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 of Option Offer Acceptance, 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 of Option Offer Acceptance.

upon the whole of any part or the Contents of this Primal Option Oriel Acceptance. 香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本購股權要約接受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 就因本購股權要約接受表格全部或任何部份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 Option Offer Acceptance shall bear the same meanings as those defined in the composite offer document dated 12 August 2021 (the "Composite Document") jointly issued by Flourish Harmony Holdings Company Limited and Kerry Logistics Network Limited.
除文義另有所指外,本購股權要約接受表格所用詞彙與Flourish Harmony Holdings Company Limited及嘉里物流聯網有限公司於二零二一年八月十二日聯合刊發之綜合要約文件 (「綜合

文件」) 所界定者具有相同涵義

To be completed in all respects except the sections marked "Do not complete" 除註明「毋須填寫」之部份外,每項均須填寫

FORM OF OPTION OFFER ACCEPTANCE 購股權要約接受表格



Kerry Logistics Network Limited

嘉里物流聯網有限公司

(Incorporated in the British Virgin Islands and continued into Bermuda as an exempted company with limited liability) (於英屬維爾京群島註冊成立並於百慕達存續之獲豁免有限責任公司)

(Stock code: 636) (股份代號:636)

VOLUNTARY PARTIAL OPTION OFFER BY J.P. MORGAN ON BEHALF OF THE OFFEROR TO **CANCEL 51.8% OUTSTANDING SHARE OPTIONS**

J.P. MORGAN代表要約人提出之自願性部分購股權要約,藉以 註銷51.8%的尚未行使購股權

To accept the Option Offer made by J.P. Morgan for and on behalf of the Offeror, you should complete and sign this Form of Option Offer Acceptance and forward this Form of Option Offer Acceptance, together with (if any) the relevant certificate(s), letter(s) of grant and/or other document(s) evidencing the grant, as the case may be, of the Share Option(s) you intend to tender for acceptance, stating the number of Share Options in respect of which you intend to accept the Option Offer, by post or by hand to the Company at 16/F, Kerry Cargo Centre, 55 Wing Kei Road, Kwai Chung, New Territories, Hong Kong, in an envelope marked "Kerry Logistics Network Limited - Option Offer", as soon as possible after receipt of this Form of Option Offer Acceptance and in any event no later than 4:00 p.m. (Hong Kong time) on the First Closing Date, being Thursday, 2 September 2021 or such other time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce and the Executive may approve. If the number of Share Options held by you is less than the number of the Share Options stated in the Form of Option Offer Acceptance or if no number of Share Options is stated in the Form of Option Offer Acceptance or any other information in the Form of Option Offer Acceptance is, in the Offeror's view, missing, incomplete or erroneous, your acceptance would be invalid. Where reasonably practicable, the incomplete Form of Option Offer Acceptance will be returned to you for correction and resubmission. Any corrected Form of Option Offer Acceptance must be resubmitted and received by the Company by not later than 4:00 p.m. on the Final Closing Date. If the number of Share Options held by you is more than the number of the Share Options stated in the Form of Option Offer Acceptance, your acceptance in respect of the Share Options stated in the Form of Option Offer Acceptance would be valid and the Company will provide a confirmation letter in relation to the balance of Share Options to you. Unless the Option Offer is extended or revised in accordance with the Takeovers Code, no Form of Option Offer Acceptance received after the Final Closing Date will be accepted. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Option Offer Acceptance.

閣下如欲接納J.P. Morgan代表要約人提出之購股權要約,應在接獲本購股權要約接受表格後填妥及簽署本購股權要約接受表格,並將本購股權要約接受表格連同 閣下擬提呈接納購 股權的相關證書(如有)、授出函件及/或其他授出證明文件(視情況而定)(列明 閣下擬接納購股權要約所涉及之購股權數目),以郵遞或由專人送遞方式盡快送交本公司,地址為香 港新界葵涌永基路五十五號嘉里貨運中心十六樓,信封請註明「**嘉里物流聯網有限公司-購股權要約**」,無論如何不得遲於首個截止日期(即二零二一年九月二日(星期四))下午四時正 (香港時間)或要約人根據收購守則可能決定及公佈且執行人員可能批准的其他時間及/或日期。如果 閣下持有的購股權數目少於購股權要約接受表格中記載的購股權數目,或者如 果購股權要約接受表格中沒有註明購股權數目或本購股權要約接受表格之任何其他資料(要約人認為)有遺漏、未填妥或有錯誤, 閣下的接納將無效。不完整的股權要約接受表格將在 要約根據收購守則獲延期或修訂,否則於最後截止日期後收到之購股權要約接受表格將不獲受理。綜合文件附錄一載有之條文已載入並構成本購股權要約接受表格之一部份。

To: The Offeror Parent, the Offeror and J.P. Morgan 致:要約人母公司、要約人及J.P. Morgan

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Subject to the Option Offer becoming unconditional in all respects 待購股權要約在各方面成為無條件後,I (name) 本人(姓名)_ of (address) (地址)

hereby accept the Option Offer made by J.P. Morgan for and on behalf of the Offeror and agree, for the consideration set out in Note 1 of this Form of Option Offer Acceptance, to the cancellation of the number Share Option(s) specified below, upon and subject to the terms and conditions contained herein and in the Composite Document. 謹此接納由J.P. Morgan代表要約人提出之購股權要約,並同意按本購股權要約接受表格附註1載列之代價,按本表格及綜合文件載有的條款及條件並在有關條款及條件的規限下註銷

Number of Share Option(s) at the exercise price of HK\$10.20 per Share you wish to tender for acceptance 閣下欲提呈接納之行使價為每股10.20港元的購股權之數目 FIGURES WORDS

Notes

下文列明數目的購股權

- Consideration for cancellation of each Share Option granted pursuant to the Share Option Scheme is HK\$8.60 根據購股權計劃授出的每份購股權之註銷代價為8.60港元
- The final number of Share Options tendered for acceptance which will be taken up by the Offeror under the Option Offer for cancellation will be determined in accordance with the formula set out in the Composite Document. 就接納所提呈之購股權之最終數目 (將由要約人根據購股權要約承購以便註銷) 將按照綜合文件所載之公式釐定。
- If the number of the Share Options held by you is less than the number of Share Options stated in this Form of Option Offer Acceptance or if no number of Share Options is stated in this Form of Option Offer Acceptance, your acceptance of the Option Offer would be invalid. If the number of Share Options held by you is more than the number of the Share Options stated in the Form of Option Offer Acceptance, your acceptance in respect of the Share Options stated in the Form of Option Offer Acceptance would be valid and the Company will provide a confirmation letter in

relation to the balance of Share Options to you.

如果 關下持有的購股權數目少於本購股權要約接受表格中記載的購股權數目,或者如果本購股權要約接受表格中沒有注明購股權數目, 閣下對購股權的接納將無效。如果 閣下持有的股 購股權數目多於購股權要約接受表格所述的購股權數目,則 閣下對購股權要約接受表格所述的購股權的接納將有效,本公司將向 閣下提供有關購股權剩餘數目的確認函。

Signed by the Optionholder in the presence of: 購股權持有人在下列見證人見證下簽署: Signature of Witness 見證人簽署	SIGNED this 於二零二一年	_ day of 月	2021 日簽署
Name of Witness 見證人姓名			
Address of Witness 見證人地址			
	Signature o 購股	of the Optionholder 霍持有人簽署	
Occupation of Witness 見證人職業			

DO NOT COMPLETE 請勿填寫本欄

Date of Cancellation 許銷日期

THIS FORM OF OPTION OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Form of Option 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.

HOW TO COMPLETE THIS FORM OF OPTION OFFER ACCEPTANCE

To accept the Option Offer made by J.P. Morgan for and on behalf of the Offeror, you should complete and sign this Form of Option Offer Acceptance and forward this Form of Option Offer Acceptance, together with (if any) the relevant certificate(s), letter(s) of grant and/or other document(s) evidencing the grant, as the case may be, of the Share Options you intend to tender for acceptance, stating the number of Share Options in respect of which you intend to accept the Option Offer, by post or by hand, in an envelope marked "Kerry Logistics Network Limited – Option Offer", to the Company at 16/F, Kerry Cargo Centre, 55 Wing Kei Road, Kwai Chung, New Territories, Hong Kong as soon as practicable, but in any event no later than 4:00 p.m. (Hong Kong time) on the First Closing Date, being Thursday, 2 September 2021 or such other time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce and the Executive may approve. If the number of Share Options held by you is less than the number of the Share Options stated in the Form of Option Offer Acceptance or in no number of Share Options is stated in the Form of Option Offer Acceptance or any other information in the Form of Option Offer Acceptance is, in the Offeror's view, missing, incomplete or erroneous, your acceptance would be invalid. Where reasonably practicable, the incomplete Form of Option Offer Acceptance will be returned to you for correction and resubmission. Any corrected Form of Option Offer Acceptance must be resubmitted and received by the Company by not later than 4:00 p.m. on the Final Closing Date. If the number of Share Options stated in the Form of Option Offer Acceptance would be valid and the Company will provide a confirmation letter in relation to the balance of Share Options to you. Unless the Option Offer Acceptance would be valid and the Company will provide a confirmation letter in relation to the balance of Share Options to you. Unless the Option Offer her provisions contained in Appendix I to the Composite Docu

FORM OF OPTION OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Company

- 1. My execution of this Form of Option Offer Acceptance (whether or not such form is dated) shall be binding on my successors and assignees, and shall constitute:
 - (a) my acceptance of the Option Offer made by J.P. Morgan for and on behalf of the Offeror, for the consideration and on and subject to the terms and conditions contained in the Composite Document and herein mentioned, in respect of the number of Share Option(s) as specified in this Form of Option Offer Acceptance subject to being scaled down in accordance with the formula set out in the Composite Document;
 - (b) my irrevocable instruction and authority to each of the Offeror Parent, the Offeror, J.P. Morgan and/or their respective agent(s) to send a cheque crossed "Not negotiable-account payee only" drawn in my favour for the cash consideration to which I shall have become entitled under the terms of the Option Offer by ordinary post at my own risk to the person and the address stated below or, if no name and address is stated below, to me at 16/F, Kerry Cargo Centre, 55 Wing Kei Road Kwai Chung, New Territories, Hong Kong as soon as possible but in any event within 7 Business Days following the Final Closing Date; and to send (if any) the certificate(s), letter(s) of grant and/or other document(s) evidencing the grant (if any) in respect of the balance, if any, of the Share Option(s) not accepted by the Offeror under the Option Offer by ordinary post at my own risk to the person and the address stated below or, if no name and address is stated below, to me at 16/F, Kerry Cargo Centre, 55 Wing Kei Road Kwai Chung, New Territories, Hong Kong as soon as possible but in any event within ten business days (as defined in the Takeovers Code) following the Final Closing Date;

ne: (in block capitals)	_
ress: (in block capitals)	_

- (c) my irrevocable instruction and authority to each of the Offeror Parent, the Offeror, the Company, J.P. Morgan and/or such person or persons as any of them may direct to complete and execute any document on my behalf in connection with my acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling the Share Option(s) tendered and taken up by the Offeror under the Option Offer, following which such Share Option(s) will be cancelled and extinguished;
- (d) my 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 cancel my Share Option(s) tendered and taken up by the Offeror under the Option Offer free from all liens, charges, options, claims, equities, adverse interests, third parties rights or Encumbrances whatsoever in respect of the Share Option(s); and
- (e) my agreement to ratify and confirm each and every act or thing which may be done or effected by the Offeror Parent, the Offeror, the Company, J.P.

 Morgan and/or their respective agents or such person or persons as any of them may direct on the proper exercise of any powers and/or authorities contained berein
- 2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to you that (i) the number of Share Option(s) specified in this Form of Option Offer Acceptance tendered for acceptance are free from all Encumbrances and together with all rights and benefits accruing and attaching thereto as at the Final Closing Date; and (ii) I have not taken or omitted to take any action which will or may result in the Offeror Parent, the Offeror, the Company, or J.P. Morgan or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Option Offer or my acceptance thereof, and is permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- 3. In the event that my acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I authorise and request the Offeror Parent, the Offeror, the Company, J.P. Morgan and/or such person or persons as any of them may direct to return to me my relevant certificate(s) or letter(s) of grant, as the case may be, of the Share Options tendered for acceptance of the Option Offer, together with this Form of Option Offer Acceptance duly cancelled, by ordinary post at my own risk to the person and address stated in 1(b) above or, if no name and address is stated, to me at 16/F, Kerry Cargo Centre, 55 Wing Kei Road Kwai Chung, New Territories, Hong Kong.
- 4. I enclose the relevant certificate(s) or letter(s) of grant and/or other document(s) evidencing the grant (if any), as the case may be, of the Share Options tendered for acceptance of the Option Offer which are to be held by the Offeror Parent, the Offeror, J.P. Morgan and/or such person or persons as any of them may direct on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any Form(s) of Option Offer Acceptance and relevant certificate(s) or letter(s) of grant or document(s) evidencing the grant, as the case may be, of the Share Option(s) will be given. I further understand that all relevant documents will be sent by ordinary post at my own risk.
- 5. I represent and warrant to you that I am the holder of the Share Option(s) specified in this Form of Option Offer Acceptance and I have the full right, power and authority to surrender my Share Option(s) for cancellation by way of acceptance of the Option Offer.
- 6. It is the responsibility of each Overseas Optionholder who wishes to accept the Option Offer to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements and the payment of any transfer or other taxes due from such Optionholder in such relevant jurisdictions.
- 7. Any acceptance of the Option Offer by an Overseas Optionholder will be deemed to constitute a representation and warranty from such Overseas Optionholder to the Offeror Parent, the Offeror and the Company that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Option Offer can be accepted by such Overseas Optionholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
- 8. I acknowledge that, save as expressly provided in the Composite Document and this Form of Option Offer Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本購股權要約接受表格乃重要文件,請即時處理。

閣下如對本購股權要約接受表格的任何方面或應採取的行動有任何疑問,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。

本購股權要約接受表格之填寫方法

閣下如欲接納J.P. Morgan代表要約人所作的購股權要約,應填妥並簽署本購股權要約接受表格,並將本購股權要約接受表格連同 閣下擬提呈接納購股權的相關證書(如有)、授出函件及/或其他授出證明文件(視情況而定)(列明 閣下擬接納購股權要約所涉及的購股權數目)以郵寄或專人送遞方式於可行情況下盡快送交本公司,地址為香港新界葵涌永基路五十五號嘉里貨運中心十六樓,信封請註明「**嘉里物流聯網有限公司 - 購股權要約**」,惟無論如何不得遲於首個截止日期(即二零二一年九月二日(星期四))下午四時正(香港時間)或要約人根據收購守則可能決定及公佈且執行人員可能批准之其他時間及/或日期。如果 閣下持有的購股權數目少於購股權要約接受表格中記載的購股權數目,或者如果購股權要約接受表格中沒有註明購股權數目或本購股權要約接受表格之任何其他資料(要約人認為)有遺漏、未填妥或有錯誤,閣下的接納將無效。不完整的股權要約接受表格內沒有註明購股權數目或本購股權要約接受表格之任何其他資料(要約人認為)有遺漏、未填妥或有錯誤,閣下的接納將無效。不完整的股權要約接受表格將在合理可行的情況下被退還與 閣下以供更正和重新提交。任何更正的購股權要約接受表格必須在不遲於最後截止日期下午四時正重新提交並由本公司收到。如果 閣下持有的股購股權數目多於購股權要約接受表格所述的購股權數目,則 閣下對購股權要約接受表格所述的購股權內接納將有效,本公司將向 閣下提供有關購股權剩餘數目的確認函。除非購股權要約根據收購守則獲延期或修訂,否則於最後截止日期下午四時正後收到之購股權要約接受表格將不獲受理。綜合文件附錄一載有之條文已載入並構成本購股權要約接受表格之一部份。

與購股權要約有關之購股權要約接受表格

致:本公司

- 1. 本人簽署本購股權要約接受表格(不論有關表格有否填寫日期)將對本人的繼承人及承讓人有約束力,即表示:
 - (a) 本人按綜合文件及本表格所載條款及條件並在有關條款及條件的規限下接納由J.P. Morgan代表要約人提出的購股權要約以收取對價, 所涉及的購股權數目於本購股權要約接受表格中列明,可根據綜合文件所載列的公式按比例減少:
 - (b) 本人不可撤回地指示並授權要約人母公司、要約人、J.P. Morgan各方及/或彼等各自的代理,將本人根據購股權要約的條款應得的現金代價以「不得轉讓一只准入抬頭人賬戶」方式開出劃線支票,盡快但無論如何於最後截止日期後七個營業日內以普通郵遞方式寄予下文所載的人士及地址或如無填寫姓名及地址,則按地址香港新界葵涌永基路55號嘉里貨運中心16樓寄予本人,郵誤風險由本人承擔;並將有關要約人並無接納購股權要約項下的購股權餘額(如有)的證書(如有)、授出函件及/或其他授出證明文件(如有),盡快但無論如何於最後截止日期後十個營業日內(定義見收購守則)以普通郵遞方式寄予下文所載的人士及地址或如無填寫姓名及地址,則按地址香港新界葵涌永基路55號嘉里貨運中心16樓寄予本人,郵誤風險由本人承擔;

姓名:	(請用正楷填寫)	 	 	 	 	 	
地址:	(請用正楷填寫)	 	 	 	 	 	

- (c) 本人不可撤回地指示及授權要約人母公司、要約人、本公司、J.P. Morgan各方及/或彼等任何一方可能指定之有關人士,代表本人填妥及簽署任何有關本人接納購股權要約之文件,以及完成任何其他必需或合宜之行動,將根據購股權要約提呈及獲要約人承購之購股權註銷,此後該等購股權將隨即註銷及不可再予行使;
- (d) 本人承諾於必需或合宜時簽署有關其他文件及完成有關其他行動及事項,以將本人根據購股權要約提呈及獲要約人承購之購股權註 銷,該等購股權不附帶一切留置權、押記、選擇權、申索權、衡平權、不利權益、第三方權利及任何產權負擔;及
- (e) 本人同意追認及確認要約人母公司、要約人、本公司、J.P. Morgan及/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適當 行使本購股權要約接受表格所載任何權力及/或授權時可能作出或進行之各種行動或事宜。
- 2. 本人明白本人接納購股權要約,將被視為構成本人向 閣下保證(i)本購股權要約接受表格所註明已提呈接納之購股權數目均不附帶任何產權 負擔,並連同該等購股權於最後截止日期所附帶之一切權利及利益;及(ii)本人並無採取或不採取任何行動而相關行動將或可能致使要約人 母公司、要約人、本公司或J.P. Morgan或任何其他人士違反任何地區與購股權要約或本人接納有關之法律或監管規定,且本人根據所有適用 法例獲准收取及接納購股權要約(及其任何修訂),而根據所有適用法例,該接納為有效及具有約束力。
- 3. 倘按購股權要約之條款,本人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,本人授權並 懇請要約人母公司、要約人、本公司、J.P. Morgan及/或彼等可能指定之有關人士,將本人就接納購股權要約所提呈之購股權相關證書或授 出函件(視情況而定)連同經正式註銷之本購股權要約接受表格以普通郵遞方式一併寄予上文1(b)所列之人士及地址,或如未有列明姓名及地 址,則按地址香港新界葵涌永基路55號嘉里貨運中心16樓寄予本人,郵誤風險概由本人承擔。
- 4. 本人茲附上本人欲接納購股權要約之購股權相關證書或授出函件及/或其他授出證明文件(如有)(視情況而定),由要約人母公司、要約人、J.P. Morgan及/或彼等可能指定之有關人士按購股權要約之條款及條件予以保存。本人明白任何交回之購股權要約接受表格及購股權的相關證書或授出函件或授出證明文件(視情況而定)概不獲發收據。本人亦瞭解所有相關文件將以普通郵遞方式寄發,郵誤風險概由本人自行承擔。
- 5. 本人向 閣下聲明及保證,本人為本購股權要約接受表格所註明之購股權持有人,而本人有全部權利、權力及授權以接納購股權要約之方式,交出本人之購股權予以註銷。
- 6. 欲接納購股權要約的各海外購股權持有人有責任使其自身信納已就此完全遵守相關司法權區的法律(包括獲得政府、外匯管制或其他方面的任何同意或備案及登記規定),包括遵守所有必要的手續或法律或監管規定以及支付相關司法權區應收有關購股權持有人的任何轉讓費用或其他稅項。
- 7. 海外購股權持有人對購股權要約的任何接納將被視為構成有關海外購股權持有人向要約人母公司、要約人及本公司作出的以下聲明及保證: (i)已遵守與此接納有關的所有地方法律及規定及(ii)有關海外購股權持有人可根據相關司法權區的法律法規接納購股權要約,而根據所有適用的法律法規,此接納乃屬有效且具有約束力。
- 8. 本人承認,除綜合文件及本購股權要約接受表格明文規定外,據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror Parent, the Offeror, J.P. Morgan and the Company 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 Option Offer for your Share Option(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Option Offer.

2. Purposes

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

- processing your acceptance and verification or compliance with the terms and application procedures set out in this Form of Option Offer Acceptance and the Composite Document;
- cancelling the Share Option(s) in your name;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror Parent, the Offeror and/or its agents such as financial advisers, and/or the Company;
- compiling statistical information and Optionholder profiles;
- · establishing benefit entitlements of the Optionholders;
- · disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror Parent, the Offeror or the Company; and

 any other incidental or associated purposes relating to the above and other purpose to which the Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Option Offer Acceptance will be kept confidential but the Offeror Parent, the Offeror, J.P. Morgan and/or the Company 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 Parent, the Offeror, J.P. Morgan, the Company and any of their agents;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror Parent, the Offeror, J.P. Morgan and/or the Company, in connection with the operation of their businesses;
- 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 institutions in securities; and
- any other persons or institutions whom the Offeror Parent, the Offeror, J.P.
 Morgan and/or the Company 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 Parent, the Offeror, J.P. Morgan and/or the Company holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror Parent, the Offeror, J.P. Morgan and/or the Company has 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 Parent, the Offeror, J.P. Morgan or the Company (as the case may be).

BY SIGNING THIS FORM OF OPTION 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 閣下有關要約人母公司、要約人、J.P. Morgan及本公司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

如 閣下就所持有之購股權接納購股權要約, 閣下須提供所需之個人資料,倘 閣下未能提供所需資料,則可能導致 閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發 閣下根據購股權要約應得之代價。

2. 用途

閣下於本購股權要約接受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 閣下之接納申請及核實或遵循本購股權要約接受表格及綜合 文件載列之條款及申請手續:
- 註銷以 閣下名義登記之購股權;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 自要約人母公司、要約人及/或其代理(例如財務顧問)及/或本公司發佈通訊:
- 編製統計資料及購股權持有人資料;
- 確立購股權持有人之獲益權利;
- 披露有關資料以方便進行權益申索;
- 按法例、規則或規例規定(無論法定或其他規定)作出披露;
- 有關要約人母公司、要約人或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購股權持有人可能不時同意或知悉之其他用途。

3. 轉交個人資料

本購股權要約接受表格提供之個人資料將會保密·惟要約人母公司、要約人、J.P. Morgan及/或本公司為達致上述或有關任何上述之用途,可能作出彼等認為必需之查詢,以確認個人資料之準確性,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:

- 要約人母公司、要約人、J.P. Morgan、本公司及其任何代理;
- 為要約人母公司、要約人、J.P. Morgan及/或本公司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、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
- 要約人母公司、要約人、J.P. Morgan及/或本公司認為必需或適當情況下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, 閣下可確認要約人母公司、要約人、J.P. Morgan 及/或本公司是否持有 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,要約人母公司、要約人、J.P. Morgan及/或本公司有權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,須提交予要約人母公司、要約人、J.P. Morgan或本公司(視情況而定)。

閣下一經簽署本購股權要約接受表格即表示同意上述所有條款