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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the accompanying composite offer and response document dated 28 July 2017 (the "Composite Document") jointly issued by Asian Growth Properties Limited ("AGP") and Nan Luen International Limited.

除文義另有所指外，本表格所用詞彙與隨附於 Asian Growth Properties Limited (「AGP」) 及 Nan Luen International Limited 聯合刊發日期為二零一七年七月二十八日之綜合要約及回應文件 (「綜合文件」) 所界定者具有相同涵義。

THIS FORM IS FOR USE IF YOU WANT TO ACCEPT THE OFFER.

本表格在 閣下欲接納要約時使用。



ASIAN GROWTH PROPERTIES LIMITED

(Registered in Bermuda with limited liability)

(於百慕達註冊之有限公司)

(Stock Code: AGP)

(股份代號: AGP)

| | | | |
|-------------|---|-------------|--|
| BOX A 甲欄 | NAME(S) AND ADDRESS(ES) OF REGISTERED SHAREHOLDER(S) 已登記股東之姓名及地址 | BOX B 乙欄 | REGISTERED HOLDING OF AGP SHARES OF US\$0.05 EACH 已登記持有每股面值0.05美元之AGP股份 |
| | | BOX C 丙欄 | NUMBER OF SHARES IN S E A HOLDINGS LIMITED THAT CAN BE EXCHANGED FOR PURSUANT TO THE OFFER IN RESPECT OF YOUR REGISTERED HOLDING OF AGP SHARES 閣下名下登記持有之AGP股份根據要約可換作爪哇控股有限公司股份之數目 |

FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF US\$0.05 EACH IN THE ISSUED SHARE CAPITAL OF ASIAN GROWTH PROPERTIES LIMITED

ASIAN GROWTH PROPERTIES LIMITED 已發行股本中每股面值0.05美元股份之接納及過戶表格

**To be completed in all respects (Please refer to "How to complete this form" on page 2)
每項均須填寫 (請參閱第2頁「本表格之填寫方法」)**

For Independent AGP Shareholders arising from the Distribution in Specie of AGP Shares by S E A Holdings Limited (the "Distribution") who wish to accept the Offer, please send this form to:

對於因爪哇控股有限公司實物分派AGP股份 (「實物分派」) 而成為之AGP獨立股東而言，倘有意接納要約，請將本表格寄發至：

Tricor Standard Limited Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong
卓佳標準有限公司 香港皇后大道東183號合和中心22樓

For Independent AGP Shareholders other than those arising from the Distribution who wish to accept the Offer, please send this form to:

對於非因實物分派而成為之AGP獨立股東而言，倘有意接納要約，請將本表格寄發至：

Computershare Investor Services (Bermuda) Limited The Pavilions, Bridgwater Road, Bristol BS99 6AH, United Kingdom

FOR THE CONSIDERATION stated below, the "Transferor(s)" named in Box A above hereby transfer(s) to the "Transferee" named below the AGP Share(s) of US\$0.05 each in the issued share capital of AGP specified below subject to the terms contained herein and in the accompanying Composite Document dated 28 July 2017.

上述甲欄所述之「轉讓人」現根據本表格及隨附日期為二零一七年七月二十八日之綜合文件所載條款，按下述代價將下文所列明AGP已發行股本中每股面值0.05美元之AGP股份轉讓予下列「承讓人」。

| | | |
|--|-------------|--|
| COMPLETE THIS SECTION ONLY IF YOU WISH TO ELECT FOR A COOLING-OFF PERIOD OF 10 BUSINESS DAYS IN RESPECT OF YOUR ACCEPTANCE OF THE OFFER 倘 閣下欲就接納要約選擇為期10個營業日的冷靜期，請填寫本部分 | BOX D 丁欄 | If you wish to elect for a Cooling-off Period, please enter a tick (✓) in the box below. 倘 閣下有選擇冷靜期，請在下述方格劃上(✓)號。 |
| <i>Note: Please note that if you choose to have a Cooling-off Period, you will only receive the Consideration Shares and Cash Portion of the Offer within 7 Business Days after the Cooling-off Period expires.</i> 附註：請注意，倘 閣下選擇冷靜期，則 閣下僅可於冷靜期屆滿後7個營業日內收取代價股份及要約之現金部份。 | | <input type="checkbox"/> |

| BOX E 戊欄 | Number of AGP Share(s) to be transferred (Note) 將予轉讓之AGP股份數目 (附註) | FIGURES 數目 | WORDS 大寫 |
|-------------|--|---|----------|
| | CONSIDERATION 代價 | One (1) share in S E A Holdings Limited and HK\$3.0 for every four (4) AGP Shares 每四(4)股AGP股份換取一(1)股爪哇控股有限公司股份及港幣3.0元 | |
| | TRANSFeree 承讓人 | Name 名稱 : Nan Luen International Limited Registered address 註冊地址 : Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda Occupation 職業 : Corporation 法人團體 | |

Signed by the Transferor(s) in the presence of:

轉讓人在見證下簽署：

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's chop, if applicable

轉讓人簽署/公司印章 (如適用)

Date of signature of this form

本表格之簽名日期

Telephone number of Transferor(s)

轉讓人聯絡電話號碼



All joint holders must sign here
所有聯名持有者均須於在這裡簽署

DO NOT COMPLETE 請勿填寫本欄

Signed by the Transferee in the presence of:

承讓人在見證下簽署：

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

For and on behalf of Nan Luen International Limited

為及代表 Nan Luen International Limited

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

This form of transfer is dated

轉讓日期

Note: Insert the total number of AGP Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of AGP Share(s) or those physical AGP Share(s) tendered for acceptance of the Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the S E A Hong Kong Branch Share Registrar or AGP Share Registrar on or before the latest time and date for acceptance of the Offer.

附註：請填上接納要約所涉及之AGP股份總數。倘並無指定數目或指定數目大於 閣下登記持有之AGP股份數目或就接納要約而提交之AGP實物股票之股份數目，而 閣下已簽署本表格，則本表格將被退回 閣下作更正及重新提交。任何經更正之表格必須於接納要約之最後時間及日期之前重新提交並送回爪哇之香港股份總戶登記分處或AGP股份總戶登記處。

If you have sold or transferred all your AGP Shares, you should at once hand this form and the Composite Document to the purchaser or the transferee 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 or the transferee.

The making of the Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself 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 consent which may be required and the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction.

In the event that you exercise the right to withdraw your acceptance (in writing) during the Cooling-off Period, you cannot reaccept the Offer in respect of the AGP Shares tendered.

If you are a nominee (including but not limited to Hong Kong Securities Clearing Company Limited and HKSCC Nominees Limited) accepting the Offer on behalf of underlying AGP beneficial owners, and if only part of the underlying AGP beneficial owners have elected for a Cooling-off Period, please submit **two** separate copies of this form: (i) one with Box D ticked, and with the total number of AGP Shares for which a Cooling-off Period is elected inserted into Box E, and (ii) one with Box D **not** ticked, and with the total number of AGP Shares for which a Cooling-off Period is **not** elected inserted into Box E.

This form should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS FORM

(i) To accept the Offer made by Ample Capital on behalf of the Offeror to acquire your AGP Shares, you should complete in every detail and sign this form overleaf and forward this entire form together with other relevant documents (if applicable) by post, by express mail or other similar courier services, or by hand, marked "Asian Growth Properties Limited – The Offer" on the envelope to the SEA Hong Kong Branch Share Registrar, Tricor Standard Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong (for Independent AGP Shareholders arising from the Distribution), or AGP Share Registrar at The Pavilions, Bridgwater Road, Bristol BS99 6AH, United Kingdom (for Independent AGP Shareholders other than those arising from the Distribution) by no later than Hong Kong time 4:00 p.m. (United Kingdom time 9:00 a.m.) on Monday, 28 August 2017 (being the Closing Date) or such later time and/or date as the Offeror may announce in accordance with the requirements of the Takeovers Code. The provisions of Appendix I to the Composite Document form part of this form. Independent AGP Shareholders should read the Composite Document before completing this form. Acceptance of the Offer by you will constitute a warranty by you to the Offeror, Ample Capital and AGP that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities, regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Offer. 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.

If you do not complete this form, your acceptance will be deemed invalid and accordingly there will be no acceptance of the Offer.

(ii) If this form is not completed strictly in accordance with the instructions set out herein, the Offeror reserves the right to treat this form as valid to the extent that it deems this form to have been completed in accordance with such instructions as may appear to the Offeror to be your intentions. The Offeror accepts no liability for its determination under this paragraph.

Warning: If you are holding the AGP Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "Nominee Arrangement" in the Appendix I of the Composite Document in particular as to the matters which you should consider.

THIS FORM

To: The Offeror and Ample Capital

(i) My/Our execution of this form (whether or not such form is dated and which shall be binding on my/our successors and assigns) shall constitute subject to the terms of the Composite Document and this form:

- (a) my/our irrevocable acceptance of the Offer, made by Ample Capital on behalf of the Offeror as contained in the Composite Document, for the consideration set out on this form and on and subject to the terms therein and herein mentioned (including the terms set out under the section headed "How to complete this form" above), in respect of the number of AGP Shares specified in this form subject to alterations in accordance with the terms of this form;
- (b) my/our irrevocable instruction and authority to the AGP Share Registrar that the share certificate to be issued to me/us in respect of my/our AGP Shares tendered for acceptance under the Offer be issued to the Offeror and/or its agent(s) in accordance with and against surrender of this form which has been duly signed by me/us subject to the terms and conditions of the Offer;
- (c) my/our irrevocable instruction and authority to the Offeror and/or Ample Capital or their respective agent(s) to send the consideration share certificate(s) for the SEA Shares issued in my/our name, to which I/we shall have become entitled under the terms of the Offer in each case by ordinary post at my/our risk to the person(s) named below or, if no name(s) and/or address is/are stated below, to the first-named transferor at the address shown in the register of members of AGP:

(Insert here the name and address of the person to whom the relevant Consideration Share certificate(s) of the SEA Shares is/are to be sent if different from the registered shareholder or the first-named of the joint registered shareholders.)

Name: (in block capitals) _____

Address: _____

- (d) my/our irrevocable instruction and authority to the Offeror and/or Ample Capital or their respective agent(s) to register my/our AGP Shares in the name of the Offeror and to deliver the share certificate(s) in respect of my/our AGP Shares to the Offeror;
 - (e) my/our irrevocable instruction and authority to any director of the Offeror and/or Ample Capital or such person or persons as either of them may direct to complete, amend and execute any document on my/our behalf including but without limitation to insert a date in this form and to duly complete this form in accordance with the section headed "How to complete this form" above or, if I/we or any other person shall have inserted a date, to delete such date and insert another date 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 AGP Shares tendered for acceptance of the 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 AGP Shares tendered for acceptance of the Offer 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 and other distributions, if any, declared, made or paid after the date of the issue of the AGP Shares;
 - (g) my/our agreement that the settlement of the consideration to which I/we will be entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which the Offeror may otherwise be, or claim to be, entitled against me/us; and
 - (h) my/our agreement to ratify each and every act or thing done or effected by the Offeror and/or Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar 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.
- (ii) In the event we withdraw our acceptance, with the consent of the Executive or in accordance with the Cooling-off Period (as the case may be), all instructions, authorisations and undertakings contained in paragraph (i) above shall cease and in which event, I/we authorise and request you to return to me/us this form duly cancelled together with the relevant AGP Share certificate(s), by ordinary post at my/our risk to the person named 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 address shown in the register of members of AGP (except for Hong Kong Securities Clearing Company Limited and HKSCC Nominees Limited where we will have separate arrangement). For details, you should refer to the section headed "Right of withdrawal" in the Appendix I of the Composite Document.
- (iii) I/We understand that no acknowledgement of receipt of this form and/or any other documents will be given.
- (iv) I/We hereby warrant and represent to you that, I am/we are the registered shareholder(s) of the number of AGP Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of such AGP Shares to the Offeror by way of acceptance of the Offer 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 and distributions, if any, declared, made or paid after the Closing Date.
- (v) I/We acknowledge that, save as expressly provided in the Composite Document and in this form, all the acceptance, instructions, authorities and undertaking hereby given shall be unconditional and irrevocable.

閣下如已悉數出售或轉讓 閣下名下之AGP股份，應立即將本表格連同綜合文件送交買主或承讓人或經手買賣或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

向任何居於香港以外司法權區之人士提出要約可能會受有關司法權區之法例影響。倘 閣下為香港以外司法權區之市民、居民或國民，則應自行瞭解任何適用法例規定，並加以遵守。 閣下如欲接納要約，則有責任就此自行全面遵守有關司法權區之法例，包括在該司法權區取得任何政府、外匯管制或其他所需的同意，以及遵守其他必要手續或法律規定及繳付任何轉讓或其他稅項之應付款項。

倘 閣下於冷靜期內以書面形式行使撤回接納之權力，則 閣下將不能就所提交之AGP股份重新接納要約。

倘 閣下為代表相關AGP實益擁有人接納要約之代名人(包括但不限於香港中央結算有限公司及香港中央結算(代理人)有限公司)，以及倘僅有部份相關AGP實益擁有人選擇冷靜期，請提交本表格的兩份獨立副本：(i)一份於丁欄打勾，並於戊欄填上選擇冷靜期之AGP股份總數目；以及(ii)一份並無於丁欄打勾，並於戊欄填上並無選擇冷靜期之AGP股份總數目。

本表格應與綜合文件一併閱覽。

本表格之填寫方法

(i) 閣下如欲接納豐盛融資代表要約人提出收購 閣下名下之AGP股份之要約，則 閣下應詳盡地填妥及簽署本表格背頁，並盡快將整份表格連同其他相關文件(如適用)(信封面須註明「Asian Growth Properties Limited — 要約」)以郵遞、速遞或其他類似派遞方式，或以專人送達方式送交爪哇之香港股份過戶登記處卓佳標準有限公司(地址為香港皇后大道東183號合和中心22樓)(就因實物分派而成為之AGP獨立股東而言)或AGP股份過戶登記處(地址為The Pavilions, Bridgwater Road, Bristol BS99 6AH, United Kingdom)(就AGP獨立股東(非因實物分派而成為者)而言)，須不遲於二零一七年八月二十八日(星期一)(即截止日期)香港時間下午四時正(英國時間上午九時正)，或要約人根據收購守則規定可能公佈之較後時間及/或日期送達。綜合文件附錄一之條文構成本表格之一部分。AGP獨立股東於填寫本表格前，請細閱綜合文件。 閣下接納要約，即構成 閣下向要約人、豐盛融資及AGP保證 閣下已遵守所有適用法律及規定以及根據所有適用法律及規定獲允許接收及接納要約及其任何修訂，而 閣下已辦理一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他所須的同意及辦妥一切所需之登記及存檔，並已支付 閣下於任何相關司法權區因接納而應付之所有轉讓費或其他稅項及徵費或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。 閣下決定是否接納要約時應諮詢專業意見。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任何聲明及保證，亦不受上述任何聲明及保證所規限。

倘 閣下並無填妥此表格，則 閣下之接納將被視為無效及並無接納要約。

(ii) 倘本表格並無嚴格根據其所載之指示填妥，則要約人保留權利，可在要約人認為本表格已根據有關其認為屬 閣下意向之指示填妥之情況下視本表格為有效。要約人對本段所述決定概不負責。

警告：倘 閣下代表另一名人士以代名人或其他身份持有AGP股份， 閣下應參閱綜合文件附錄一「代名人安排」一節，尤其是有關 閣下應考慮之事宜。

本表格

致：要約人及豐盛融資

(i) 根據綜合文件及本表格之條款，本人/吾等簽立本表格(不論有關表格是否已註明日期，而有關表格對本人/吾等之繼承人及承讓人均具約束力)，即構成：

- 本人/吾等按本表格所載之代價及根據綜合文件及本表格所述之條款(包括上文「本表格之填寫方法」一節所載條款)，就本表格所列明之AGP股份數目(可按本表格之條款更改)，不可撤回地接納綜合文件所載豐盛融資代表要約人提出之要約；
- 本人/吾等不可撤回地指示及授權AGP股份過戶登記處，在要約之條款及條件規限下，根據本人/吾等正式簽署並交回之本表格，向要約人及/或其代理人發出本人/吾等因接納要約並交回AGP股份而獲發之股票；
- 本人/吾等不可撤回地指示及授權要約人及/或豐盛融資或彼等各自之代理人，根據要約之條款向本人/吾等發出以本人/吾等名下之代價股份(爪哇股份)股票，並於各情況下以平郵方式寄發該股票予下列人士(或倘並無於下文列明姓名及/或地址，則按AGP股東名冊所示之地址寄予名列首位之轉讓人)，郵誤風險概由本人/吾等承擔：

(倘應收取相關代價股份(爪哇股份)股票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填寫應收取該股票人士之姓名及地址。)

姓名：(請用正楷填寫) _____

地址： _____

- 本人/吾等不可撤回地指示及授權要約人及/或豐盛融資或彼等各自之代理人，以要約人名義登記本人/吾等之AGP股份，並將有關本人/吾等之AGP股份的股票送交要約人；
- 本人/吾等不可撤回地指示及授權要約人及/或豐盛融資之任何董事或彼等任何可能指示之一名或多名人士，代表本人/吾等填妥、修訂及簽立任何文件，包括(但不限於)在本表格上填上日期及根據上文「本表格之填寫方法」一節正確填妥本表格，或倘本人/吾等或任何其他人士已填上日期，則刪去該日期，並另行填上日期，以及採取任何其他可能屬必要或權宜之行動，藉此將本人/吾等就接納要約而提呈之AGP股份轉歸要約人或其可能指示之一名或多名人士所有；
- 本人/吾等承諾在必要或適當時進一步簽立文件及採取其他行動及事項，以進一步確保本人/吾等因接納要約而交回AGP股份將轉讓予要約人或其可能指示之一名或多名人士，該等股份不附帶任何留置權、押記、產權負擔、優先購買權及任何性質之任何其他第三者權利，並會附帶彼等所附帶之一切權利及AGP股份發行當日後宣派、作出或派付之其他分派(如有)之權利；
- 本人/吾等同意本人/吾等根據要約應支付之代價，將按照要約之條款全數支付，該款項不附帶任何留置權、抵銷權、反申索或要約人可能或聲稱有權向本人/吾等提出之其他類似權利；及
- 本人/吾等同意追認由要約人及/或豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記處或彼等各自之代理人或其/彼等可能指示之一名或多名人士在行使本表格所載之任何授權時所採取或進行之各項及一切行動或事項。

(ii) 在得到執行人員同意下或在冷靜期內(視情況而定)，倘吾等撤銷吾等之接納，則上文第(i)段所載之一切指示、授權及承諾將告終止，而在該情況下，本人/吾等授權及要求 閣下將妥為註銷之本表格及相關AGP股票交還予本人/吾等，以平郵方式寄予上列人士，或倘並無列明姓名及地址，則按AGP股東名冊所示地址寄予本人或吾等中名列首位者(倘屬聯名登記股東)，郵誤風險概由本人/吾等承擔(惟倘接收人為香港中央結算有限公司及香港中央結算(代理人)有限公司，吾等將另行安排)。有關詳情，請參閱綜合文件附錄一「撤回權利」一節。

(iii) 本人/吾等明白，概不會就所交回之本表格及/或任何其他文件獲發收據。

(iv) 本人/吾等謹此向 閣下保證及聲明，本人/吾等為本表格所列明AGP股份數目之登記持有人，而本人/吾等有全面權利、權力及授權透過接納要約向要約人出售及轉讓該等AGP股份之所有權及擁有權，而不附帶任何留置權、押記、產權負擔、優先購買權及任何性質之任何其他第三者權利，連同其所附任何權利及收取於截止日期後宣派、作出或派付之分派(如有)之權利。

(v) 本人/吾等確認，除綜合文件及本表格明文規定者外，於本表格所作出之一切接納、指示、授權及承諾均為無條件及不可撤回。

PERSONAL DATA

Personal information collection statement

This personal information collection statement informs the Independent AGP Shareholders, as the data subject, of the policies and practices of the Offeror, Ample Capital and the AGP Share Registrar/SEA Hong Kong Branch Share Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

(i) Reasons for the collection of your personal data

It is necessary for the Independent AGP Shareholders to supply their latest correct personal data to the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar in relation to the Offer. Failure to supply the requested data may result in delay or inability of the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar to implement procedures relating to the Offer. It is important that the Independent AGP Shareholders inform the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar immediately of any inaccuracies in the data supplied.

(ii) Purposes

Your personal data may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance of the Offer and verification of compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfer of the AGP Shares out of your name;
- maintaining or updating the relevant register of members of the AGP Shares;
- conducting or assisting to conduct signature verifications, any other verification or exchange of information;
- establishing benefit entitlements of the AGP Shareholders;
- distributing communications from the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- enabling compliance with all applicable laws and regulations in Hong Kong and elsewhere; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar or any of their respective appointed agents to implement procedures relating to the Offer, liaise with regulators and/or any other purposes to which the Independent AGP Shareholders may from time to time agree.

(iii) Transfer of personal data

Personal data held by the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar relating to you will be kept confidential but the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share 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) your personal data to, from or with any or all of the following persons and entities:

- the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar or any of their appointed agents such as financial advisers, receiving bankers and registrars;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to AGP and/or the Offeror and/or Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies; and
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or stockbrokers, etc.

(iv) Retention of Personal Data

The Offeror, Ample Capital, AGP and the AGP Share Registrar/SEA Hong Kong Branch Share Registrar 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.

(v) Access to and correction of personal data

The Ordinance provides the Independent AGP Shareholders with rights to ascertain whether the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar hold their 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, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and kinds of data held should be addressed to the Offeror, Ample Capital and/or the AGP Share Registrar/SEA Hong Kong Branch Share Registrar for the attention of the Privacy Compliance Officer (as the case may be).

By signing on the first page of this form, you agree to all of the above.

個人資料

個人資料收集聲明

本個人資料收集聲明旨在向AGP獨立股東(作為資料當事人)說明要約人、豐盛融資及AGP股份過戶登記處/爪哇之香港股份過戶登記分處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。

(i) 收集 閣下個人資料之原因

AGP獨立股東須就要約向要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處提供有關彼等之最新準確個人資料。倘未能向要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處提供所需資料,則可能會導致該等人士延誤或未能執行有關要約之手續。倘AGP獨立股東所提供資料有任何不確,則AGP獨立股東必須即時知會要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處。

(ii) 用途

閣下之個人資料可以任何方式被採用、持有及/或保存,以作下列用途:

- 處理 閣下對要約之接納及核實是否遵守本表格及綜合文件所載條款及申請程序;
- 登記轉讓 閣下名義之AGP股份;
- 維持或更新AGP股份之相關股東登記冊;
- 核實或協助核實簽名及作任何其他資料核實或交換;
- 確立AGP股東獲取利益之權利;
- 發佈要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處之通訊;
- 遵照法例、規則或規例之規定作出披露(不論屬法定或其他披露);
- 披露有關資料以便作權利索償;
- 以便符合香港及其他地區之所有適用法律及規定;及
- 與上述有關之任何其他附帶或相關目的及/或令要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處或彼等各自委任之任何代理人執行有關要約之手續、與監管機構聯繫及/或達成AGP獨立股東可能不時不同意之任何其他目的。

(iii) 轉交個人資料

要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處會將 閣下之資料保密,惟要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處可能會作出彼等認為必要之查詢以確定個人資料之準確性,以便資料可用作上述任何或其一用途,尤其是彼等可能會將 閣下之個人資料向下列任何或所有人士及實體披露、取得有關資料或轉交有關資料(不論於香港或外地):

- 要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處或彼等所委任之任何代理人,例如財務顧問、收款銀行及過戶登記處;
- 任何向AGP及/或要約人及/或豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分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;及
- 與 閣下有或擬有業務往來之任何其他人士或機構,例如 閣下之銀行、律師、會計師或股票經紀等。

(iv) 個人資料的保留

要約人、豐盛融資、AGP及AGP股份過戶登記處/爪哇之香港股份過戶登記分處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該條例銷毀或處理。

(v) 獲取及更正個人資料

該條例賦予AGP獨立股東權利以確定要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處是否持有其個人資料,並有權索取有關資料之副本及更正任何不確之個人資料。

根據該條例,要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處有權就處理任何查閱資料之要求收取合理費用。所有關於獲取或更正個人資料或關於資料之政策及慣例及所持資料類別之要求,應向要約人、豐盛融資及/或AGP股份過戶登記處/爪哇之香港股份過戶登記分處(視乎情況而定)的私隱權事務主任提出。

閣下簽署本表格首頁即表示同意上述各項。