

Unless the context otherwise requires, terms used in this WHITE Form of NWS Share Offer Acceptance shall bear the same meanings as those defined in the accompanying composite offer and response document dated 13 October 2023 (the "Composite Document") jointly issued by Chow Tai Fook Enterprises Limited ("CTFE"), Century Acquisition Limited (the "Offeror") and NWS Holdings Limited ("NWS").

除文義另有所指外，本白色新創建股份要約接納表格所用詞彙與隨附由周大福企業有限公司(「周大福企業」)、Century Acquisition Limited(「要約人」)及新創建集團有限公司(「新創建」)於2023年10月13日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

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 WHITE Form of NWS Share 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 WHITE Form of NWS Share Offer 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白色新創建股份要約接納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，並明確表示概不對因本白色新創建股份要約接納表格全部或任何部份內容而產生或倚賴該等內容而引致之任何損失承擔任何責任。

WHITE FORM OF NWS SHARE OFFER ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE NWS SHARE OFFER.

閣下如欲接納新創建股份要約，請使用本白色新創建股份要約接納及過戶表格。



新創建 NWS

新創建集團有限公司* NWS HOLDINGS LIMITED

(incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(stock code 股份代號: 00659)

WHITE FORM OF NWS SHARE OFFER ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$1.00 EACH IN THE ISSUED SHARE CAPITAL OF NWS HOLDINGS LIMITED

新創建集團有限公司已發行股本中每股面值1.00港元之普通股之白色新創建股份要約接納及過戶表格

To be completed in full 每項均須填寫

Branch share registrar and transfer office in Hong Kong: Tricor Standard Limited ("Registrar")

17/F., Far East Finance Centre, 16 Harcourt Road, Hong Kong

香港股份過戶登記分處：卓佳標準有限公司(「過戶登記處」)

香港夏慤道16號遠東金融中心17樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the ordinary shares of HK\$1.00 each in the issued share capital of NWS (the "NWS Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.

下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明轉讓人所持有之新創建已發行股本中每股面值1.00港元之普通股(「新創建股份」)，惟須遵守本表格及綜合文件內之條款及條件。

Number of NWS Share(s) to be transferred (Note 1) 將予轉讓之新創建股份數目(附註1)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票證書號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或用正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION (Note 2) 代價(附註2)	HK\$9.15 in cash for each NWS Offer Share 每股新創建要約股份現金9.15港元	
TRANSFEEE 承讓人	Name 名稱:	Century Acquisition Limited
	Correspondence Address 通訊地址:	32/F, New World Tower, 18 Queen's Road Central, Hong Kong 香港皇后大道中18號新世界大廈32樓
	Occupation 職業:	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 the Transferor(s) or its/their duly authorised agent(s) (if applicable)

轉讓人或其正式授權代理人簽署/公司印鑑(如適用)

Date of Submission of this WHITE Form of
NWS Share Offer Acceptance
本白色新創建股份要約接納表格的提交日期

ALL JOINT
NWS
SHAREHOLDERS
MUST SIGN HERE
所有聯名新創建股東
均須於本欄簽署

Do not complete 請勿填寫本欄

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

承讓人或其代表在下列見證人見證下簽署:

Signature of Witness 見證人簽署: _____

Name of Witness 見證人姓名: _____

Address of Witness 見證人地址: _____

Occupation of Witness 見證人職業: _____

For and on behalf of

代表

Century Acquisition Limited

Century Acquisition Limited

Authorised Signatory(ies)

授權簽署人

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理人簽署

SIGNED by or for and on behalf of the Transferee, this _____ day of _____, 2023

由承讓人或其代表於二零二三年_____月_____日簽署

Note 1: Insert the total number of NWS Shares for which the NWS Share Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of NWS Share(s), or is greater or smaller than that represented by the share certificate(s) for NWS Share(s) tendered for acceptance of the NWS Share Offer and you have signed this Form of NWS Share Offer Acceptance, this Form of NWS Share Offer Acceptance will be returned to you for correction and resubmission. Any corrected Form of NWS Share Offer Acceptance must be resubmitted and received by the Registrar on or before the latest time and date for acceptance of the NWS Share Offer.

附註1: 請填上接納新創建股份要約所涉及之新創建股份總數。倘並無填寫數目或倘所填寫之數目大於閣下登記持有之新創建股份或大於或少於閣下就接納新創建股份要約所交回之新創建股票內所示之股份數目，而閣下已簽署本新創建股份要約接納表格，則本新創建股份要約接納表格將退回閣下作更正及再行提交。任何經更正之新創建股份要約接納表格必須於接納新創建股份要約之最後時間及日期之前再行提交並送交過戶登記處。

Note 2: The consideration will be paid to an accepting NWS Offer Shareholder less seller's ad valorem stamp duty.

附註2: 向接納新創建要約股東支付的代價將扣除賣方從價印花稅。

* For identification purpose only
僅供識別

THIS WHITE FORM OF NWS SHARE OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this WHITE Form of NWS Share 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.

If you have sold or otherwise transferred all your NWS Share(s), you should at once hand this WHITE Form of NWS Share Offer Acceptance and the Composite Document to the purchaser(s) or transferee(s), licensed securities dealer, registered institution in securities, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The Hongkong and Shanghai Banking Corporation Limited, BOCI Asia Limited and ING Bank N.V. (collectively, the "Joint Financial Advisers") are making the NWS Share Offer on behalf of the Offeror. The making of the NWS Share Offer to the NWS Offer Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant jurisdictions. If you are an overseas NWS Offer Shareholder, you should inform yourself about and observe all applicable legal, tax and regulatory requirements. If you wish to accept the NWS Share Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including obtaining all governmental, exchange control or other consents which may be required and compliance with all necessary formalities and regulatory or legal requirements and the payment of any issue, transfer or other taxes payable by you in respect of the acceptance of the NWS Share Offer in such jurisdiction. Acceptance of the NWS Share Offer by you will constitute a representation and warranty by you to CTFE, the Offeror, NWS and their respective advisers, including the Joint Financial Advisers, that you have observed and are permitted under all applicable laws and regulations to which you are subject to receive and accept the NWS Share Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes, duties or other required payments due from you in connection with such acceptance in any jurisdiction, 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 is subject to any of the representations and warranties.

This WHITE Form of NWS Share Offer Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this WHITE Form of NWS Share Offer Acceptance.

HOW TO COMPLETE THIS WHITE FORM OF NWS SHARE OFFER ACCEPTANCE

The NWS Share Offer is conditional. To accept the NWS Share Offer made by the Joint Financial Advisers on behalf of the Offeror to acquire your NWS Shares, you must deliver this duly completed and signed WHITE Form of NWS Share Offer Acceptance together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the number of NWS Shares for which you intend to accept the NWS Share Offer, by post or by hand, to the Registrar, Tricor Standard Limited, 17/F., Far East Finance Centre, 16 Harcourt Road, Hong Kong marked "NWS Holdings Limited — NWS Share Offer" on the envelope so as to reach the Registrar as soon as possible but in any event by not later than 4:00 p.m. (Hong Kong time) on 13 November 2023 (Monday), being the first NWS Share Offer Closing Date, or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.

Warning: If you are holding the NWS Shares on behalf of another person as nominee or otherwise, you should refer to the sections headed "1. Procedures for Acceptance — 1.1 The NWS Share Offer" and "4. Nominee Registration" in Appendix I to the Composite Document in particular as to the matters which you should consider.

WHITE FORM OF NWS SHARE OFFER ACCEPTANCE IN RESPECT OF THE NWS SHARE OFFER

To: The Offeror and the Joint Financial Advisers

1. My/Our execution of this WHITE Form of NWS Share Offer Acceptance shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the NWS Share Offer made by the Joint Financial Advisers on behalf of the Offeror, 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 NWS Shares specified in this WHITE Form of NWS Share Offer Acceptance;
 - (b) my/our irrevocable instruction and authority to each of the Offeror, the Joint Financial Advisers and/or their respective agent(s) to collect from NWS or the Registrar on my/our behalf the share certificate(s) in respect of the NWS Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly completed and 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 NWS Share Offer, as if it/they was/were delivered to the Registrar together with this WHITE Form of NWS Share Offer Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror, the Joint Financial Advisers and/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 become entitled under the terms of the NWS Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the NWS Share 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/the first-named of us (in the case of joint registered NWS Shareholders) at the registered address shown in the register of members of NWS no later than seven (7) Business Days after the later of (i) the date on which the NWS Share Offer becomes or is declared unconditional in all respects; and (ii) the date of receipt of this completed WHITE Form of NWS Share Offer Acceptance and all of the relevant documents by the Registrar to render such acceptance under the NWS Share Offer complete and valid;
(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered NWS Shareholder or the first-named of joint registered NWS Shareholders.)
Name: (in BLOCK LETTERS)
Address: (in BLOCK LETTERS)
 - (d) my/our irrevocable instruction and authority to each of the Offeror, the Joint Financial Advisers, the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as 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 NWS Shares to be sold by me/us under the NWS Share Offer and to cause the same to be stamped and to cause an endorsement to be made in this WHITE Form of NWS Share Offer Acceptance in accordance with the provisions of that Ordinance;
 - (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 NWS Shares tendered for acceptance under the NWS Share Offer to the Offeror or such person or persons as it may direct free from any mortgage, charge, pledge, lien, equity, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement, rights of preemption or any other third party rights of any nature or any agreement for any of the same and together with all rights attached to them as at the NWS Share Offer Closing Date or subsequently becoming attached to them including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the NWS Share Offer Closing Date (but excluding the right to receive the NWS FY2023 Final Dividend, see "13. Effect of accepting the NWS Share Offer" in the "Letter from the Joint Financial Advisers" section of the Composite Document for details);
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by CTFE, the Offeror, NWS, the Joint Financial Advisers and/or 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; and
 - (g) my/our irrevocable instruction and authority to each of the Offeror, the Joint Financial Advisers and/or such person or persons as any of them may direct to complete, amend and execute any documents on my/our behalf in connection with my/our acceptance of the NWS Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our NWS Share(s) tendered for acceptance under the NWS Share Offer.
2. I/We understand that acceptance of the NWS Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to CTFE, the Offeror, NWS and the Joint Financial Advisers that the NWS Offer Shares sold by me/us to the Offeror are sold free from all Encumbrances and together with all rights attaching to them as at the NWS Share Offer Closing Date or subsequently becoming attached to them, including the right to receive all dividends and distributions, if any, declared, made or paid on or after the NWS Share Offer Closing Date (but excluding the right to receive the NWS FY2023 Final Dividend, see "13. Effect of accepting the NWS Share Offer" in the "Letter from the Joint Financial Advisers" section of the Composite Document for details).
3. In the event that my/our acceptance is not valid in accordance with the terms of the NWS 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this WHITE Form of NWS Share Offer Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered NWS Shareholders) at the registered address shown in the register of members of NWS.
Note: If you submit the transfer receipt(s) upon acceptance of the NWS Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or the Joint Financial Advisers or any of their agent(s) from NWS or the Registrar on your behalf, you will be returned such share certificate(s) 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 any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of NWS Shares which is/are to be held by you on the terms and conditions of the NWS Share Offer. I/We understand that no acknowledgement of receipt of any WHITE Form of NWS Share Offer Acceptance, share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to CTFE, the Offeror, NWS and the Joint Financial Advisers that I am/we are the registered NWS Shareholder(s) of the number of NWS Shares specified in this WHITE Form of NWS Share Offer Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our NWS Shares to the Offeror by way of acceptance of the NWS Share Offer.
6. I/We represent and warrant to CTFE, the Offeror, NWS and their respective advisers, including the Joint Financial Advisers, that I/we have observed and am/are permitted under all applicable laws and regulations to which I/we am/are subject to receive and accept the NWS Share Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes or other required payments due from me/us in connection with such acceptance in any jurisdiction; and that I/we have not taken or omitted to take any action which will or may result in CTFE, the Offeror, NWS or their respective advisers, including the Joint Financial Advisers, or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the NWS Share Offer or my/our acceptance thereof and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We represent and warrant to CTFE, the Offeror, NWS and the Joint Financial Advisers that I/we shall be fully responsible for the payment of any issue, transfer or other taxes, duties and other required payments payable by me/us in connection with my/our acceptance of the NWS Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this WHITE Form of NWS Share Offer Acceptance and as permitted under the Takeovers Code, all acceptances, instructions, authorisations and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our NWS Shares sold to the Offeror by way of acceptance of the NWS Share Offer will be registered under the name of the Offeror or its nominee.

本白色新創建股份要約接納表格乃重要文件，閣下須即時處理。

閣下如對本白色新創建股份要約接納表格任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之新創建股份全部售出或轉讓，應立即將本白色新創建股份要約接納表格連同綜合文件一併送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商、註冊證券機構、銀行或其他代理，以便轉交買主或承讓人。

香港上海滙豐銀行有限公司、中銀國際亞洲有限公司及ING Bank N.V. (統稱「聯席財務顧問」) 正代表要約人提出新創建股份要約。向身為香港境外司法權區的公民、居民或國民的新創建要約股東提出新創建股份要約或會受到有關司法權區之法例所規限。倘閣下為海外之新創建要約股東，閣下應自行了解及遵守所有適用法律、稅務或監管規定。閣下如欲接納新創建股份要約，須自行信納全面遵守有關司法權區之相關法律及法規，包括獲得一切所需之政府、外匯管制或其他方面之同意，並遵守一切所需手續及監管或法律規定，且將須就相關司法權區接納新創建股份要約應付之任何發行費、轉讓費或其他稅項負責。閣下接納新創建股份要約，即構成閣下向周大福企業、要約人、新創建及彼等各自的顧問，包括聯席財務顧問聲明及保證。閣下已遵守閣下所受管轄之所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納新創建股份要約及其任何修訂，而閣下已根據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、外匯管制或其他方面之同意及辦妥所需之登記及存檔，並已支付。閣下於任何司法權區接納而應付之所有發行費、轉讓費或其他稅項、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。為免產生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司均不受任何聲明及保證限制。

本白色新創建股份要約接納表格連同綜合文件一併閱覽。綜合文件附錄一之條文已載入並構成本白色新創建股份要約接納表格之一部份。

本白色新創建股份要約接納表格之填寫方法

新創建股份要約屬有條件。閣下如欲接納聯席財務顧問代表要約人收購閣下之新創建股份所提出的新創建股份要約，閣下必須將已正式填妥及簽署之白色新創建股份要約接納表格連同就閣下擬根據新創建股份要約接納之新創建股份數目之有關股票證書及/或過戶收據及/或任何其他權證文件(及/或任何其他就此所需令人信納之一份或多份彌償保證書)，一併以郵寄或專人送交之方式盡快送抵過戶登記處卓佳標準有限公司，地址為香港夏慤道16號遠東金融中心17樓，信封面註明「新創建集團有限公司—新創建股份要約」以送達過戶登記處，惟無論如何不得遲於2023年11月13日(星期一)(即首個新創建股份要約截止日期)下午四時正(香港時間)，或要約人根據收購守則所釐定及公佈之較後時間及/或日期。

注意事項：如閣下以代名人或其他身份代表另一位人士持有新創建股份，敬請閱覽綜合文件附錄一「1. 接納程序—1.1 新創建股份要約」及「4. 代名人登記」等節，尤其關於閣下應加以考慮的該等事項。

新創建股份要約之白色新創建股份要約接納表格

致：要約人及聯席財務顧問

1. 本人/吾等一經簽立本白色新創建股份要約接納表格，本人/吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人/吾等不可撤回地接納由聯席財務顧問代表要約人提出並載於綜合文件的新創建股份要約以收取代價，並按綜合文件及本表格所載有關條款及條件收購本白色新創建股份要約接納表格上所列明之新創建股份數目；
- (b) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問及/或彼等各自之代理，各自代表本人/吾等交付隨附經本人/吾等正式填妥及簽署之過戶收據及/或任何其他權證文件(及/或任何其他就此所需令人信納之一份或多份彌償保證書)，憑此向新創建或過戶登記處領取本人/吾等就新創建股份應獲發之股票證書，並將有關股票證書送交過戶登記處，以及授權及指示過戶登記處按照及根據新創建股份要約之條款及條件持有該等股票證書，猶如該等股票證書已連同本白色新創建股份要約接納表格一併交回過戶登記處論；
- (c) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問及/或彼等各自之代理，各自就本人/吾等根據新創建股份要約之條款應得之現金代價(扣除本人/吾等有關本人/吾等接納新創建股份要約應付之賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，於(i)新創建股份要約於各方面成為或獲宣佈或為無條件之日；及(ii)過戶登記處接獲已填妥之本白色新創建股份要約接納表格連同一切有關文件致使新創建股份要約項下之有關接納為有效之日(以較遲者為準)後不遲於七(7)個營業日內，按以下地址以平郵方式寄予以下人士；或如無於下欄填上姓名及地址，則按新創建之股東名冊所示登記地址，寄予本人/吾等當中之名列首位者(如屬聯名登記新創建股東)，郵誤風險概由本人/吾等自行承擔；
(附註：如收取支票之人士並非登記新創建股東或名列首位之聯名登記新創建股東，則請在本欄填上該名人士之姓名及地址。)
姓名：(請用正楷填寫).....
地址：(請用正楷填寫).....
- (d) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問、過戶登記處及/或彼等任何一方可能就此指定之該名或該等人士，代表本人/吾等以根據新創建股份要約出售新創建股份之賣方身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之成交單據，並根據該條例規定在本白色新創建股份要約接納表格加蓋印花及背書證明；
- (e) 本人/吾等承諾於必需或適當時簽立其他文件並作出其他行動或事宜，以進一步確保本人/吾等根據新創建股份要約之接納轉讓予要約人或其可能指定之該名或該等人士之新創建股份，乃免除任何按揭、抵押、質押、留置權、股權、擔保契約或其他產權負擔、優先權或擔保權益、遞延採購、所有權保留、租賃、售後回購或售後租回安排、優先購買權及任何其他第三方的任何性質的權利或就任何以上各項所訂立之任何協議，並連同其於新創建股份要約截止日期附帶之一切權利或其後其附帶之一切權利，包括全數收取於新創建股份要約截止日期或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利(但不包括收取新創建2023財政年度末期股息)的權利，詳見綜合文件「聯席財務顧問函件」內的「13. 接納新創建股份要約之影響」一節；
- (f) 本人/吾等同意追認周大福企業、要約人、新創建、聯席財務顧問及/或彼等各自之代理或彼等任何一方可能指定之該名或該等人士，於行使本表格所載任何授權時所作出或進行之任何行動或事宜；及
- (g) 本人/吾等不可撤回地指示及授權要約人、聯席財務顧問及/或彼等任何一方可能指定之該名或該等人士，各自代表本人/吾等填妥、修改及簽立任何有關本人/吾等接納新創建股份要約的文件，並採取任何其他可能屬必要或權宜的行動，以便將本人/吾等根據新創建股份要約之接納交回之新創建股份歸屬於要約方及/或其可能指定之該名或該等人士。

2. 本人/吾等明白本人/吾等接納新創建股份要約，將被視為表示本人/吾等向周大福企業、要約人、新創建及聯席財務顧問聲明及保證，本人/吾等向要約人出售之新創建要約股份乃免除一切產權負擔之形式，並連同其於新創建股份要約截止日期附帶之一切權利或其後其附帶之一切權利，包括收取於新創建股份要約截止日期或之後所宣派、作出或派付之所有股息及分派(如有)之權利(但不包括收取新創建2023財政年度末期股息)的權利，詳見綜合文件「聯席財務顧問函件」內的「13. 接納新創建股份要約之影響」一節。

3. 倘若根據新創建股份要約之條款，本人/吾等之接納書無效，則上文第1段所載一切指示、授權及保證均告失效，在此情況下，本人/吾等授權並要求閣下將本人/吾等之股票證書及/或過戶收據及/或任何其他權證文件(及/或任何其他就此所需令人信納之一份或多份彌償保證書)，連同已正式註銷之本白色新創建股份要約接納表格一併寄回上述第1(c)段列名之人士及地址；或如無填上姓名及地址，則按新創建股東名冊所示登記地址，以平郵方式寄回本人或吾等當中之名列首位者(如屬聯名登記新創建股東)，郵誤風險概由本人/吾等自行承擔。

附註：如閣下於接納新創建股份要約時提交過戶收據，而與此同時任何要約人及/或聯席財務顧問或彼等任何代理已代表閣下向新創建或過戶登記處領取有關股票證書，則閣下將獲發還有關股票證書，而非上述過戶收據。

4. 本人/吾等茲附上本人/吾等所持全部/部份新創建股份之有關股票證書及/或過戶收據及/或任何其他權證文件(及/或任何其他就此所需令人信納之一份或多份彌償保證書)，由閣下按照新創建股份要約之條款及條件予以保存。本人/吾等明白將不會就任何白色新創建股份要約接納表格、股票證書及/或過戶收據及/或任何其他權證文件(及/或任何其他就此所需令人信納之一份或多份彌償保證書)獲發收訖通知書。本人/吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人/吾等自行承擔。
5. 本人/吾等向周大福企業、要約人、新創建及聯席財務顧問聲明及保證，本人/吾等為本白色新創建股份要約接納表格所列明新創建股份數目之登記新創建股東，而本人/吾等擁有全部權利、權力及權限，透過接納新創建股份要約之方式向要約人出售及轉讓本人/吾等所持新創建股份之所有權及擁有權。
6. 本人/吾等向周大福企業、要約人、新創建及彼等各自的顧問，包括聯席財務顧問聲明及保證，本人/吾等已遵守本人/吾等所受管轄之所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納新創建股份要約及其任何修訂；而本人/吾等已取得所有所需政府、外匯管制或其他方面之同意，及作出所有必要手續或遵守監管或法律規定所規定之一切登記或存檔；且本人/吾等已支付本人/吾等就該接納於任何司法權區應付之所有發行費、轉讓費或其他稅項及其他所需款項；而本人/吾等並無採取或遺漏採取任何行動而將會或可能致使周大福企業、要約人、新創建或彼等各自的顧問，包括聯席財務顧問，或任何其他人士違反任何司法權區有關新創建股份要約或本人/吾等接納新創建股份要約之法律或監管規定，及有關接納將根據一切適用法律及法規屬有效及具約束力。
7. 本人/吾等向周大福企業、要約人、新創建及聯席財務顧問聲明及保證，本人/吾等須就支付關於本人/吾等接納新創建股份要約應付之任何發行費、轉讓費或其他稅項、徵費及其他所需款項承擔全部責任。
8. 本人/吾等確認，除綜合文件及本白色新創建股份要約接納表格指明者及收購守則所允許者外，所有藉此作出的一切接納、指示、授權及承諾均不可撤回。
9. 本人/吾等確認以接納新創建股份要約之方式售予要約人之本人/吾等之新創建股份將以要約人或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of CTFE, the Offeror, NWS, the Joint Financial Advisers and the Registrar 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 NWS Share Offer for your NWS Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the NWS Share Offer.

2. Purposes

The personal data which you provide in this **WHITE** Form of NWS Share Offer Acceptance 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 **WHITE** Form of NWS Share Offer Acceptance and the Composite Document;
- registering transfers of the NWS Share(s) out of your name(s);
- maintaining or updating the relevant register of NWS Shareholders;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from CTFE, the Offeror and/or NWS and/or their respective agents, officers and advisers, and the Registrar;
- compiling statistical information and profile(s) of NWS Shareholders;
- establishing benefit entitlements of the NWS Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise) or as requested by any governmental or regulatory body which has jurisdiction over CTFE, the Offeror and/or NWS and/or their respective agents, officers and advisers, and the Registrar;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of CTFE, the Offeror, NWS, the Joint Financial Advisers or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable CTFE, the Offeror, NWS and/or the Joint Financial Advisers to discharge its obligations to the NWS Shareholders and/or under applicable regulations, and any other purposes which the NWS Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this **WHITE** Form of NWS Share Offer Acceptance will be kept confidential but CTFE, the Offeror, NWS, the Joint Financial Advisers and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- CTFE, the Offeror, NWS, the Joint Financial Advisers and/or any of their respective agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to CTFE, the Offeror, NWS, the Joint Financial Advisers and/or the Registrar in connection with the operation of their business;
- 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, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom CTFE, the Offeror, NWS and/or the Joint Financial Advisers and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

CTFE, the Offeror, NWS, the Joint Financial Advisers and/or the Registrar will keep the personal data provided in this **WHITE** Form of NWS Share Offer Acceptance 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 CTFE, the Offeror, NWS, the Joint Financial Advisers and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, CTFE, the Offeror, NWS, the Joint Financial Advisers and/or the Registrar have 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 CTFE, the Offeror, NWS, the Joint Financial Advisers or the Registrar (as the case may be).

BY SIGNING THIS WHITE FORM OF NWS SHARE 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周大福企業、要約人、新創建、聯席財務顧問及過戶登記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。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之新創建股份而接納新創建股份要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之接納申請無效，被拒或受到延誤。這亦可能妨礙或延遲寄發予閣下根據新創建股份要約應得之代價。

2. 用途

閣下於本**白色**新創建股份要約接納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遵循本**白色**新創建股份要約接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名下新創建股份之轉讓；
- 保存或更新有關新創建股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈周大福企業、要約人及／或新創建及／或彼等各自之代理、高級職員及顧問以及過戶登記處之通訊；
- 編製統計資料及新創建股東之資料；
- 確立新創建股東之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)或根據對周大福企業、要約人及／或新創建及／或彼等各自之代理、高級職員、顧問及過戶登記處有管轄權的任何政府或監管機構的要求作出披露；
- 披露有關資料以方便進行權益申索；
- 有關周大福企業、要約人、新創建、聯席財務顧問或過戶登記處業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及／或令周大福企業、要約人、新創建及／或聯席財務顧問得以履行其對新創建股東及／或適用法規項下之責任，以及新創建股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本**白色**新創建股份要約接納表格提供之個人資料將會保密，周大福企業、要約人、新創建、聯席財務顧問及／或過戶登記處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人士及實體披露、獲取、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 周大福企業、要約人、新創建、聯席財務顧問及／或彼等各自之代理、高級職員及顧問、過戶登記處及海外總登記處(如有)；
- 為周大福企業、要約人、新創建、聯席財務顧問及／或過戶登記處提供與其業務營運有關的行政、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人士或機構，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
- 周大福企業、要約人、新創建及／或聯席財務顧問及／或過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 保留個人資料

周大福企業、要約人、新創建、聯席財務顧問及／或過戶登記處將按收集個人資料所需的用途保留本**白色**新創建股份要約接納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。

5. 獲取及更正個人資料

根據該條例之規定，閣下可確認周大福企業、要約人、新創建、聯席財務顧問及／或過戶登記處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，周大福企業、要約人、新創建、聯席財務顧問及／或過戶登記處可就處理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，須提交予周大福企業、要約人、新創建、聯席財務顧問或過戶登記處(視乎情況而定)。

閣下一經簽署本**白色**新創建股份要約接納表格即表示同意上述所有條款。