股份現金 0.061港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence address: 通訊地址: Occupation: 職業:	Fairy King Prawn Holdings Limited 靚蝦王控股有限公司 5th Floor, Shing Dao Industrial Building, 232 Aberdeen Main Road, Hong Kong 香港香港仔大道232號城都工業大廈5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)

Telephone number of Transferor(s)  
轉讓人聯絡電話

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

The signing Privateco Shareholder(s) hereby acknowledge(s) that the Privateco Offer is conditional upon the terms and conditions as set out in the Composite Document and that the signing and submission of this Form of Acceptance and Transfer by the signing Privateco Shareholder(s) do not render the transfer of Privateco Shares contemplated hereunder effective. The transfer of Privateco Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.  
署名私人公司股東茲確認私人公司收購建議須待綜合文件所載條款及條件達成後方可作實，且由署名私人公司股東簽署及呈交之本接納及過戶表格並不令據此進行之私人公司股份轉讓生效。據此進行之私人公司股份轉讓須於下文所述轉讓日期由承讓人簽署。

<b>Do not complete 請勿填寫本欄</b>	
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	For and on behalf of 代表 Fairy King Prawn Holdings Limited 靚蝦王控股有限公司
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	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署

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收購建議。

**THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in doubt as to any aspect of this form, the Privateco Offer and the Composite Document or as to the action to be taken, you should consult your 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 Privateco Share(s), you should at once hand this form and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, 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). The provisions of this form form part of the terms of the Privateco Offer, and this form should be read in conjunction with the Composite Document.

The making of the Privateco Offer or the acceptance thereof by persons not being a resident in Hong Kong or with a registered address in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdiction in which they are resident. Independent Privateco Shareholders who are citizens or residents or nationals of a jurisdiction outside Hong Kong should keep themselves informed about and observe any applicable legal or regulatory requirements and where necessary seek independent professional advice. It is the responsibility of the Independent Privateco Shareholders not resident in Hong Kong who wish to accept the Privateco Offer to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection therewith (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction). Any acceptance by any person will be deemed to constitute a representation and warranty from such person to Fairy King Prawn that the local laws and requirements have been fully complied with and paid any issue, transfer or other taxes or other required payments due from him 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. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations and warranties.

#### HOW TO COMPLETE THIS FORM

Independent Privateco Shareholders are advised to read this form in conjunction with the Composite Document before completing this form. To accept the Privateco Offer made by GF Securities on behalf of Fairy King Prawn to acquire your Privateco Shares at a cash price of HK\$0.061 per Privateco Share, you should complete and sign this form 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 "SIH Limited" on the envelope to Tricor Secretaries Limited (the "Transfer Agent") at Level 22 Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event so as to reach the Transfer Agent by not later than 4:00 p.m. on 21 July 2014 (Hong Kong time) or such later time and/or date as Fairy King Prawn 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: Fairy King Prawn and GF 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 GF Securities on behalf of Fairy King Prawn, 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 number of Privateco Shares specified in this form or, if no such number is specified, in respect of all the Privateco Shares registered under my/our name(s);
    - (b) my/our irrevocable instruction and authority to each of Fairy King Prawn and/or GF 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, 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 of the date of receipt by the Transfer Agent of the duly completed Form of Acceptance and Transfer;  
*(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Privateco Shareholders or the first-named of joint registered Privateco Shareholders.)*  
Name: (in block capitals) .....  
Address: (in block capitals) .....
    - (c) my/our irrevocable instruction and authority to each of Fairy King Prawn and/or GF 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 any document 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;
    - (d) my/our due execution of this form will constitute an irrevocable authority to any director of Fairy King Prawn or GF 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 Fairy King Prawn or such person or persons as it may direct, all rights of the accepting Privateco Shareholders in respect of the Privateco Shares which are the subject of such acceptance;
    - (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 Privateco Shares to Fairy King Prawn or such person or persons as it may direct free from all liens, charges, claims and encumbrances and any other third-party rights of any nature and together with all rights attaching to them, including the right to receive in all dividends and other distributions, if any, declared on or after the date of the Composite Document, in respect of the Privateco Shares tendered pursuant to the Privateco Offer; and
    - (f) my/our agreement to ratify each and every act or thing which may be done or effected by Fairy King Prawn or GF 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 Fairy King Prawn, the Privateco, GF Capital and GF Securities that the Privateco Shares sold under the Privateco Offer by me/us are free from all options, liens, charges, claims, agreements, equities, security interest and 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 date on which the Privateco Offer is made, being the date of posting of the Composite Document. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations and warranties.
  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 Fairy King Prawn 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 this form duly cancelled, by ordinary post at my/our risk to the person named in paragraph 1(b) above or, if no name and/or address is stated above, to me or the first-named Privateco Shareholder (in the case of joint registered holders of Privateco Shares) at the address shown in the register of members of Privateco.
  5. I/We warrant to Fairy King Prawn and the Privateco that I/we have fully complied with the requirements and laws of the jurisdiction where my/our address is stated in the register of members of the Privateco and paid any issue, transfer or other taxes or other required payments due from me/us in connection with my/our acceptance of the Privateco Offer in any territory, and such acceptance shall be valid and binding in accordance with all laws and regulations.
  6. I/We warrant to Fairy King Prawn 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 and agree that cheque(s) issued for acceptance of the Privateco Offer not presented for payment within six months from the date of issue of the relevant cheque(s) will not be honoured and will be of no further effect and, in such circumstances, I/we should contact Fairy King Prawn for payment.
  8. I/We understand that no acknowledgement of receipt of this form will be given.
  9. I/We acknowledge that my/our Privateco Shares sold to Fairy King Prawn by way of acceptance of the Privateco Offer will be registered under the name of Fairy King Prawn or its nominee.
  10. I/We irrevocably undertake, represent, warrant and agree to and with Fairy King Prawn and GF 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 Fairy King Prawn 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 to Fairy King Prawn;
    - (b) an irrevocable authority to Fairy King Prawn 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 Fairy King Prawn 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 Fairy King Prawn subject to the Takeovers Code; and
    - (c) my/our agreement not to exercise any of such rights without the consent of Fairy King Prawn 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 Fairy King Prawn 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.
- For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations and warranties.
11. I/We acknowledge that, save as expressly provided in the 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、私人公司收購建議及綜合文件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。

閣下如已出售或轉讓全部名下之私人公司股份，應立即將本表格及隨附的綜合文件，送交買主或承讓人，或經手出售或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理，以便轉交買主或承讓人。本表格之條文構成私人公司收購建議之一部分，及本表格應與綜合文件一併閱讀。

向非香港居民或登記地址位於香港境外司法權區之人士提呈私人公司收購建議或該等人士接納私人公司要約，或會受到有關人士居住所在司法權區法例影響。獨立私人公司股東如為香港境外司法權區之市民、居民或擁有當地國籍之人士，應自行了解及遵守任何適用法律或監管規定，如有需要，應徵詢獨立專業意見。身為非香港居民之獨立私人公司股東欲接納私人公司收購建議，有責任信納自己完全遵守有關司法權區之法例，包括取得可能規定之任何政府或其他同意或遵守其他必要手續及支付有關司法權區應付之任何轉讓或其他稅項。任何人士之任何接納將被視為構成有關人士向靚蝦王作出聲明及保證，表示閣下已完全遵守所有適用法例及規定及在任何司法權區支付其就有關接納應付之任何發行、過戶手續費或其他稅項或其他規定款項，及有關接納根據所有適用法例及法規為有效及具約束力。為免生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司概不會作出上述陳述及保證，亦不受上述陳述及保證所規限。

#### 如何填寫本表格

獨立私人公司股東務請細閱本表格及綜合文件後，方填寫本表格。如欲接納廣發證券代表靚蝦王以現金每股私人公司股份 0.061 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收購建議，閣下應就不少於閣下欲接納私人公司收購建議涉及之有關私人公司股份數目填妥及簽署本表格，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項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秘書商務有限公司(「過戶代理」)，地址為香港皇后大道東183號合和中心22樓，惟無論如何不得遲於二零一四年七月二十一日下午四時正(香港時間)或靚蝦王根據收購則就私人公司收購建議之修訂或延長(如有)而可能釐定及公佈之較後日期及/或時間送達過戶代理(信封面須註明「SIH Limited」)。

#### 私人公司要約之接納及過戶表格

致：靚蝦王及廣發證券

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/吾等接納由廣發證券代表靚蝦王提出載於綜合文件之私人公司收購建議，以所述代價並按照及根據綜合文件及本表格所述條款及條件收購本表格所指之私人公司股份數目，如未有指明股數，則指本人/吾等名下登記持有之全部私人公司股份數目；
- 本人/吾等不可撤回地指示並授權靚蝦王及/或廣發證券及/或任何彼等各自之代理就本人/吾等根據私人公司收購建議之條款有權獲得之現金代價，以「只准入抬頭人賬戶」方式開出劃線支票予本人/吾等，然後於過戶代理接獲填妥之接納及過戶表格日期起計 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私人公司股東或名列首位之聯名登記私人公司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靚蝦王及/或廣發證券及/或任何其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收購建議出售私人公司股份賣方之身份，訂立、簽立及交付須訂立及簽立之任何文件，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文件或文據，並按該條例背書證明；
  - 本人/吾等正式簽署本表格將構成不可撤回地授權靚蝦王或廣發證券之任何董事或任何其可能指定之一名或多名人士，代表接納私人公司收購建議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，使已接納之私人公司股東於有關接納所涉及之私人公司股份之全部權利轉歸靚蝦王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/吾等轉讓予靚蝦王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、申索、協議、衡平權、擔保權益及產權負擔、優先購買權或任何性質之任何其他第三方權利，但連同附帶之所有權利，包括悉數收取於提出私人公司收購建議日期(即寄發綜合文件日期)或之後宣派、作出或派付之所有股息及其他分派(如有)之權利；及
  - 本人/吾等同意追認靚蝦王或廣發證券或任何彼等各自之代理或任何其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/吾等接納私人公司收購建議，將被視為構成本人/吾等向靚蝦王、私人公司、廣發融資及廣發證券保證，本人/吾等根據私人公司收購建議出售之私人公司股份，概無所有期權、留置權、押記、申索、協議、衡平權、擔保權益及產權負擔、優先購買權或任何性質之任何其他第三方權利，但連同附帶之所有權利，包括悉數收取於提出私人公司收購建議日期(即寄發綜合文件日期)或之後宣派、作出或派付之所有股息及其他分派(如有)之權利。為免生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司概不會作出上述陳述及保證，亦不受上述陳述及保證所規限。
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收購建議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靚蝦王。
4. 倘私人公司收購建議失效或倘根據私人公司收購建議之條款，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/吾等謹此授權並要求閣下將已正式註銷之本表格交回本人/吾等，以普通郵遞方式寄予上文第1(b)段所列人士，或如上文並無列明姓名及/或地址，則按私人公司股東名冊所示之地址寄予本人或名列首位之私人公司股東(如屬私人公司股份之聯名登記持有人)，郵誤風險由本人/吾等自行承擔。
5. 本人/吾等向靚蝦王及私人公司保證，本人/吾等已遵守本人/吾等於私人公司股東名冊載列之地址所處司法權區之規定及法律，並於任何司法權區就本人/吾等接納私人公司收購建議支付本人/吾等應付之任何發行、過戶或其他稅項或其他規定之費用，及有關接納根據所有法律及法規須有效並有約束力。
6. 本人/吾等向靚蝦王及私人公司保證，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或其他稅項及徵費。
7. 本人/吾等明白並同意，就接納私人公司要約而簽發之支票如在相關支票簽發日期起計六個月內並無出具兌付，則有關支票將不獲兌現且再無效力，而在此情況下，本人/吾等應聯絡靚蝦王以收取款項。
8. 本人/吾等明白，過戶代理將不會就本表格發出收據。
9. 本人/吾等確認透過接納私人公司收購建議而向靚蝦王出售本人/吾等之私人公司股份，將以靚蝦王或其代名人之名義登記。
10. 本人/吾等就根據私人公司收購建議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靚蝦王或其指示之名義登記者，向靚蝦王及廣發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，寄予靚蝦王；
  - 不可撤回地授權靚蝦王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，以委任靚蝦王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則以靚蝦王全權酌情釐定之方式作出投票；及
  - 本人/吾等協定，在未得靚蝦王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(而該代表並非靚蝦王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。

為免生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司概不會作出上述陳述及保證，亦不受上述陳述及保證所規限。

11. 本人/吾等確認，除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 Fairy King Prawn, GF Securities and the Transfer Agent 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 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 Fairy King Prawn and/or its subsidiaries or agents such as GF Securities, GF Capital, the Privateco and the Transfer Agent;
- compiling statistical 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 Fairy King Prawn, the Privateco or the Transfer Agent; and
- any other incidental or associated purposes relating to the above and/or to enable Fairy King Prawn and/or GF 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 Fairy King Prawn, GF Securities and/or the Transfer 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:

- Fairy King Prawn, its subsidiaries and/or agent(s), such as its financial adviser and the Transfer Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to Fairy King Prawn and/or GF Securities and/or the Transfer Agent, 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 Fairy King Prawn, GF Securities or the Transfer Agent considers to be necessary or desirable in the circumstances.

#### 4. Retention of Personal Data

Fairy King Prawn, GF Securities, the Privateco and the Transfer Agent will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

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

The Ordinance provides you with rights to ascertain whether Fairy King Prawn, GF Securities, the Privateco or the Transfer 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, Fairy King Prawn, GF Securities and the Transfer 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 Fairy King Prawn, GF Securities, the Privateco or the Transfer 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靚蝦王、廣發證券及過戶代理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收購建議，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收購建議享有之權利；
- 送遞靚蝦王及/或其附屬公司或代理(例如廣發證券、廣發融資、私人公司及過戶代理)所發出之通訊；
- 編製統計資料及股東資料；
- 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；
- 與靚蝦王、私人公司或過戶代理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/或令靚蝦王及/或廣發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，但靚蝦王、廣發證券及/或過戶代理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)：

- 靚蝦王、其附屬公司及/或代理(例如其財務顧問及過戶代理)；
- 向靚蝦王及/或廣發證券及/或過戶代理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
- 靚蝦王、廣發證券或過戶代理在有關情況下認為必需或適當之任何其他人士或機構。

#### 4. 個人資料的保留

靚蝦王、廣發證券、私人公司及過戶代理將按收集個人資料所需的用途保留本表格所收集的個人資料。無需保留的個人資料將會根據條例銷毀或處理。

#### 5. 查閱及更正個人資料

該條例賦予閣下權利確定靚蝦王、廣發證券、私人公司或過戶代理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，靚蝦王、廣發證券及過戶代理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，應向靚蝦王、廣發證券、私人公司或過戶代理(視乎情況而定)提出。

閣下簽署本表格即表示同意上述各項。