Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Form of Acceptance.

part of the contents of this Form of Acceptance. 香港交易及結算所有限公司、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,並明確表示概不就因本接納表格全部 或任何部份內容而產生或因依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 in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 16 December 2021 (the "Composite Document") jointly issued by Topliu Limited (the "Offeror") and Gameone Holdings Limited (the "Company"). 除文義另有所指外,本接納表格所用詞彙與Topliu Limited (「要約人」)與智傲控股有限公司(「本公司」)於2021年12月16日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定之詞彙具有相同

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。

total number of Share(s)



GAMEONE HOLDINGS LIMITED

智傲控股有限公司

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立的有限公司)

(Stock Code: 8282) (股份代號:8282)

FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF GAMEONE HOLDINGS LIMITED

智傲控股有限公司 已發行股本中

每股面值0.01港元之股份之接納及過戶表格

Except the section marked "Do not complete", all parts should be completed in full 除註明「請勿填寫本欄」一節外,全部欄位均需填妥

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified

Hong Kong Branch Share Registrar and Transfer Office: Tricor Investor Services Limited Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (the "Registrar") 香港股份過戶登記分處:卓佳證券登記有限公司 香港皇后大道東183號合和中心54樓(「過戶登記處」)

below subject to the terms and conditions contained herein and in the accompanying Composite Document.

accepted. (Note)	下列 轉讓人]謹此根據本表格及隨附之綜合文件所載條款及條件,按下列代價接納要約並將以下註明之轉讓人所持股份轉讓予下列 本讓人]。				
accepted. (以上) 關下必須は上接輪要約 之股份總數。(附註)	Number of Shares to be transferred (Note) 將予轉讓的股份數目(附註)	FIGURE 數目		WORDS 大寫	
	Share certificate number(s) 股票編號			·	
	TRANSFEROR(S) name(s) and address in full 轉漢人名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (諸用打字模或正楷填寫)	Surname(s) or Compar 姓氏或公司名稱	ny name(s)	Forename(s) 名字	
		Registered address 發記地址			
				Telephone number 電話號碼	
	CONSIDERATION 代價	HK\$0.6 in cash for eac 每股股份現金0.6 港元			
		Name: 名稱:	Topliu Limited Topliu Limited		
	TRANSFEREE 承譲人	Registered address: 登記地址:	Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands		
	Occupation: 職業:		Corporation 法圈		
Signed by or 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					ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
Name of witness 見證人姓	名		-		所有聯名登記 持有人均須於
Address of witness 見證人地址			Signature(s) of Transferor(s) or its duly authorised agent(s)/Company chop, if applicable 特讓人或其工表授權代表簽署/公司印鑑(如適用)		
Occupation of witness 見證人職業			Date of submi	ssion of this Form of Acceptance 交本接納表格之日期	
		Do not c	omplete 請勿填寫本欄		
Signed by or 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			For and on behalf of Topliu Limited	為及代表 Topliu Limited	
Name of witness 見證人	性名		Authorised Signatory(ies)	授權簽署人	
	人地址		_		
Occupation of witness 无他人概果 Date of transfer 轉讓日期			Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代表簽署		

Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of Share(s) or is greater or smaller than 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 resubmission. 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.

高項上接納要約所涉及之股份總數。倘並無項高數目或倘所填寫之數目大於 關下登記持有之股份或大於或少於就接納股份要約所交回之實物股份數目,而 關下已簽署本接納表格,則本接納表格將退回 關下作更正及

再行提交。任何經更正之接納表格必須於接納要約之最後時間及日期或之前再行提交並送交過戶登記處

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in doubt as to any respect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or other registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in GAMEONE HOLDINGS LIMITED, you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or the transferee(s) or to the bank, 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 the transferee(s).

The making of the Offer to the Overseas Shareholders may be prohibited or 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 or obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations 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 or other required payments due from you in respect of such jurisdiction in connection with your acceptance.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional in all aspects. This Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

To accept the Offer made by Innovax Securities Limited ("Innovax 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 to the Shares (and/or any satisfactory indemnities required in respect thereof) ("Title Documents") for the number of Shares in respect of which you intend to accept the Offer, by post or by hand, marked "Gameone Holdings Limited - General Offer" on the envelope, to the Registrar, Tricor Investor Services Limited, Level 54, 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 Thursday, 6 January 2022 (or such later time and/or date as the Offeror may determine and the Offeror and the Company may jointly announce with the permission of the Executive in accordance with the Takeovers Code).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror and Innovax Securities

- 1. My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Innovax 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 the Offeror, Innovax 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 after deducting all sellers' 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 and 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 (7) business days (as defined in the Takeovers Code) after the date on which all the relevant documents are received by the Registrar to render such acceptance complete and valid in accordance with the Takeovers Code:

(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)

my/our irrevocable instruction and authority to the Offeror, Innovax Securities or the Registrar or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by 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

- and execute the contract note as required by 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;
- (d) my/our irrevocable instruction and authority to the Offeror, Innovax Securities or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this 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 it may direct my/our Share(s) tendered for acceptance of the Offer;
- (e) 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) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all encumbrances and together with all rights and benefits attached thereto, including all rights to any dividends or other distributions, declared, made or paid on or after the date on which the Offer is made;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Innovax Securities or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
- (g) my/our irrevocable instruction and authority to the Offeror, Innovax 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 surrender of, the enclosed transfer receipt(s), 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 were share certificate(s) delivered to the Registrar together with this Form of Acceptance.
- 2. 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) specified in this Form of Acceptance acquired under the Offer will be sold free from all encumbrances and together with all rights and benefits at any time accruing and attached thereto, including all rights to any dividends or other distributions declared, made or paid on or after the date on which the Offer is made.
- 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, together with this Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 1(b) 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 I/we have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror, Innovax Securities or their respective agent(s) from the Company or the Registrar on my/our behalf, I/we will be sent such share certificate(s) in lieu of the transfer receipt(s).
- 4. I/We enclose 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 by ordinary post at my/our own risk.
- 5. I/We warrant 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 to the Offeror, Innovax Securities and the Company that I/we have observed and am/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 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 and that I/we have not taken or omitted to take any action which will or may result in the Offeror, Innovax Securities, the Company or any other person involved in the Offer in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer.
- 7. I/We warrant to the Offeror and Innovax Securities that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in connection with my/our acceptance of the Offer in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.
- 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 irrevocably undertake, represent, warrant and agree to and with the Offeror, Innovax 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 Offeror, 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 54 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,請即處理。

閣下如對本接納表格任何方面或應採取之行動有任何疑問,應諮詢 閣下之持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下全部智傲控股有限公司股份售出或轉讓,應立即將本接納表格及綜合文件送交買主或承讓人或經手買賣或轉讓之銀行、持牌證券交易商或註冊證券機構或其他 任理人,以便轉交買主或承讓人。

向海外股東提出要約,可能會受到相關司法權區的法律禁止或影響。倘 閣下為香港境外司法權區之市民、居民或擁有當地國籍之人士,應就要約於有關司法權區之影響自行 了解或尋求適當之法律意見,並遵守任何適用監管或法律規定。 閣下如欲接納要約,須自行負責就此全面遵守有關司法權區之法律及法規,包括取得任何所需之政府、外匯 管制或其他同意,或遵守其他必要手續,以及支付 閣下於有關司法權區就 閣下之接納應付之任何轉讓費或其他稅款或其他所需付款。

本接納表格之填寫方法

要約於所有方面為無條件,本接納表格應與綜合文件一併閱讀。綜合文件附錄一之條文已經收錄在本接納表格內,並構成其中一部份。

閣下如欲接納由創陞證券有限公司(「**創陞證券**」)代表要約人提出之要約,應填妥及簽署背頁之接納表格,連同 閣下欲接納要約之股份之相關股票及/或過戶收據及/或任何 其他所有權文件(及/或就此所需並令人信納之任何彌償保證)(「**所有權文件**」)(信封須註明「**智傲控股有限公司-全面要約**」),於實際可行情況下盡快以郵寄或專人送交之方式送 抵過戶登記處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心54樓),惟無論如何必須於2022年1月6日(星期四)下午四時正(或要約人根據收購守則在執行人員允 許下可能釐定並由要約人與本公司可能共同公佈之較後時間及/或日期)前送達方為有效。

要約之接納表格

致:要約人及創陞證券

- 1. 本人/吾等一經簽署本接納表格(不論本接納表格是否已註明日期),即表示本人/吾等之承繼人及受讓人將受此約束,並表示:
 - (a) 本人/吾等按綜合文件及本接納表格所述代價,願意不可撤回地按照並遵守當中所述條款及條件,就本接納表格所註明之股份數目接納綜合文件所載由創陞證券代表要約人提出之要約;
 - (b) 本人/吾等不可撤回地指示及授權要約人、創陞證券或彼等各自之代理,各自就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等就接納要約應付之所有 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,於過戶登記處收到所有有關文件使接納根據收購守則為完整及有效當日之後 七(7)個營業日(定義見收購守則)內按以下地址以普通郵遞方式寄予以下人士,或如無於下欄填上姓名及地址,則按本公司股東名冊所示登記地址以普通郵遞方式寄 予本人或吾等當中名列首位者(如屬聯名登記股東),郵談風險概由本人/吾等承擔:

(倘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,則請在本欄填上該名人士之姓名及地址。)

- (c) 本人/吾等不可撤回地指示及授權要約人、創陞證券、過戶登記處或彼等任何一方可能就此指定之有關人士,各自代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為根據要約出售股份之賣方須製備及簽立之成交單據,並按該條例之規定安排該單據加蓋釐印及安排在本接納表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權要約人、創陞證券或彼等任何一方可能指定之有關人士,各自代表本人/吾等填妥、修改及簽署任何文件,包括但不限於在本接納表格填上日期,或如本人/吾等或任何其他人士已填上日期,則有關人士可刪去該日期,然後填上另一日期,以及辦理任何其他必需或權宜之手續,將本人/吾等就接納要約所交回之股份轉歸要約人或其可能指定之有關人士所有;
- (e) 本人/吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項,以將本人/吾等就接納要約所交回之股份轉讓予要約人或其可能指定之有關人士, 該等股份並不附帶任何產權負擔,及連同隨附的一切權利及利益,包括享有於作出要約當日或之後所宣派、作出或派付的任何股息或其他分派的所有權利;
- (f) 本人/吾等同意追認由要約人、創陞證券或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜; 及
- (g) 本人/吾等不可撤回地指示及授權要約人、創陞證券或彼等各自之代理,代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據,並憑此向本公司或過戶登記處領取本人/吾等就股份應獲發之股票,並將有關股票送交過戶登記處,且授權及指示過戶登記處根據要約之條款及條件持有有關股票,猶如有關股票乃連同本接納表格一併送交過戶登記處無異。
- 2. 本人/吾等明白本人/吾等接納要約,將被視為構成本人/吾等向要約人保證本接納表格所列明根據要約購入之股份將在概不附帶任何產權負擔,並連同任何時間應計及 隨附的一切權利及利益的情況下出售,包括享有於作出要約當日或之後所宣派、作出或派付的任何股息或其他分派的所有權利。
- 3. 倘本人/吾等之接納根據要約之條款而言乃屬無效或被視為無效,則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下,本人/吾等授權並要求 閣下將本人/吾等之所有權文件連同已正式註銷之本接納表格以普通郵遞方式一併寄予上文1(b)段所列之人士及地址,或如未有列明姓名及地址,則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登記股東),郵課風險概由本人/吾等承擔。

附註: 倘本人/吾等交出一份或以上過戶收據,而要約人、創陞證券或彼等各自之代理已代表本人/吾等本公司或從過戶登記處領取有關股票,則發還予本人/吾等者將 為有關股票而非過戶收據。

- 4. 本人/吾等茲附上本人/吾等所持全部或部分股份之相關所有權文件,由 閣下按要約之條款及條件予以保存。本人/吾等明白任何交回之接納表格或所有權文件概不獲 發收據。本人/吾等亦了解所有文件將以平郵方式寄發,郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等保證,本人/吾等有十足權利、權力及授權以接納要約之方式,向要約人出售及移交本人/吾等之股份之所有權及擁有權。
- 6. 本人/吾等向要約人、創陞證券及本公司保證,本人/吾等已遵守本人/吾等於本公司股東名冊所列地址所有適用法律及法規以及根據所有適用法律及法規獲允許接納股份要約及其任何修訂;而本人/吾等已取得任何所需政府、外匯管制或其他方面之同意,及作出所有必要手續或遵守監管或法律規定所規定之一切登記或存檔;且本人/吾等已支付本人/吾等就該接納應付之所有發行費、轉讓費或其他稅項或其他所需款項;而有關接納將根據一切適用法律及法規屬有效及具約束力;及本人/吾等並無採取或遺漏任何行動而將會或可能致使要約人、創陞證券、本公司或參與要約的任何其他人士違反任何地區與要約或本人/吾等接納要約有關之法律或監管規定。
- 7. 本人/吾等向要約人及創陞證券保證,本人/吾等將會全權負責支付本人於在本公司股東名冊上所示本人/吾等地址所在相關司法權區就本人/吾等接納要約應付之任何 轉讓費用或其他稅項或徵稅。
- 8. 本人/吾等知悉,除在綜合文件及本接納表格清楚列明者外,所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。
- 9. 本人/吾等確認以接納要約之方式售予要約人之本人/吾等之股份將以要約人或其代名人名義登記。
- 10. 本人/吾等就根據要約已獲接納或被視為已獲接納,而有關接納未被有效撤回,且並非以要約人名義或按其指示登記之股份,向要約人、創陞證券及本公司不可撤回地承諾、聲明、保證及同意(從而約束本人/吾等之繼承人及受讓人):
 - (a) 授權本公司及/或其代理人將可能須向本人/吾等作為本公司股東寄發之任何通告、通函、單據或其他文件或通訊(包括任何股票及/或因將該等股份轉換為證書形式而發出之其他所有權文件)送往過戶登記處(地址為香港皇后大道東183號合和中心54樓),交予要約人;
 - (b) 不可撤回地授權要約人或其代理人代表本人/吾等簽署任何同意書,同意縮短本公司任何股東大會之通知期,及/或出席及/或簽立有關該等股份之代表委任表格以委任要約人提名之任何人士出席相關股東大會(或其任何續會),以及代表本人/吾等行使該等股份所附帶之表決權,而該等表決權將以要約人全權酌情釐定之方式投票;及
 - (c) 本人/吾等同意,未經要約人同意,不會行使任何有關權利,以及本人/吾等不可撤回地承諾不會就任何股東大會委任代表或出席任何有關股東大會,以及在上文 規限下,如本人/吾等以往已就本公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或於會上表決,則本人/吾等謹此明示撤回有

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Innovax Securities 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 rejected or delayed. It is important that you should inform the Offeror, Innovax Securities 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 members of the Company;
- 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 Innovax Securities and the Registrar;
- · compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or 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/ or to enable the Offeror, Innovax Securities and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purposes to 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 and Innovax Securities 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, 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 Innovax Securities and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Innovax Securities 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, Innovax Securities and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

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

5. Retention of personal data

The Offeror, Innovax Securities and the Registrar will keep the personal data provided in the Form of Acceptance for as long as necessary to fulfil 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.

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 閣下有關要約人、創陞證券及過戶登記處有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

1. 收集 閣下個人資料的原因

如 閣下就所持有之股份接納要約, 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 閣下之接納申請被拒或受到延 誤。如所提供的資料不準確, 閣下須即時知會要約人、創陞證券及/或 過戶登記處。

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的條款及申請手續;
- 登記以 閣下名義作出之股份轉讓;
- 保存或更新本公司相關股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 發佈要約人及/或其代理人(如創陞證券及過戶登記處)之通訊;
- 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;
- 披露相關資料以方便作出權利索償;
- 有關要約人、本公司或過戶登記處業務之任何其他用途;及
- 有關上文所述任何其他附帶或關連用途,以便要約人、創陞證券及/ 或過戶登記處履行彼等對股東及/或監管機構的責任及股東可能不時 同意或知悉的其他用途。

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、創陞證券及/或過戶登記處為達致上述或有關任何上述之用途,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、獲取或轉交(無論在香港或香港以外的地區)該等個人資料,

- 要約人及/或其代理,如創陞證券及過戶登記處;
- 為要約人、創陞證券及/或過戶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的任何其他人士或機構,如 閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約人、創陞證券及/或過戶登記處認為必須或適當情況下之任何 其他人士或機構。

4. 獲取及更正個人資料

根據該條例規定, 閣下有權確認要約人、創陞證券及/或過戶登記處是否持有 閣下之個人資料,並獲取該資料副本,以及更正任何錯誤資料。 依據該條例之規定,要約人、創陞證券及/或過戶登記處有權就處理獲取 任何資料之請求收取合理之手續費。獲取資料或更正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請求,須提交予要約人、創陞證券 及/或過戶登記處(視情況而定)。

5. 保留個人資料

要約人、創陞證券及過戶登記處將按收集個人資料之用途需要保留接納表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

閣下一經簽署本接納表格即表示同意上述所有條款。