

Unless the context otherwise requires, terms used in this form have the same meanings as defined in the circular dated 4 September 2006 issued by Sino Stride Technology (Holdings) Limited (the "Circular").

除文義另有所指外，本表格所採用之詞語與中程科技集團有限公司於二零零六年九月四日刊登之通函（「通函」）所界定者有相同涵義。



SINO STRIDE

SINO STRIDE TECHNOLOGY (HOLDINGS) LIMITED

中程科技集團有限公司*

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 8177)

(股份代號: 8177)

(the "Company")

(「本公司」)

FORM OF CONDITIONAL ACCEPTANCE OF THE CASH OFFER AND FORM OF TRANSFER OF SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF THE COMPANY

中程科技集團有限公司每股面值0.01港元之股份 就現金收購建議之有條件接納表格及轉讓表格

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, 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 transfer and the accompanying Circular to the purchaser or transferee, or to the licensed securities dealer, bank stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

The making of the Cash 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 Cash 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.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Circular before completing this form. To accept the Cash Offer made by the Company at a cash consideration of HK\$0.17 per Share, you should complete and sign (i) this form and (ii) the transfer form on page 3, and deliver 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 satisfactory indemnity or indemnities required in respect thereof), for the whole of your holding of Shares or, if applicable, for not less than the number of Shares in respect of which you accept the Cash Offer, by post or by hand, marked "Sino Stride" to the Registrar at 26/F, Tesbury Centre, 28 Queen's Road East, Hong Kong as soon as practicable after receipt of the Circular, but in any event no later than 4:00 p.m. on Monday, 18 September 2006, being the date prior to the date of the EGM.

Those Shareholders who have failed to complete this form or to return the completed form together with the Share certificates and other documents required before the time specified above shall be deemed to have rejected the Cash Offer.

FORM OF CONDITIONAL ACCEPTANCE AND FORM OF TRANSFER IN RESPECT OF THE CASH OFFER

To: The Company / The Registrar

1. I/We intend to accept*/not to accept** the Cash Offer.

**PROCEED WITH THE REMAINDER OF THIS FORM ONLY IF YOU
HAVE INDICATED TO ACCEPT THE CASH OFFER**

2. My/Our execution of the form of conditional acceptance and the form of transfer (whether or not such form is dated) which shall be binding on my/our successors and assignees shall constitute:

- (a) my/our acceptance of the Cash Offer made by the Company, as contained in the Circular 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 conditional acceptance and the form of transfer or, if no such number is specified or a greater number is specified than I/we am/are registered as the holder(s), in respect of all such Shares as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instructions and authority to the Company and for the Registrar and/or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Cash Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Cash Offer) by 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 as at 19 September 2006, being the date of closure of the register of members of the Company;

(Note: 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 LETTERS)

Address:

- (c) my/our irrevocable instructions and authority to the Company and/or such person or persons as the Company 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 seller(s) of the Shares to be sold by me/us under the Cash Offer and to cause the same to be stamped and to cause an endorsement to be made on the form of conditional acceptance and form of transfer in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instructions and authority to the Company and/or such person or persons as the Company may direct to complete, amend and execute any document on my/our behalf in connection with my/our conditional acceptance of the Cash Offer including, but without limitation to insert a date in the form of conditional acceptance and form of transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in the form of conditional acceptance and form of transfer and to do any other act that may be necessary or expedient for the purpose of vesting in the Company and/or such person or persons as it may direct my/our Shares;
- (e) my/our undertaking to execute such further said documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our said Shares to the Company, or such person or persons as it may direct free from all liens, claims and encumbrances and together with all rights attaching thereto, including the right to receive all dividends, and/or other distributions, made or paid on the Shares on or after the date of the announcement of the Company dated 24 August 2006;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Company or its agent(s) or such person or person(s) as it may direct on the exercise of any rights contained herein.
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 Shares which are to be held by you on the terms and conditions of the Cash Offer. I/We understand that no acknowledgment of receipt of any form of conditional acceptance and form of transfer, Share certificate(s) and/or any other document(s) of title will be given.
4. I/We hereby warrant and represent to you that, I/we am/are the registered Shareholder(s) of the number of 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 Shares to the Company by way of acceptance of the Cash Offer free from all liens, claims and encumbrances and together with all rights attaching to them, including the right to receive all dividends and distributions, if any, declared, paid or made on or after the date of the announcement of the Company dated 24 August 2006.
5. I/We acknowledge that, save as expressly provided in the Circular, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
6. I/We acknowledge that as soon as the Proposed Withdrawal has become effective, my/our acceptance of the Cash Offer and the transfer of my/our Shares will become unconditional and all payment hereof will be made to me/us within five (5) Business Days therefrom.

From:

Signature of Shareholder(s)

Date:

** delete where appropriate

本表格乃重要文件，請即處理。

閣下對本表格任何內容或應採取之行動如有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。閣下如已售出或轉讓所有名下之股份，應立即將本股份接納及過戶表格連同隨附通函，送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商、銀行、證券經紀或其他代理，以便轉交買主或承讓人。向駐居於香港境外司法權區之若干人士提出現金收購建議或會受有關司法權區之法例影響。倘閣下為香港以外司法權區之公民、居民或國民，務請自行了解並遵守任何適用法例規定。閣下如欲接納現金收購建議，則有責任完全遵守有關司法權區之法例，包括取得任何可能必要之政府或其他同意或辦理其他必要之正式手續，以及支付該司法權區之任何應付轉讓費或其他稅項。

本表格填寫方法

股東務請先閱讀通函後始填寫本表格。閣下如欲接納本公司以現金每股0.17港元之代價收購閣下所持之股份而提出之現金收購建議，閣下應(i)填妥及簽署本表格及(ii)第3頁之過戶表格，並將整份表格連同就閣下之全部持股量或在適用情況下，按不少於閣下接納現金收購建議之股份數目之有關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需之恰當彌償保證)(封面請註明「中程科技」)，於收到通函後盡快郵寄或交回股份過戶登記處，地址為香港皇后大道東28號金鐘匯中心26樓，惟無論如何不得遲於二零零六年九月十八日(星期一)(即股東特別大會日期之前一日)下午四時。

該等未能於上述時間內，填妥本表格並交回已填妥表格與股票及其他所需文件之股東，將被視為已拒絕接納現金收購建議。

現金收購建議之有條件接納表格及過戶表格

致： 貴公司/股份過戶登記處

1. 本人/吾等擬接納**/不接納**現金收購建議。

閣下已表示接納現金收購建議 方可填寫本表格其餘部分

2. 本人/吾等一經簽署本有條件接納表格及過戶表格(無論該表格是否已註明日期)，本人/吾等之承讓人及受讓人將受此約束，並表示：
- (a) 本人/吾等接納通函所載由貴公司提出之現金收購建議，按通函及本表格所述代價及在有關條款及條件規限下，本有條件接納表格及過戶表格上所註明數目之股份，如未有註明數目或註明之數額超出本人/吾等以登記持有人名義持有之數目，則接納收購本人/吾等名下登記持有之全部股份；
- (b) 本人/吾等不可撤回地指示及授權貴公司及股份過戶登記處及/或彼等各自之代理，將本人/吾等根據現金收購建議條款應得之現金代價(扣除本人/吾等就接納現金收購建議應付之所有賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後按以下地址寄予以下人士，或如無填上姓名及地址，則寄予貴公司於二零零六年九月十九日(即本公司暫停辦理股份過戶登記日期)股東名冊所示登記地址，郵寄予本人或吾等當中名列首位股東(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；
- (附註：如收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在下欄填上該名人士之姓名及地址)
- 姓名：(請用正楷填寫)
- 地址：
- (c) 本人/吾等不可撤回地指示及授權貴公司及/或貴公司或其可能就此指定之人士，代表本人/吾等以根據現金收購建議出售股份賣方之身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在本有條件接納表格及過戶表格背書證明；
- (d) 本人/吾等不可撤回地指示及授權貴公司及/或貴公司或其可能指定之人士，代表本人/吾等填妥、修改及簽署與本人/吾等有條件接納現金收購建議有關之任何文件，包括但不限於在有關條件接納表格及過戶表格上填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期，然後填上另一日期，並填上、刪去、修改或者替換有條件接納表格及過戶表格上之承讓人，以及辦理任何其他必需或適當之手續，將本人/吾等之股份轉歸貴公司及/或其可能指定之人士所有；
- (e) 本人/吾等承諾於必需或適當時簽署所述文件及辦理其他手續及事項，以進一步確保就收購建議交出轉讓予貴公司，或其可能指定人士之上述股份不受任何留置權、申索及產權負擔所限制，並享有於貴公司於二零零六年八月二十四日發表該公佈當日或之後就股份作出或派付之所有股息及/或其他分派之權利；及
- (f) 本人/吾等同意追認貴公司或其代理或其可能指定之人士，各自行使本表格所載任何權利時所作出或進行之任何行動或事宜。
3. 本人/吾等茲附上本人/吾等所持全部/部份股份之有關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需之恰當彌償保證)，由閣下依照及根據現金收購建議之條款及條件予以保存。本人/吾等明白將不會就任何有條件接納表格及過戶表格、股票及/或任何其他所有權文件獲發收據。
4. 本人/吾等謹向閣下保證及陳述，本人/吾等為本表格所註明數目股份之登記股東，且本人/吾等有所有權力、權限及授權透過接納現金收購建議，將此等股份售予貴公司並將有關擁有權及所有權轉讓予貴公司，不會附有任何留置權、申索及產權負擔，並連同該等股份所附帶之一切權利，包括享有收取貴公司於二零零六年八月二十四日發表該公佈當日或之後就股份所宣派、作出或派付之所有股息及分派(如有)之權利。
5. 本人/吾等知悉，除通函明確規定外，所有已作出之接納、指示、授權及承諾為不可撤回。
6. 本人/吾等知悉，一旦建議撤回生效，本人/吾等對現金收購建議之接納及本人/吾等股份之轉讓將成為無條件，且所有有關款項將於此後五(5)個營業日內支付予本人/吾等。

股東簽署

謹啟

日期：

** 刪除不適用者

Share Registrar:
Abacus Share Registrars Limited
股份過戶登記處：
雅柏勤證券登記有限公司

26/F Tesbury Centre
28 Queen's Road East Hong Kong
香港皇后大道東28號
金鐘匯中心26樓

Insert the total number of Shares for which the Cash Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted, you will be deemed to have accepted the Cash Offer in respect of your entire registered holding of Shares.
請填上接納現金收購建議之股份總數。若並無填寫數目或如填寫之數目超過閣下登記持有之股份，則視為閣下就名下全部登記持有之股份接納現金收購建議論。

PLEASE DO NOT DATE
請勿填寫日期

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the shares of HK\$0.01 each in the issued share capital of the Company (the "Shares") specified below subject to the terms and conditions contained herein and in the accompanying Circular.

下述「轉讓人」謹此按下列代價，在下列及隨附通函所載之條款與條件規限下，向下述「承讓人」轉讓以下本公司已發行股本中每股面值0.01港元之股份（「股份」）。

Number of Shares 股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFER FROM Transferor(s) names(s) and Address(es) in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s)/Company Name(s) 姓氏或公司名稱	Other name(s) 名字
	Registered address(es) 登記地址	
		Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.17 in cash for each Share 每股股份現金0.17港元	
TRANSFER TO TRANSFEEE 轉讓予承讓人	Name 名稱 : Sino Stride Technology (Holdings) Limited (中程科技集團有限公司*) Registered Address 註冊地址 : Century Yard, Cricket Square, Hutchins Drive, P.O. Box 2681 GT, George Town, Grand Cayman, British West Indies Occupation 職業 : Corporation 法人團體	
SIGNED by the parties to this transfer, this ____ day of _____ 2006 轉讓雙方簽署日期：二零零六年____月____日		

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 and Address 姓名及地址

Occupation 職業

Signature(s) of Transferor(s)
轉讓人簽署

ALL JOINT
HOLDERS MUST
SIGN HERE
← 所有聯名持有人
均須於本欄
簽署

Do not complete 請勿填寫本欄

Signed by or on behalf of 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

Address 地址

Occupation 職業

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理簽署

* For identification purposes only
* 僅供識別

PERSONAL DATA

Personal information collection statement

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

1. Reasons for the collection of your personal data

It is necessary for Shareholders to supply their latest correct personal data to the Company in relation to the Cash Offer.

Failure to supply the requested data may result in delay or inability of the Company to comply with the Cash Offer terms. It is important that Shareholders must inform the Company immediately of any inaccuracies in the data supplied.

2. Purpose

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

- processing of your application and verification of compliance with the terms and application procedures set out in this form and the Circular;
- conducting or assisting to conduct signature verifications, any verification or exchange of information;
- establishing benefit entitlements of the Independent Shareholders;
- 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 Company to discharge their obligations to Shareholders and/or regulators and any other purposes to which Shareholders may from time to time agree.

3. Transfer of personal data

Personal data held by the Company relating to you will be kept confidential but the Company 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:

- any of 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 Company in connection with the operation of their business;
- the Stock Exchange, the Securities and Futures Commission and any other regulatory or government bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or stockbrokers, etc.; and
- any other persons whom the Registrar considers to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Ordinance provides Shareholders with rights to ascertain whether the Company 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 Company and/or the Registrar 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 the Registrar.

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

個人資料

收集個人資料聲明

個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會作為資料當事人的股東有關個人資料及該條例之政策及慣例。

1. 收集 閣下個人資料之原因

股東必須向本公司提供其與現金收購建議有關之最新準確個人資料。

未能提供所需資料則可能導致本公司延遲或無法遵守現金收購建議條款。請注意，所提供資料若有任何錯誤，股東均須立即知會本公司。

2. 用途

閣下提供之個人資料可能會用作、持有及／或儲存(以任何方式)作下列用途：

- 處理 閣下之申請及核實遵循本表格及通函載列之條款及申請程序；
- 核實或協助核實簽名，以及進行任何資料核實或交換；
- 確立獨立股東之利益擁有權；
- 自本公司收取通訊；
- 遵照法例、規則或規例(不論是否法定規定)作出披露；
- 為進行索償或查證擁有權而披露有關資料；及
- 有關上文所述任何其他附帶或關連用途及／或有助本公司解除其對股東及／或其他監管者責任之用途，及股東不時同意之其他用途。

3. 移交個人資料

由本公司保管之個人資料將作為機密資料妥當保存，但本公司為達致上述任何用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，彼等尤其可能披露、取得或轉交(無論在香港或香港以外地區) 閣下個人資料予下列任何及所有人士及實體，或自下列任何及所有人士及實體獲取或轉交(無論在香港或香港以外地區)該等個人資料：

- 其委任之任何代理，例如財務顧問、收款銀行及股份過戶登記處；
- 為本公司之業務經營提供行政、電訊、電腦、付款或其他服務之代理人、承包商或第三方服務供應商；
- 聯交所、證監會及任何其他監管及政府機構；
- 與 閣下進行交易或擬進行交易之任何其他人士或機構，例如 閣下之銀行、律師、會計師或證券經紀等；及
- 股份過戶登記處認為必需或適當情況下之任何其他個人。

4. 獲取及更正個人資料

根據該條例之規定，股東可確認本公司是否持有其個人資料，並獲取該資料副本，以及更正錯誤資料。

依據該條例之規定，本公司及／或股份過戶登記處可就獲取任何資料之要求收取合理之手續費。獲取或更正個人資料或獲取有關政策及慣例及所持資料類型之資料之所有要求，須提交股份過戶登記處。

閣下—經簽署本表格即表示同意上述所有條款。