

Unless the context otherwise requires, terms used in this form shall have the same meanings as defined in the Offer Document dated 10th September, 2003 issued by Right Field Holdings Limited.

除文義另有所指外，本表格所用詞彙與Right Field Holdings Limited於二零零三年九月十日刊發之收購文件所定義者具相同涵義。

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收購建議時適用。

**VOLUNTARY CONDITIONAL CASH OFFER
BY YU MING ON BEHALF OF RIGHT FIELD HOLDINGS LIMITED TO ACQUIRE ALL
THE ISSUED SHARES IN GP NANOTECHNOLOGY GROUP LIMITED**

禹銘代表RIGHT FIELD HOLDINGS LIMITED

提出自願性有條件現金收購建議收購

廣平納米科技集團有限公司全部已發行股份

GP NANOTECHNOLOGY GROUP LIMITED

廣平納米科技集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

**FROM OF ACCEPTANCE AND TRANSFER
OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL
OF GP NANOTECHNOLOGY GROUP LIMITED**

廣平納米科技集團有限公司已發行股本中

每股面值0.10港元之股份之接納及過戶表格

ALL PARTS TO BE COMPLETED每項必須填妥

Custodian: Cantrust (Far East) Limited

託管人: Cantrust (Far East) Limited

Room 2001, Central Plaza, 18 Harbour Road, Wan Chai, Hong Kong

香港灣仔港灣道18號中環廣場2001室

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) in the "Transferee" named below the Shares specified below.
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 Shares ⁽¹⁾ 股份數目 ⁽¹⁾	Figures 數目	Words 大寫
Certificate Number(s) 股票號碼		
TRANSFER FROM TRANSFEROR(s) name(s) and address(es) in full 轉讓自轉讓人全名及地址 (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(es) 註冊地址	
		Telephone Number(s) 電話號碼
	CONSIDERATION 代價	
	HK\$0.01 in cash for each Share 每股股份為現金0.01港元	
TRANSFER TO TRANSFEEEE 轉讓予承讓人	Name 名稱 : Right Field Holdings Limited Correspondence 通訊地址 : 20th Floor, Times Tower, 393-407, Jaffe Road, Wan Chai, Hong Kong Address 地址 : 香港灣仔謝斐道393-407號新時代中心20樓 Occupation 職業 : Corporation 公司	

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

轉讓人在下列見證人見證下簽署:

Name of Witness 見證人姓名

Signature of Witness 見證人簽署

Address 地址

Occupation 職業

Signature of Transferor(s)

轉讓人簽署

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
均須在本欄簽署

Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署: Name of Witness 見證人姓名	Do not Complete 請勿填寫本欄
Signature of Witness 見證人簽署	For and on behalf of 代表 Right Field Holdings Limited
Address 地址	
Occupation 職業	Signature of Transferor(s) 轉讓人簽署

Note: (1) Insert the total number of Shares for which the Offer is accepted. If no number or a number in excess of your registered holding of Shares is inserted in this form, and you have signed this form, you will be deemed to have accepted the Offer for your entire registered holding of Shares.

附註: (1) 請填上接納收購建議之股份總數。如閣下並無在本表格上填上數目或已填上之數目超過閣下所持登記股份之數目，並已簽署本表格，則閣下將被視為已接納閣下名下所持全部登記股份之收購建議。

To accept the Offer made by Yu Ming, on behalf of the Offeror, you should complete and sign this form and forward this form 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 in respect of any lost Share certificate(s) by post or by hand, marked "GP Nano Offer" on the envelope, to Cantrust (Far East) Limited at Room 2001, Central Plaza, 18 Harbour Road, Wan Chai, Hong Kong as soon as possible after the commencement of the Offer, but in any event so as to reach the Custodian by no later than 4:00 p.m. on Wednesday 8th October, 2003, or such later time and date as the Offeror may announce. The provisions of Appendix 1 to the Offer Document are incorporated into and form part of this form.

閣下如欲接納禹銘代表收購者提出之收購建議，應填妥並簽署本表格，並在收購建議開盤後儘快將本表格連同有關股份之股票及/或過戶收據及/或任何其他所有權文件(及/或因遺失股份之股票所需之任何令人信納之賠償保證)，以郵遞或親自送交託管人Cantrust (Far East) Limited，地址為香港灣仔港灣道18號中環廣場2001室，信封面請註明「廣平納米收購建議」，惟無論如何不得遲於二零零三年十月八日星期三下午四時正前，或收購者可能公佈之較後時間及日期。收購文件附錄一之條文已載入本表格並成為其中一部分。

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form or as to the action to be taken, you should consult your stockbroker or other licensed securities dealer, 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 and the accompanying Offer Document to the purchaser(s) or the transferee(s) or to the bank or stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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 or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction.

How to complete this form

The Offer is subject to the condition set out in the Offer Document. This Form of Acceptance should be read in conjunction with the accompanying Offer Document.

To accept the Offer made by Yu Ming, on behalf of the Offeror, you should complete and sign this form and forward this form 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 in respect of any lost Share certificate(s) by post or by hand, marked "GP Nano Offer" on the envelope, to Cantrust (Far East) Limited at Room 2001, Central Plaza, 18 Harbour Road, Wan Chai, Hong Kong as soon as possible after the commencement of the Offer, but in any event so as to reach the Custodian by no later than 4:00 p.m. on Wednesday 8th October, 2003, or such later time and date as the Offeror may announce. The provisions of Appendix I to the Offer Document are incorporated into and form part of this form.

Form of Acceptance in respect of the Offer

To Yu Ming and the Offeror

- My/Our execution of this Form of Acceptance (whether or not such form is dated), which shall be binding on my/our successors and assignees shall constitute:—
 - my/our irrevocable acceptance of the Offer made by Yu Ming on behalf of the Offeror, as contained in the Offer 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 the Form of Acceptance or, if no such number or a number greater than the number of which I/we am/are registered as holder(s) as specified in respect of all such Shares as to which I/we am/are registered as holder(s).
 - my/our irrevocable instruction and authority to the Offeror and/or Yu Ming or their respective agents to collect from the registrar of the Company 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 surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Custodian and to authorize and instruct the Custodian to hold such share certificate(s) on and subject to the terms and conditions of the Offer, as if it/they were Share certificate(s) delivered to the Custodian together with this Form of Acceptance and transfer.
 - my/our irrevocable instruction and authority to the Offeror and/or Yu Ming or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour of the cash consideration to which I/we shall have become entitled under the terms of the Offer, by ordinary post at my/our risk to the person named below or, if no name and address is stated below, to the named transferor on the Form of Acceptance at the registered address shown in the register of members of the Company. *(Payment may be made by Hong Kong dollar transfer to a bank in Hong Kong if requested and nominated by you at your risk and expense).*
(Here 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:
 - my/our instruction and authority to the Offeror and/or Yu Ming or such person or persons as they may direct for the purpose, on my/our behalf, to make and execute the contract note 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 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 the Form of Acceptance in accordance with the provisions of that Ordinance;
 - my/our instruction and authority to the Offeror and/or Yu Ming or such person or persons as they may direct to complete and execute any document on my/our behalf including without limitation to insert a date in the Form of Acceptance 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 they may direct my/our Share(s);
 - 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 Share(s) to the Offeror or such person or persons as they may direct free from all third party rights, liens, charges claims, equities and encumbrances and together with all rights attaching thereto, including the right to receive all dividends and distributions declared, made or paid on or after the date of commencement of the Offer but subject to the terms of the Offer; and
 - my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Yu Ming or their agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
- I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror that the Share(s) held by me/us to be acquired under the Offer are sold free from all their party rights, liens, charges, claims, equities and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Share(s) on or after the date of commencement of the Offer.
- In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instruction, 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 other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof), together with this form duly cancelled, 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 registered address referred to above.
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 Yu Ming and/or the Offeror or their agent(s) from the Share registrar of the Company on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).
- 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 of any lost Share certificate(s)) for the whole or part of my/our holding of Share(s) which are to be held by me/us on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, Share certificate(s), transfer receipt(s) or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect of any lost Share certificate(s)) will be given. I/We further understand that all documents will be sent at my/our own risk.
- I/We acknowledge that, save as expressly provided in the Offer Document and in the Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.

Personal Data

Personal information collection statement

The main provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") came into effect in Hong Kong on 20th December, 1996. This Personal Information Collection Statement informs the Shareholders, as the data subject, of the policies and practices of the Offeror and the Custodian in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

Failure to supply the requested data may result in delay or inability of the Offeror and/or the Custodian to effect their services. It is important that Accepting Shareholders to inform the Custodian immediately of any inaccuracies in the data supplied.

2. Purposes

Subject to the Offer becoming unconditional, your personal data may be used, held and/or stored (by whatever means) for the following purposes:

- conducting or assisting to conduct signature verifications, any verification or exchange of information;
- distributing communications from the Company;
- making disclosure as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or the Custodian to discharge their obligations to shareholders and/or regulators, any other purposes to which Accepting Shareholders may from time to time agree.

3. Transfer of personal data

Personal data held by the Offeror and/or the Custodian relating to you will be kept confidential but the Offeror and/or the Custodian 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 and all of the following persons and entities:

- the Company or its 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 the Offeror and/or the Custodian in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or government 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.

By signing this Form of Acceptance, you agree to all of the above.

4. Access to and correction of personal data

The Ordinance provides the Accepting Shareholders with rights to ascertain whether the Offeror and/or the Custodian 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 and/or the Custodian have the right to charge a reasonable fee for the processing 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 and/or the Custodian.

By signing this Form of Acceptance, you agree to all of the above.