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香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本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，並明確表示概不會就因本接納表格全部或任何部分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 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.

除非文義另有所指外，否則本接納表格所用詞彙具有耀萊控股有限公司（「要約人」）及耀萊集團有限公司（「公司」）於二零一六年十二月二十三日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定之相同涵義。本接納表格之中英文版本如有歧義，概以英文版本為準。

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

本接納及過戶表格在閣下欲接納要約時適用。



Sparkle Roll Group Limited

耀萊集團有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 970)

(股份代號: 970)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.002 EACH IN THE ISSUED SHARE CAPITAL OF

SPARKLE ROLL GROUP LIMITED

耀萊集團有限公司已發行股本中

每股面值0.002港元之普通股之接納及過戶表格

To be completed in full 每項均須填寫

Registrar: Tricor Secretaries Limited
Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong
登記處: 卓佳秘書商務有限公司
香港皇后大道東183號合和中心22樓

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.

根據本接納表格及綜合文件所載條款及條件，下列轉讓人現按下列代價，將以下註明之股份轉讓予下列承讓人。

Number of Share(s) to be transferred (Note) 將予轉讓之股份數目 (附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Registered Address: 登記地址:	
		Telephone number: 電話號碼:
CONSIDERATION 代價	HK\$0.45 in cash for each Share 每股股份現金 0.45港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence Address: 通訊地址: Occupation: 職業:	Sparkle Roll Holdings Limited 耀萊控股有限公司 7/F, Tower B, Sparkle Roll Centre, No.40 Xing Fu Er Cun, Xin Dong Road, Chaoyang District, Beijing, the PRC 中國北京市朝陽區新東路幸福二村40號耀萊中心B座7層 Corporation 法人團體

Signed by or for and on behalf of the Transferor(s) in the presence of:
轉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 _____

Signature(s) of Transferor(s)/Company chop, if applicable

轉讓人簽署/公司印章 (如適用)

Date of submission of this Form of Acceptance

提交本接納表格之日期

ALL JOINT
REGISTERED
HOLDERS
MUST
SIGN HERE
所有聯名登記
持有人均須
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 _____

Date of transfer 過戶日期 _____

For and on behalf of 代表

Sparkle Roll Holdings Limited 耀萊控股有限公司

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理簽署

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.

附註: 請填上接納要約所涉及之股份總數。倘並無填寫數目或倘所填數目大於閣下登記持有之股份數目或就接納要約所交回之實物股份數目，而閣下已簽署本接納表格，則本接納表格將退回閣下作更正及再行提交。任何經更正之接納表格必須於接納要約之最後日期及時間或之前再行提交並送達登記處。

* For identification purpose 僅供識別

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.

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.

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於約人、金利豐證券、公司及登記處在個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)方面之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之股份接納要約，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無效、被拒或受到延誤。其亦可能妨礙或延遲寄發閣下根據要約應得之代價。如所提供之資料不準確，閣下須即時知會約人、金利豐證券、公司及／或登記處。

2. 用途

閣下於本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閣下是否已遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義作出之股份轉讓；
- 保存或更新有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 由要約人及／或其代理(如金利豐證券及登記處)發佈通訊；
- 編製統計資料及股東概況；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 確立閣下於要約項下之權益；
- 披露有關資料以方便進行權益申索；
- 有關要約人、公司或登記處業務之任何其他用途；及
- 有關上述用途之任何其他附帶或關連用途及股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

於本接納表格所提供之個人資料將作為機密資料保存，惟要約人、金利豐證券、公司及／或登記處為達致上述或任何上述用途，可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有個人及實體披露、索取或轉交(無論在香港境內或境外)該等個人資料：

- 要約人及／或其代理(如金利豐證券)、公司及登記處；
- 為要約人、金利豐證券、公司及／或登記處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人士或機構，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、金利豐證券、公司及／或登記處認為在有關情況下必須或適當之任何其他人士或機構。

4. 保留個人資料

要約人、金利豐證券、公司及登記處將按收集個人資料所需用途保留本表格所收集之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 索取及更正個人資料

根據該條例規定，閣下有權確認要約人、金利豐證券、公司及／或登記處是否持有閣下之個人資料，並索取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人、金利豐證券、公司及／或登記處有權就處理索取任何資料之請求收取合理之手續費。索取資料或更正資料或索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、金利豐證券、公司及／或登記處(視情況而定)。

閣下一經簽署本接納表格，即表示同意上述所有條款。