

Unless the context otherwise requires, terms used in this form shall have the same meanings as defined in the composite document dated 12 December 2005 issued by Profit Eagle Limited and Superdata Software Holdings Limited ("Composite Document").

除非文義另有所指，本表格所使用詞彙與日期為二零零五年十二月十二日Profit Eagle Limited及速達軟件控股有限公司刊發的綜合文件（「綜合文件」）所界定者具相同涵義。



SUPERDATA SOFTWARE HOLDINGS LIMITED (速達軟件控股有限公司)*

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 8263)

(股份代號: 8263)

FORM OF ACCEPTANCE OF SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF SUPERDATA SOFTWARE HOLDINGS LIMITED

速達軟件控股有限公司
已發行股本中每股面值0.01港元股份的
接納表格

To be completed in all respects (Please refer to "How to Complete this Form" on page 2)
每項均須填寫(請參閱第2頁「本表格的填寫方法」)

Receiving agent: Computershare Hong Kong Investor Services Limited
接收代理人: 香港中央證券登記有限公司

Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong
香港皇后大道東183號合和中心17樓1712-16室

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.10 each in the issued share capital of Superdata ("Superdata Share(s)") specified below subject to the terms and condition contained herein and in the accompanying Composite Document dated 12 December 2005.
下列「轉讓人」現根據本表格及於二零零五年十二月十二日刊發的隨附綜合文件所載的條款及條件，按下述代價將下文所列明速達已發行股本中每股面值0.10港元的股份（「速達股份」）轉讓予下列「承讓人」。

| Number of Superdata Shares 速達股份數目 | FIGURES 數目 | WORDS 大寫 |
|--|--|--------------------------|
| Share certificate number(s) 股票號碼 | | |
| TRANSFEROR(S) name(s) and address(es) in full (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS IN ENGLISH) 轉讓人 全名及地址 (請用打字機或正楷 以英文填寫) | Surname(s) or company name(s) 姓氏或公司名稱 | Other name(s) 名字 |
| | Registered Address 登記地址 | |
| | | Telephone Number 電話號碼 |
| CONSIDERATION 代價 | <input type="checkbox"/> HK\$1.90 in cash for each Superdata Share in respect of _____ Superdata Shares 有關本人/吾等登記持有的 _____ 股速達股份每股速達股份以現金收取1.90港元 <input type="checkbox"/> One (1) Profit Eagle Share for each Superdata Share in respect of _____ Superdata Shares ("the Share Alternative") 有關本人/吾等登記持有的 _____ 股速達股份，每股速達股份收取一(1)股Profit Eagle股份（「股份替代品」） | |
| TRANSFEEE 承讓人 | Name 名稱 : Profit Eagle Limited Correspondence Address 通訊地址 : PO Box 309GT, Uglan House, South Church Street, George Town, Grand Cayman, Cayman Islands Occupation 職業 : Corporation 法人團體 | |

If you have elected to receive the Share Alternative for any of your Superdata Shares, enter "YES" into the box below if any of the following apply:
倘閣下選擇就閣下的速達股份收取股份替代品，而倘下列任何一項適用，則必須於下欄填寫「是」：

- I/We have received the Composite Document or the accompanying Form of Acceptance in the United States or I/we have sent this Form of Acceptance from the United States;
本人/吾等已於美國接獲本綜合文件或隨附的接納表格或本人/吾等已自美國寄發本接納表格；
- I/We was/were in the United States when the Form of Acceptance was delivered or at the time of accepting the Offer;
本人/吾等於送達接納表格或於接納收購建議時身在美国；
- I/We am/are a resident of the United States; or
本人/吾等為美國居民；或
- I/We am/are an agent or fiduciary acting on a non-discretionary basis for a principal in the United States.
本人/吾等乃為美國的主事人按非酌情基準行事的代理人或受信人。

IMPORTANT: IF NONE OF THE ABOVE APPLY, YOU MUST ENTER "NO" IN THE BOX.

重要：倘上列各項均不適用，則閣下必須於欄內填上「否」。

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 Transferor(s) 轉讓人簽署

← Transferor to sign here
轉讓人請簽署本欄

Company chop, if applicable 公司印鑑(如適用)

← All joint holders must sign here
所有聯名持有者均須簽署本欄

| | |
|---|--|
| Do not complete 請勿填寫本欄 | |
| Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署： SIGNATURE OF WITNESS 見證人簽署 Name 姓名 Address 地址 Occupation 職業 | For and on behalf of 代表 Profit Eagle Limited Signature of Transferee or its duly authorised agent 承讓人或其正式授權代理人簽署 |
| PLEASE DO NOT DATE 請勿註明日期 | This transfer is dated _____ 轉讓日期：_____年_____月_____日 |

* For identification purpose only

* 僅供識別

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 a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Superdata Shares, you should at once hand this form and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the licensed securities dealer or registered institution or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or the 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 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.

The Offer is subject to the condition set out in the Composite Document. This form should be read in conjunction with the Composite Document.

How to Complete this Form

1. To accept the Offer made by Morgan Stanley on behalf of Profit Eagle to acquire your Superdata Shares, you should complete and sign this form overleaf and forward this entire 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 required in respect thereof) in respect of not less than the number of Superdata Shares in respect of which you intend to accept the Offer, by post, by express mail or other similar carrier services, or by hand to the Receiving Agent, Computershare Hong Kong Investor Services Limited, Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong, as soon as possible, but in any event so as to reach the Receiving Agent by no later than 4:00 p.m. (Hong Kong time) on Friday, 20 January 2006 or such later time and date as Profit Eagle may determine and announce in accordance with the Takeovers Code). The provisions of Appendix 1 to the Composite Document are incorporated into and form part of this Form of Acceptance. Shareholders are advised to read the Composite Document before completing this Form of Acceptance.
2. You are required to insert the total number of Superdata Shares for which the Offer is accepted in the "NUMBER OF SUPERDATA SHARES" box on page 1. If no number is inserted or a number in excess of your registered holding of Superdata Shares is inserted on this Form of Acceptance which you return to the Receiving Agent, you will be deemed to have accepted the Offer in respect of your entire registered holding of Superdata Shares.
3. If you are holding the Superdata Shares on behalf of another person as nominee or otherwise or if your Superdata Shares have been lodged through the Central Clearing and Settlement System, you should refer to the section headed "Procedure for acceptance" in section 2 of Appendix 1 of the Composite Document in particular as to the matters which you should consider.
4. If this Form of Acceptance is not completed strictly in accordance with the instructions set out in this Form of Acceptance, Profit Eagle reserves the right to treat this Form of Acceptance as valid to the extent that it deems this Form of Acceptance to have been completed in accordance with such instructions as may appear to the Profit Eagle to be your intentions.

Form of Acceptance

To: Profit Eagle and Morgan Stanley

1. My/Our execution of this Form of Acceptance (whether or not such form is dated and which shall be binding on my/our successors and assigns) shall constitute:
 - (a) my/our irrevocable acceptance of the Offer, made by Morgan Stanley on behalf of Profit Eagle as contained in the Composite Document, for the consideration set out on this Form of Acceptance and on and subject to the terms and conditions therein and herein mentioned (including the terms and conditions set out under the heading "How to Complete this Form"), in respect of the number of Superdata Shares specified in this Form of Acceptance or if no such number is specified, or a greater number is specified than I/we am/are registered as the holders of, in respect of all such Superdata Shares of which I/we am/are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to Profit Eagle and/or Morgan Stanley or their respective agent(s) to collect from Superdata or the Receiving Agent on my/our behalf the share certificate(s) in respect of Superdata 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 any satisfactory indemnity or indemnities in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Receiving Agent and to authorise and instruct the Receiving Agent to hold such share certificate(s) subject to the terms and condition of the Offer, as if it was/they were share certificate(s) delivered to the Receiving Agent together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to Profit Eagle and/or Morgan Stanley or their respective agent(s) to send (i) a banker's draft/cheque in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer and/or (ii) a share certificate for the Profit Eagle Shares to which I/we shall have become entitled under the terms of the Offer issued in my/our name, in each case by post at my/our risk to the person(s) named below or, if no name(s) and/or address is/are stated below, to the first-named transferor at the address shown in the register of members of Superdata:

(Insert here the name and address of the person to whom the banker's draft/cheque and/or Profit Eagle share certificate(s) is/are to be sent if different from the registered shareholder or the first-named of the joint registered shareholders.)

Name: (in block capitals) _____
Address: _____
 - (d) my/our irrevocable instruction and authority to Profit Eagle and/or Morgan Stanley or their respective agent(s) to register my Superdata Shares in the name of Profit Eagle and to deliver the share certificate(s) in respect of the Superdata shares to Profit Eagle.
 - (e) my/our irrevocable instruction and authority to Profit Eagle and/or Morgan Stanley and/or the Receiving Agent or such person or persons as they 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 Superdata Shares 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;
 - (f) my/our instruction and authority to any director of Profit Eagle and/or Morgan Stanley and such person or persons as either of them may direct to complete, amend and execute any document on my/our behalf including but without limitation to insert a date in this Form of Acceptance and to duly complete this Form of Acceptance in accordance with the section entitled "How to Complete this Form" above or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of vesting in Profit Eagle or such person or persons as it may direct my/our Superdata Shares tendered for acceptance of the Offer;
 - (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 Superdata Shares tendered for acceptance of the Offer to Profit Eagle or such person or persons as it may direct free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them and other distributions, if any, declared, made or paid after the date of the Joint Announcement;
 - (h) my/our agreement that the settlement of the consideration to which I/we will be entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which Profit Eagle may otherwise be, or claim to be, entitled against me/us;
 - (i) my/our agreement to ratify each and every act or thing done or effected by Profit Eagle and/or Morgan Stanley and/or the Receiving Agent or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
 - (j) my/our appointment of any of Profit Eagle and/or Morgan Stanley as my/our attorney in respect of all the Superdata Shares to which this acceptance relates, such power of attorney to take effect from the date and time on which the Offer is declared unconditional in all respects and thereafter be irrevocable.
2. In the event the Offer lapses or in the event Profit Eagle exercises its discretion to treat my/our acceptance 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 share certificate(s) and/or transfer receipt(s) and/or any other documents) of title (and/or any satisfactory indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled by post at my/our risk to the person named above for the receipt of any banker's draft or, if no name and address is stated, to me or the first-named of us (in the case of joint registered shareholders) at the address shown in the register of members of Superdata. Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by Profit Eagle and/or Morgan Stanley or their respective agent(s) from Superdata or the Receiving Agent on my/our behalf, I/we will be sent such share certificate(s) at my/our risk in lieu of the transfer receipt(s).
3. 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 in respect thereof) for the whole/ part of my/our holding of Superdata Shares which is/are to be held by you on the terms and condition of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance or any share certificate(s) and/or any other documents will be given.
4. I/We hereby warrant and represent to you that, I am/we are the registered shareholder(s) of the number of Superdata Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of such Superdata Shares to Profit Eagle by way of acceptance of the Offer free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them and distributions, if any, declared, made or paid after the date of the Joint Announcement, but subject to the terms of the Offer.

5. I/We irrevocably undertake, represent, warrant and agree to and with Profit Eagle and Morgan Stanley (so as to bind, my/our successors and assigns) that, subject to the Offer becoming or being declared unconditional (or in such other circumstances as Profit Eagle may request and the Executive may permit), in respect of Superdata Shares in respect of which the Offer has been accepted, or is deemed to have been accepted, which acceptance has not been validly withdrawn, and which have not been registered in the name of Profit Eagle or as it may direct:
- (I) an authority to Superdata 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 Superdata (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Superdata Shares into certificated form) to Profit Eagle at its registered office;
 - (II) an irrevocable authority to Profit Eagle or its agents to sign any consent to short notice of a general meeting on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Superdata Shares appointing any person nominated by Profit Eagle to attend general meetings and separate class meetings of Superdata or its members or any of them (and any adjournments thereof) and to exercise the votes attaching to such Superdata Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Profit Eagle; and
 - (III) my/our agreement not to exercise any of such rights without the consent of Profit Eagle and my/our irrevocable undertaking not to appoint a proxy for or to attend any such general meeting or separate class meeting and, subject as aforesaid, to the extent I/we have previously appointed a proxy, other than Profit Eagle or its nominee or appointee, for or to attend general meetings or separate class meetings, I/we hereby expressly revoke such appointment.
6. I/We acknowledge that, save as expressly provided in the Composite Document and in this Form of Acceptance, all the acceptance, instructions, authorities and undertaking hereby given shall be unconditional and irrevocable.

Personal Data

Personal information collection statement

This personal information collection statement informs Shareholders, as the data subject, of the policies and practices of Profit Eagle and Morgan Stanley in relation to personal data and the Personal Data (Privacy) Ordinance of Hong Kong (the "Ordinance").

1. Reasons for the collection of your personal data

It is necessary for Shareholders to supply their latest correct personal data to Profit Eagle and/or Morgan Stanley in relation to the Offer.

Failure to supply the requested data may result in delay or inability of Profit Eagle and/or Morgan Stanley to implement procedures relating to the Offer. It is important that Shareholders inform Profit Eagle and Morgan Stanley immediately of any inaccuracies in the data supplied.

2. Purposes

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

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

3. Transfer of personal data

Personal data held by Profit Eagle and/or Morgan Stanley relating to you will be kept confidential but Profit Eagle and/or Morgan Stanley 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:

- Profit Eagle or any of their appointed agents such as financial advisers, receiving bankers and registrars;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to Profit Eagle and/or Morgan Stanley 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 on the first page of this form, you agree to all of the above.

4. Access to and correction of personal data

The Ordinance provides shareholders with rights to ascertain whether Profit Eagle and/or Morgan Stanley 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, Profit Eagle and/or Morgan Stanley have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and kinds of data held should be addressed to Profit Eagle and/or Morgan Stanley.

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

本表格乃重要文件，請即處理。閣下如對本表格任何方面或應採取的行動有任何疑問，應諮詢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。

閣下如已悉數售出或轉讓名下的速達股份，應立即將本表格連同隨附的綜合文件送交買主或承讓人或經手買賣或轉讓的持牌證券交易商或註冊機構或其他代理商，以便轉交買主或承讓人。

向任何居於香港以外司法權區的人士提出收購建議可能會受有關司法權區的法例影響。倘閣下為香港以外司法權區的市民、居民或國民，則應自行瞭解任何適用法例規定，並加以遵守。閣下如欲接納收購建議，則有責任就此自行全面遵守有關司法權區的法例，包括在該司法權區取得任何可能需要的政府或其他同意、符合任何其他必要正式手續及支付任何到期的轉讓或其他稅項。

收購建議須待綜合文件所載條件獲達成後，方可實行。本表格應與綜合文件一併閱覽。

本表格的填寫方法

- 閣下如欲接納摩根士丹利代表Profit Eagle提出收購閣下的速達股份的收購建議，則閣下應填妥及簽署本表格背頁，並儘快將本表格整份連同不少於閣下擬接納收購建議的速達股份數目的有關股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需的合理賠償保證），以郵遞或速遞或其他類似派遞方式，或以專人送遞方式送交接收代理人香港中央證券登記有限公司，地址為香港皇后大道東183號合和中心17樓1712-16室，惟無論如何最遲須於二零零六年一月二十日（星期五）下午四時正（香港時間）（或Profit Eagle根據收購守則可能釐定及公佈的較後日期及時間）送達接收代理人。綜合文件附錄一的條文納入並構成本接納表格的一部分。股東於填寫本接納表格前，謹請細閱綜合文件。
- 閣下須在第1頁「速達股份數目」一欄內填寫接納收購建議的速達股份總數。倘於交回接收代理人的本接納表格並無填寫數目或填寫超過閣下登記持有的速達股份數目，則閣下將被視為已接納有關閣下全部登記持有的速達股份的收購建議。
- 倘閣下以代名人或其他身分代表他人持有速達股份，或倘閣下的速達股份已透過中央結算及交收系統遞交，則閣下應特別參閱綜合文件附錄一第2節「接納手續」一節所述閣下應考慮的事項。
- 倘本接納表格並無嚴格根據本接納表格所載的指示填妥，則Profit Eagle保留權利，可在Profit Eagle認為本接納表格已根據有關其認為乃閣下的意向的指示填妥的情況下視本接納表格為有效。

接納表格

致：Profit Eagle及摩根士丹利

- 本人／吾等簽立本接納表格（不論有關表格是否已註明日期，而有關表格對本人／吾等的繼承人及承讓人均具約束力），即構成：
 - 本人／吾等按本接納表格所載的代價及根據綜合文件及本表格所述的條款及條件（包括「本表格的填寫方法」一節所載的條款及條件），就本接納表格所列明的速達股份數目（或倘並無列明數目或列明超過本人／吾等登記持有的數目，則就所有本人／吾等登記持有的速達股份數目），不可撤回地接納綜合文件所載摩根士丹利代表Profit Eagle提出的收購建議；
 - 本人／吾等不可撤回地指示及授權Profit Eagle及／或摩根士丹利或彼等各自的代理人，代表本人／吾等根據及憑出示經本人／吾等正式簽署的隨附過戶收據及／或其他所有權文件（如有）（及／或任何就此所需的合理賠償保證），向速達或接收代理人領取本人／吾等就速達股份將獲發的股票，並將有關股票送交接收代理人，且授權及指示接收代理人根據收購建議的條款及條件持有該等股票，猶如該等股票已連同本接納表格一併送交接收代理人；
 - 本人／吾等不可撤回地指示及授權Profit Eagle及／或摩根士丹利或彼等各自的代理人，就本人／吾等根據收購建議的條款應得的現金代價，向本人／吾等發出(i)銀行匯票／支票及／或(ii)本人／吾等根據收購建議的條款應得並以本人／吾等名義發行的Profit Eagle股份的股票，並在各情況下寄往下列人士（或倘並無於下文列明姓名及／或地址，則按速達股東名冊所示的地址寄予名列首位的轉讓人），郵誤風險概由本人／吾等承擔：

（倘應收取銀行匯票／支票及／或Profit Eagle股票的人士並非登記股東或名列首位的聯名登記股東，則請在本欄填寫應收取銀行匯票及／或Profit Eagle股票人士的姓名及地址。）

姓名：（請用正楷填寫）_____
 - 本人／吾等不可撤回地指示及授權Profit Eagle及／或摩根士丹利或彼等各自的代理人，以Profit Eagle名義登記本人／吾等的速達股份，並將有關速達股份的股票送交Profit Eagle；
 - 本人／吾等不可撤回地指示及授權Profit Eagle及／或摩根士丹利及／或接收代理人或彼等可能就此指示的人士，代表本人／吾等以根據收購建議出售速達股份的賣方身分，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的成交單據，並按該條例的規定，繳付印花稅及安排背書本接納表格；
 - 本人／吾等指示及授權Profit Eagle及／或摩根士丹利的任何董事及彼等任何一者可能指示的人士，代表本人／吾等填妥、修訂及簽立有關本人／吾等就接納收購建議提交的任何文件，包括（但不限於）在本接納表格填上日期及根據上文「本表格的填寫方法」一節正式填妥本接納表格，或倘本人／吾等或任何其他人士已填上日期，則刪去該日期，並另行填上日期，以及採取任何其他可能屬必要或權宜的行動，藉此將本人／吾等的速達股份轉歸Profit Eagle或其可能指示的人士所有；
 - 本人／吾等承諾在必要或適當時進一步簽立文件及採取其他行動及事項，以進一步確保本人／吾等就接納收購建議而轉讓予Profit Eagle或其可能指示的人士的速達股份不附帶任何留置權、押記、產權負擔、優先購買權及任何性質的任何其他第三者權利，並會附帶彼等所附帶的一切權利及聯合公佈日期後宣派、作出或派付的其他分派（如有）；
 - 本人／吾等同意本人／吾等根據收購建議應支付的代價，將根據收購建議的條款全數支付，該款項不附帶任何留置權、抵銷權、反索償或其他Profit Eagle可或聲稱可向本人／吾等行使的類似權利；
 - 本人／吾等同意追認由Profit Eagle及／或摩根士丹利及／或接收代理人或彼等各自的代理人或其／彼等可能指示的人士在行使本表格所載的任何授權時所採取或進行的各項及一切行動或事項；及
 - 本人／吾等委任Profit Eagle及／或摩根士丹利任何一者為本人／吾等就與本接納有關的所有速達股份的授權代表，有關授權書由收購建議宣佈在各方面為無條件當日及當時起生效，且其後不可撤回。
- 倘收購建議失效或倘Profit Eagle根據收購建議的條款行使其酌情權視本人／吾等的接納為無效，則上文第1段所載的一切指示、授權及承諾將告終止，而在該情況下，本人／吾等授權及要求閣下將本人／吾等的股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需的合理賠償保證）連同本妥為註銷的接納表格，以郵遞方式寄予上列收取任何銀行匯票的人士，或倘並無列明姓名及地址，則按速達股東名冊所示的地址寄予本人或吾等中名列首位者（倘屬聯名登記股東），郵誤風險概由本人／吾等承擔。倘本人／吾等已寄發一張或以上過戶收據，而同時Profit Eagle及／或摩根士丹利或彼等各自的代理人已代表本人／吾等向速達或接收代理人領取有關股票，則本人／吾等將獲寄發有關股票，以代替過戶收據，郵誤風險概由本人／吾等承擔。
 - 本人／吾等隨附本人／吾等所持有全部／部分速達股份（將由閣下根據收購建議的條款及條件持有的）有關股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需的合理賠償保證）。本人／吾等明白，概不會就任何接納表格或任何股票及／或任何其他文件獲發收據。
 - 本人／吾等謹此向閣下保證及聲明，本人／吾等為本表格所列明速達股份數目的登記持有人，而本人／吾等有全面權利、權力及授權透過接納收購建議向Profit Eagle出售及轉讓該等速達股份的所有權及擁有權，而不附帶任何留置權、押記、產權負擔、優先購買權及任何性質的任何其他第三者權利，並會附帶彼等所附帶的一切權利（包括全數收取於聯合公佈日期後宣派、作出或派付的分派（如有）的權利），惟受收購建議的條款所規限。

5. 本人／吾等不可撤回地向Profit Eagle及摩根士丹利承諾、聲明、保證及同意(以約束本人／吾等的繼承人及承讓入)，待收購建議成為或宣佈為無條件(或在Profit Eagle可能要求及執行理事可能准許的其他情況下)，就已接納或被視為已接納(該接納並無獲有效撤回)收購建議的速達股份(並無登記於Profit Eagle或其可能指示的人士名下)而言：
- (I) 授權速達及／或其代理人寄發任何可能須寄發予本人／吾等(作為速達股東)的通知、通函、保證或其他文件或通訊(包括任何因兌換該等速達股份為證書形式而發行的任何股票及／或其他所有權文件)至Profit Eagle的註冊辦事處；
- (II) 不可撤回地授權Profit Eagle或其代理人，代表本人／吾等簽署任何同意在通知期不足的情況下召開股東大會及／或出席及／或就該等速達股份簽立代表委任表格，委任Profit Eagle提名的任何人士出席速達或其成員公司或任何該等公司的股東大會及另行召開的類別大會(及其任何續會)，並代表本人／吾等行使該等速達股份所附的投票權，而有關投票權須按Profit Eagle全權酌情釐定的形式行使；及
- (III) 本人／吾等同意，在未經Profit Eagle同意情況下不會行使任何該等權利，及本人／吾等不可撤回地承諾不會委任代表出席任何有關股東大會或另行召開的類別大會，並在上述規限下，明確撤回本人／吾等早前所委任Profit Eagle或其代名人或受委人以外的委任代表出席股東大會或另行召開的類別大會的委任。
6. 本人／吾等確認，除綜合文件及本接納表格明文規定者外，於本表格所作出的一切接納、指示、授權及承諾均為無條件及不可撤回。

個人資料

個人資料收集聲明

本個人資料收集聲明旨在向股東(作為資料當事人)說明Profit Eagle及摩根士丹利就個人資料及香港個人資料(私隱)條例(「該條例」)而制訂的政策及慣例。

1. 收集閣下個人資料的原因

股東須就收購建議向Profit Eagle及／或摩根士丹利提供有關彼等的最新準確個人資料。

倘未能向Profit Eagle及／或摩根士丹利提供所需資料，則可能會導致Profit Eagle及／或摩根士丹利延誤或未能執行有關收購建議的手續。股東所提供資料如有任何不確，則必須即時知會Profit Eagle及摩根士丹利。

2. 用途

閣下的個人資料可以任何方式被採用、持有及／或保存，以作下列用途：

- 處理閣下對收購建議的接納及核實是否遵守本表格及綜合文件所載條款及申請手續；
- 核實或協助核實簽名或作任何其他資料核實或交換；
- 確立股東獲取利益的權利；
- 發佈Profit Eagle及／或摩根士丹利的通訊；
- 遵照法例、規則或規例的規定作出披露(不論屬法定或其他披露)；
- 披露有關資料以便作權利索償；
- 以便符合香港及其他地區的所有適用法例及規例；及
- 與上述有關的任何其他附帶或相關目的及／或令Profit Eagle及／或摩根士丹利或彼等自委任的任何代理人執行有關收購建議的手續、與監管機構聯繫及／或股東可能不時同意的任何其他目的。

3. 轉交個人資料

Profit Eagle及／或摩根士丹利會將閣下的資料保密，惟Profit Eagle及／或摩根士丹利可能會作出彼等認為必要的查詢以確定個人資料的準確性，以便資料可用作上述任何用途，尤其，彼等可能會將閣下的個人資料向下列任何或所有人士及實體披露、自彼等取得有關資料或將有關資料轉交予彼等(不論於香港或外地)：

- Profit Eagle或任何彼等所委任之代理人，例如財務顧問、收款銀行及過戶登記處；
- 任何向Profit Eagle及／或摩根士丹利提供與其業務運作有關的行政、電訊、電腦、付款或其他服務的代理人、承包商或第三者服務供應商；
- 聯交所、證監會及任何其他監管或政府機構；及
- 與閣下有或擬有業務往來的任何其他人士或機構，例如閣下的銀行、律師、會計師或股票經紀等。

閣下簽署本表格首頁即表示同意上述各項。

4. 獲取及更正個人資料

該條例賦予股東權利以確定Profit Eagle及／或摩根士丹利是否持有其個人資料，並有權索取有關資料的副本及更正任何不確的個人資料。

根據該條例，Profit Eagle及／或摩根士丹利有權就處理任何查閱資料的要求收取合理費用。所有關於獲取或更正個人資料或關於資料的政策及慣例或所持資料類別的要求，應向Profit Eagle及／或摩根士丹利提出。

閣下簽署本表格首頁即表示同意上述各項。