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香港交易及结算有限公司、香港联合交易所有限公司及香港中央结算有限公司对本接纳表格之内容概不负责，对其准确性或完整性亦不发表任何声明，并明确表

示概不会就因本接纳表格全部或任何部分内容而产生或因倚赖该等内容而引致之任何损失承担任何责任。Unless the context otherwise requires, terms used herein shall bear the same meanings as defined in the composite offer and response document dated 23 December 2016 (the "Composite Document") issued jointly by Sparkle Roll Holdings Limited (the "Offeror") and Sparkle Roll Group Limited (the "Company"). The English language text of this Form of Acceptance shall prevail over the Chinese language text.

除非文义另有所指外，否则本接纳表格所用词汇具有耀莱控股有限公司（「要约人」）及耀莱集团有限公司（「公司」）于二零一六年十二月二十三日联合刊发之综合要约及回应文件（「综合文件」）所界定之相同涵义。本接纳表格之中英文版本如有歧义，概以英文版本为准。

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

本接纳及过户表格在 阁下欲接纳要约时适用。



Sparkle Roll Group Limited

耀莱集团有限公司*

(Incorporated in Bermuda with limited liability)

(于百慕达注册成立之有限公司)

(Stock Code: 970)

(股份代号: 970)

**FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF
HK\$0.002 EACH IN THE ISSUED SHARE CAPITAL OF
SPARKLE ROLL GROUP LIMITED**
耀莱集团有限公司已发行股本中
每股面值0.002港元之普通股之接纳及过户表格
To be completed in full 每项均须填写

Registrar: Tricor Secretaries Limited
Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong
登记处: 卓佳秘书商务有限公司
香港皇后大道东183号合和中心22楼

<p>FOR THE CONSIDERATION stated below the Transferor(s) named below hereby transfer(s) to the Transferee named below the Share(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 根据本接纳表格及综合文件所载条款及条件，下列转让人现按下列代价，将以下注明之股份转让予下列受让人。</p>		
<p>Number of Share(s) to be transferred (Note) 将予转让之股份数目 (附注)</p>	<p>FIGURES 数目</p>	<p>WORDS 大写</p>
<p>Share certificate number(s) 股票号码</p>		
<p>TRANSFEROR(S) name(s) and address in full 转让人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (请用打字机或正楷填写)</p>	<p>Family name(s) or company name(s): 姓氏或公司名称:</p>	<p>Forename(s): 名字:</p>
	<p>Registered Address: 登记地址:</p>	
	<p>Telephone number: 电话号码:</p>	
<p>CONSIDERATION 代价</p>	<p>HK\$0.45 in cash for each Share 每股股份现金 0.45港元</p>	
<p>TRANSFEEE 受让人</p>	<p>Name: 名称: Correspondence Address: 通讯地址: Occupation: 职业:</p>	<p>Sparkle Roll Holdings Limited 耀莱控股有限公司 7/F, Tower B, Sparkle Roll Centre, No.40 Xing Fu Er Cun, Xin Dong Road, Chaoyang District, Beijing, the PRC 中国北京市朝阳区新东路幸福二村40号耀莱中心B座7层 Corporation 法人团体</p>

Signed by or for and on behalf of the Transferor(s) in the presence of:
转让人或其代表在下列见证人见证下签署:

Signature of witness 见证人签署 _____
Name of witness 见证人姓名 _____
Address of witness 见证人地址 _____
Occupation of witness 见证人职业 _____

Signature(s) of Transferor(s)/Company chop, if applicable
转让人签署/公司印章 (如适用)

Date of submission of this Form of Acceptance
提交本接纳表格之日期

←
ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
所有联名登记持有人均须于本栏签署

<p>Do not complete 请勿填写本栏</p>	
<p>Signed by or for and on behalf of the Transferee in the presence of: 受让人或其代表在下列见证人见证下签署:</p>	<p>For and on behalf of 代表 Sparkle Roll Holdings Limited 耀莱控股有限公司</p>
<p>Signature of witness 见证人签署 _____ Name of witness 见证人姓名 _____ Address of witness 见证人地址 _____ Occupation of witness 见证人职业 _____ Date of transfer 过户日期 _____</p>	<p>Signature of Transferee or its duly authorised agent(s) 受让人或其正式授权代理签署</p>

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

附注: 请填上接纳要约所涉及之股份总数。倘并无填写数目或倘所填数目大于 阁下登记持有之股份数目或就接纳要约所交回之实物股份数目, 而 阁下已签署本接纳表格, 则本接纳表格将退回 阁下作更正及再行提交。任何经更正之接纳表格必须于接纳要约之最后日期及时间或之前再行提交并送交登记处。

* For identification purpose 仅供识别

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance 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 Shares, you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or the transferee(s) or to the 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).

Kingston Securities is making the Offer on behalf of the Offeror. The making of the Offer to the Overseas Shareholders may be affected by the laws and regulations of the relevant jurisdictions. If you are an Overseas Shareholder, you should observe all applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the 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 the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Offer. The Offeror, the Company, OP Asia, Kingston Securities, Kingston Corporate Finance, TC Capital and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by such person for any taxes or duties as such person may be required to pay. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror, Kingston Securities and the Company 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 in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you 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. This Form of Acceptance should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is conditional. You should read the Composite Document before completing this Form of Acceptance. To accept the Offer made by Kingston Securities on behalf of the Offeror, you should complete and sign this Form of Acceptance overleaf and forward this Form of Acceptance, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title in respect of the Shares (and/or any satisfactory indemnity or indemnities required in respect thereof) ("**Title Documents**") for not less than the number of Shares in respect of which you intend to accept the Offer, by post or by hand, marked "**Sparkle Roll Group Limited – Offer**" on the envelope, to the Registrar, Tricor Secretaries Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Friday, 13 January, 2017 (or such later time and/or date as the Offeror may announce with the permission of the Executive) in accordance with the Takeovers Code. The provisions contained in of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and Kingston Securities

1. My/Our execution of this Form of Acceptance shall be binding on my/our successors and assignees and shall constitute:

- (a) my/our irrevocable acceptance of the Offer made by Kingston Securities 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 Shares specified in this Form of Acceptance;
- (b) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s), subject to the terms and conditions of the Offer, as if it/they was/were delivered to the Registrar together with this Form of Acceptance;
- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the 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 Company within seven Business Days following the later of the Unconditional Date, and the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;

(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)

Name: (in block capitals)

Address: (in block capitals)

- (d) my/our irrevocable instruction and authority to the Offeror, Kingston Securities, the Registrar or such person or persons as either 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 Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the 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 Share(s) tendered for acceptance of the Offer;
 - (f) my/our appointment of the Offeror and/or Kingston Securities as my/our attorney in respect of all the Share(s) to which this Form of Acceptance relates, such power of attorney to take effect from the date and time on which the Offer is made and thereafter be irrevocable;
 - (g) 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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from all liens, charges, options, claims, equities, adverse interests, third-party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the Unconditional Date, including, without limitation, the rights to receive dividends and other distributions declared, made or paid, if any, on or after the date on which the Offer is made, in respect of the Shares tendered for acceptance under the Offer; and
 - (h) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Kingston Securities and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, Kingston Securities and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold free from all liens, charges, options, claims, equities, adverse interests, third-party rights or Encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the Unconditional Date, including, without limitation, the rights to receive dividends and other distributions declared, made or paid, if any, on or after the date on which the Offer is made; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, their beneficial owner and parties acting in concert with any of them, the Company, Kingston Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our Title Documents and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of 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 Shareholders) at the registered address shown in the register of members of the Company.
- Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror, Kingston Securities or their respective agent(s) from the Registrar on your behalf upon your acceptance your offer, you will be returned such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the Title Documents for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance or Title Documents will be given. I/we further understand that all documents will be sent at my/our own risk.
 5. I/We warrant and represent to the Offeror, Kingston Securities and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this Form of Acceptance and I/We warrant and represent that I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Offer.
 6. I/We warrant and represent to the Offeror, Kingston Securities and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing 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 duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
 7. I/We warrant to the Offeror and Kingston Securities that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
 9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
 10. I/We understand that no acknowledgement of receipt of any Form of 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.
 11. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Kingston Securities and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
 - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
 - (c) my/our agreement not to exercise any such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

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 or warranties.

本接纳表格乃重要文件，请即处理。 阁下如对本接纳表格之任何方面或应采取之行动有任何疑问，应咨询 阁下之持牌证券交易商或注册证券机构、银行经理、律师、专业会计师或其他专业顾问。

阁下如已将名下之股份全部出售或转让，应立即将本接纳表格及综合文件送交买主或承让人，或经手买卖或转让之持牌证券交易商、注册证券机构或其他代理商，以便转交买主或承让人。

金利丰证券兹代表要约人提出要约。向海外股东提出要约可能受相关司法权区之法律及法规影响。倘 阁下为海外股东，则 阁下应自行遵守所有适用法律及监管规定，并于有需要时寻求独立法律意见。 阁下如欲接纳要约，则有责任自行全面遵守相关司法权区有关接纳要约之法律及法规（包括取得所有可能所需之政府、外汇管制或其他同意，以及遵守所有所需之手续及监管或法律规定）。 阁下亦须就接纳要约应付之任何有关发行、转让或其他税项或缴付费用负全责。要约人、公司、东英亚洲、金利丰证券、金利丰财务顾问、天财资本及参与要约之任何其他人士将有权就有关人士可能须要支付之任何税项或缴付费用或有关人士悉数弥偿及免受损害。 阁下接纳要约即构成 阁下向要约人、金利丰证券及公司作出之声明及保证。 阁下已遵守所有适用法律及法规，且 阁下根据所有适用法律及法规获准收取及接纳要约（及其任何修订），而 阁下已根据所有所需手续及监管或法律规定取得所有必要之政府、外汇管制或其他同意，并已就有相关接纳支付 阁下于任何地区应付之所有发行、转让或其他税项或缴付或其他所需款项，且有关接纳将根据所有适用法律及法规属有效及具约束力。本接纳表格应与综合文件一并阅读。

本接纳表格填写方法

要约属有条件。 阁下务请细阅综合文件后填写本接纳表格。 阁下如欲接纳由金利丰证券代表要约人提出之要约，应填写妥及签署本接纳表格之背页，连同不少于 阁下欲接纳要约之股份数目之相关股份股票及/或过户收据及/或其他所有权文件（及/或就此所需任何令人信纳之弥偿保证）（「拥有权文件」）放入信封（信封封面须注明「耀莱集团有限公司—要约」），于实际可行情况下尽快且无论如何须于二零一七年一月十三日（星期五）下午四时正或要约人根据收购守则可能公布（经执行人员同意）之较后日期及/或时间前邮寄或以专人送交登记处卓佳秘书商务有限公司，地址为香港皇后大道东183号合和中心22楼。综合文件附录一所载之条文纳入本接纳表格并构成其中部分。

要约之接纳及过户表格

致：要约人及金利丰证券

1. 本人/吾等签署本接纳表格，即表示本人/吾等之继承人及受让人将受此约束，并表示：

- (a) 本人/吾等不可撤回地按照综合文件及本接纳表格所述代价，根据并遵循当中所述条款及条件，就本接纳表格所注明之股份数目接纳综合文件所载由金利丰证券代表要约人提出之要约；
- (b) 本人/吾等不可撤回地指示及授权要约人及/或金利丰证券或彼等各自之代理，各自代表本人/吾等交付随附经本人/吾等正式签署之过户收据及/或其他所有权文件（如有）（及/或就此所需令人信纳之弥偿保证），凭此向公司或登记处领取本人/吾等就股份应获发之股票，并将有关股票送交登记处，以及授权及指示登记处按照要约之条款及条件持有该等股票，犹如该等股票已连同本接纳表格一并送交登记处；
- (c) 本人/吾等不可撤回地指示及授权要约人及/或金利丰证券或彼等各自之代理，各自就本人/吾等根据要约条款应得之现金代价（扣除本人/吾等就本人/吾等接纳要约应付之卖方从价印花税），以「不得转让—只准入抬头人账户」方式向本人/吾等开出划线支票，然后于无条件日期及登记处收到所有有关文件并使要约之接纳完成并生效当日（以较后者为准）后七个营业日内，按以下地址以普通邮递方式寄予以下人士，或倘并无于下栏填上姓名及地址，则按公司股东名册所示登记地址寄予本人或吾等当中名列首位者（如属联名登记股东），邮误风险概由本人/吾等承担：
（倘收取支票之人士并非登记股东或名列首位之联名登记股东，则请在本栏填上该名人士之姓名及地址。）

姓名：（请用正楷填写）

地址：（请用正楷填写）

- (d) 本人/吾等不可撤回地指示及授权要约人、金利丰证券、登记处或彼等任何一方可能就此指定之有关人士，各自代表本人/吾等制备及签订香港法例第117章印花税法例第19(1)条规定本人/吾等作为根据要约出售股份之卖方须制备及签订之成交单据，并按该条例之规定安排该单据加盖印花及安排在本接纳表格背书证明；
- (e) 本人/吾等不可撤回地指示及授权要约人及/或金利丰证券及/或彼等任何一方可能指定之人士，各自代表本人/吾等填妥及签订任何有关本人/吾等接纳要约之文件，并作出任何其他必要或权宜之行动，以将本人/吾等交回以接纳要约之股份转归要约人及/或其可能指定之人士所有；
- (f) 本人/吾等委任要约人及/或金利丰证券为本接纳表格所涉全部股份之受权人，有关授权书由提出要约之日期及时间起生效，并于其后不可撤回；
- (g) 本人/吾等承诺于必需或合宜时签订有关其他文件及作出有关行动及事项，以进一步确保本人/吾等交回以接纳要约之股份转让予要约人或其可能指定之人士，而该等股份已缴足股款且不附带任何性质之一切留置权、押记、期权、申索、衡平权、不利权益、第三方权利或产权负担，惟附有无条件日期或之后应计或附带之一切权利，包括但不限于收取于提出要约当日或之后就交回以接纳要约之股份宣派、作出或派付之股息及其他分派（如有）之权利；及
- (h) 本人/吾等同意追认由要约人及/或金利丰证券及/或公司或彼等各自之代理或彼等任何一方可能指定之人士于行使本接纳表格所载任何权利时可能作出或进行之各种行动或事宜。

2. 本人/吾等明白本人/吾等接纳要约，即被视为构成本人/吾等向要约人、金利丰证券及公司声明及保证，(i)本人/吾等所持将根据要约被收购之股份，于出售时概不附带任何性质之一切留置权、押记、期权、申索、衡平权、不利权益、第三方权利或产权负担，惟附有无条件日期或之后应计或附带之一切权利，包括但不限于收取于提出要约当日或之后就宣派、作出或派付之股息及其他分派（如有）之权利；及(ii)本人/吾等并无采取或遗漏任何行动而将会或可能致使要约人、彼等之实益拥有人及与彼等任何一方一致行动之人士、公司、金利丰证券或任何其他人士违反任何地区与要约或本人/吾等接纳要约有关之法律或监管规定，且本人/吾等根据所有适用法律及法规获准收取及接纳要约（及其任何修订），且有关接纳将根据所有适用法律及法规属有效及具约束力。

3. 倘本人/吾等之接纳根据要约之条款乃属无效或被视作无效，则上文第1段所载之所有指示、授权及承诺均会失效。在此情况下，本人/吾等授权并恳请 阁下将本人/吾等之拥有权文件及/或其他所有权文件（及/或就此所需任何令人信纳之弥偿保证）连同已正式注销之本接纳表格以普通邮递方式一并寄予上文第1(c)段所列之人士及地址，或如未有列明姓名及地址，则按公司股东名册所示登记地址寄予本人或吾等当中名列首位者（如为联名登记股东），邮误风险概由本人/吾等承担。

附注： 倘 阁下交出一份或以上过户收据，而要约人、金利丰证券或彼等各自之代理已同时于 阁下接纳要约后代表 阁下从登记处领取有关股票，则发还予 阁下者将为有关股票而非过户收据。

4. 本人/吾等兹附上本人/吾等持有之全部或部分股份之拥有权文件，由 阁下按要约之条款及条件予以保存。本人/吾等明白任何交回之接纳表格或拥有权文件概不获发收据。本人/吾等亦了解所寄发之所有文件之一切邮误风险概由本人/吾等自行承担。

5. 本人/吾等向要约人、金利丰证券及公司保证及声明，本人/吾等为本接纳表格所列股份数目之登记股东。本人/吾等保证及声明，本人/吾等有十足权利、权力及授权以接纳要约之方式，向要约人出售及移交本人/吾等之股份之所有权及拥有权。

6. 本人/吾等向要约人、金利丰证券及公司保证及声明，本人/吾等已遵守公司股东名册所示本人/吾等地址所在地之所有适用法律及法规，以及根据所有适用法律及法规获准接纳要约（及其任何修订）；而本人/吾等已取得一切必要政府、外汇管制或其他同意，以及遵守所有所需手续及监管或法律规定办理一切必要之登记或存档手续；且本人/吾等已支付本人/吾等就接纳应付之所有发行、转让或其他税项或缴付或其他所需款项；而有关接纳将根据所有适用法律及法规属有效及具约束力。

7. 本人/吾等向要约人及金利丰证券保证，本人/吾等将会就支付在公司股东名册所示本人/吾等地址所在司法权区有关本人/吾等接纳要约应付之任何转让或其他税项或缴付。

8. 本人/吾等确认，除在综合文件及本接纳表格清楚规定之外，所有就此作出之接纳、指示、授权及承诺均为不可撤回及无条件。

9. 本人/吾等确认，本人/吾等以接纳要约之方式售予要约人之股份将以要约人或其代名人名义登记。

10. 本人/吾等明白，任何接纳表格、股票及/或过户收据及/或其他所有权文件（及/或就此所需任何令人信纳之弥偿保证）概不获发收据。本人/吾等亦明白所有文件将以普通邮递方式寄出，邮误风险概由本人/吾等自行承担。

11. 本人/吾等就根据要约已获接纳或被视作已获接纳，而其接纳并未被有效撤回及并非以要约人之名义或按其指示登记之股份，向要约人、金利丰证券及公司不可撤回地承诺、声明、保证及同意（以约束本人/吾等之继承人及受让人）：

- (a) 本人/吾等授权公司及/或其代理将可能须向本人/吾等作为公司股东寄发之任何通告、通函、单据或其他文件或通讯（包括任何股票及/或因将该等股份转为证书形式而发出之其他所有权文件）送交登记处（地址为香港皇后大道东183号合和中心22楼）予要约人；
- (b) 不可撤回地授权要约人或其代理代表本人/吾等签署任何同意书，同意缩短公司任何股东大会通知期，及/或出席及/或签订有关该等股份之代表委任表格以委任要约人提名之任何人士出席相关股东大会（或其任何续会），以及代表本人/吾等行使该等股份所附带之投票权，而该等投票权将以要约人全权酌情厘定之方式投票；及
- (c) 本人/吾等协定，在未经要约人之同意下不会行使任何有关权利，以及本人/吾等不可撤回地承诺不会委任代表或亲身出席股东大会，以及在上文规限下，如本人/吾等以往已委任代表（而该代表并非要约人或其代名人或获委任人士）出席公司之股东大会或于会上投票，则本人/吾等谨此声明撤回有关委任。

为免生疑问，香港中央结算有限公司或香港中央结算（代理人）有限公司将概不作出或受限于任何上述声明或保证。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Kingston Securities, the Company 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 Offer for your Shares, 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 dispatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Offeror, Kingston Securities, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

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

- processing your acceptance and verification of your compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as Kingston Securities and the Registrar;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Offer;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and other purposes which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror, Kingston Securities, the Company 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 or 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 and/or its agent(s), such as Kingston Securities, the Company and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Kingston Securities, the Company and/or the Registrar, 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 your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, Kingston Securities, the Company and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, Kingston Securities, the Company and the Registrar will keep the personal data provided in this form for as long as necessary to fulfill 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 to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Kingston Securities, the Company and/or the Registrar 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, Kingston Securities, the Company 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 the Offeror, Kingston Securities, the Company and/or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE YOU AGREE TO ALL OF THE ABOVE.

个人资料

收集个人资料声明

本收集个人资料声明旨在知会 阁下有关要约人、金利丰证券、公司及登记处在个人资料及香港法例第486章个人资料(私隐)条例(「该条例」)方面之政策及惯例。

1. 收集 阁下个人资料之原因

如 阁下就本身之股份接纳要约， 阁下须提供所需之个人资料。倘 阁下未能提供所需资料，则可能导致 阁下之接纳申请无效、被拒或受到延误。其亦可能妨碍或延迟寄发 阁下根据要约应得之代价。如所提供之资料不准确， 阁下须即时知会要约人、金利丰证券、公司及/或登记处。

2. 用途

阁下于本接纳表格提供之个人资料可能会用作、持有及/或保存(以任何方式)作下列用途：

- 处理 阁下之接纳申请及核实 阁下是否已遵循本接纳表格及综合文件载列之条款及申请手续；
- 登记以 阁下名义作出之股份转让；
- 保存或更新有关股东名册；
- 核实或协助核实签名，以及进行任何其他资料核实或交换；
- 由要约人及/或其代理(如金利丰证券及登记处)发布通讯；
- 编制统计资料及股东概况；
- 按法例、规则或规例(无论法定或其他规定)作出披露；
- 确立 阁下于要约项下之权益；
- 披露有关资料以方便进行权益索查；
- 有关要约人、公司或登记处业务之任何其他用途；及
- 有关上述用途之任何其他附带或关连用途及股东可能不时同意或知悉之其他用途。

3. 转交个人资料

于本接纳表格所提供之个人资料将作为机密资料保存，惟要约人、金利丰证券、公司及/或登记处为达致上述或任何上述用途，可能作出彼等认为必须之查询，以确认个人资料之准确性，尤其可向或自下列任何及所有个人及实体披露、索取或转交(无论在香港境内或境外)该等个人资料：

- 要约人及/或其代理(如金利丰证券)、公司及登记处；
- 为要约人、金利丰证券、公司及/或登记处之业务经营提供行政、电讯、电脑、付款或其他服务之任何代理、承包商或第三方服务供应商；
- 任何监管或政府机构；
- 与 阁下进行交易或建议进行交易之任何其他人士或机构，如 阁下之银行、律师、会计师或持牌证券交易商或注册证券机构；及
- 要约人、金利丰证券、公司及/或登记处认为在有关情况 下必须或适当之任何其他人士或机构。

4. 保留个人资料

要约人、金利丰证券、公司及登记处将按收集个人资料所需用途保留本表格所收集之个人资料。无需保留之个人资料将会根据该条例销毁或处理。

5. 索取及更正个人资料

根据该条例规定， 阁下有权确认要约人、金利丰证券、公司及/或登记处是否持有 阁下之个人资料，并索取该资料副本，以及更正任何错误资料。依据该条例之规定，要约人、金利丰证券、公司及/或登记处有权就处理索取任何资料之请求收取合理之手续费。索取资料或更正资料或索取有关政策及惯例及所持资料类型之资料之所有请求，须提交予要约人、金利丰证券、公司及/或登记处(视情况而定)。

阁下一经签署本接纳表格，即表示同意上述所有条款。