DESPATCHED ON 23 SEPTEMBER 2016 於2016年9月23日寄發

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閣下如欲接納購股權要約,請使用本接納表格。

Unless the context otherwise requires, all words and expressions used in this Form of Acceptance shall bear the same meanings as defined in the scheme document dated 23 September 2016 (the "Scheme Document") jointly issued by Xu's Sport Company Limited and Peak Sport Products Co., Limited. 除文義另有所指外,本接納表格所用詞彙與許氏體育有限公司及匹克體育用品有限公司於2016年9月23日聯合刊發的計劃文件(「計劃文件」)內所界定者具有相同 涵義。



PEAK SPORT PRODUCTS CO., LIMITED

匹克體育用品有限公司

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

(Stock code: 1968)

(股份代號:1968)

FORM OF ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS GRANTED BY PEAK SPORT PRODUCTS CO., LIMITED 匹克體育用品有限公司所授出之購股權的接納及註銷表格 To be completed in full 每項均須填寫

To: Xu's Sport Company Limited Units 1613 & 1615, 16th Floor, Tower Two, Lippo Centre, 89 Queensway, Hong Kong 致:許氏體育有限公司 香港金鐘道89號力寶中心第二座16樓1613及1615室

FOR THE CONSIDERATION stated below, the holder of Share Options named below hereby accepts the Option Offer and agrees to the surrender for cancellation of the number of Share Option(s) specified below, upon and subject to the terms and conditions contained herein and in the Scheme Document and the Option Offer Letter from the Offeror addressed to me dated 23 September 2016. 下述購取權持有人當此按下列代價接納購取權要約並同意交回下列數目的購股權以供註銷,惟須遵守本接納表格及計劃文件以及要約人寄發予本人日期為2016年9月23日的購股權要約函件內之條款及條件。

Date of grant of the Share Options 購股權授出日期	Exercise price per Share (HK\$) 每股股份行使價(港元)	Number of Share Options that you wish to tender for acceptance under the Option Offer (if applicable) ^(Note) 閣下欲提呈接納購股權要約的購股權數目(如適用者) ^(附註)	
		FIGURES 數目	WORDS 大寫
1 January 2014 2014年1月1日	1.938		
Details of holder of Share Options 購股權持有人資料		Family name(s) 姓氏	Forename(s) 名字
		Address 地址	
			Telephone number 電話號碼
Consideration 代價		HK\$0.662 in cash for each Share under the Share Options 購股權項下每股股份為現金0.662港元	

Dated this day of _ 2016 Н 日期:2016年 月

Signed by the holder of Share Options in the presence of: 購股權持有人在下列見證人見證下簽署:

Name of witness 見證人姓名

Signature of the holder of Share Options 購股權持有人簽署

Signature of witness 見證人簽署

Address of witness 見證人地址

Occupation of witness

見證人職業

Note: Insert the total number of outstanding Share Options for which the Option Offer is accepted. If no number is inserted or a number in excess of your holding of the outstanding Share Options is inserted on this Form of Acceptance and you have signed this Form of Acceptance, you will be deemed to have accepted the Option Offer for your entire holding of outstanding Share Options. 請填上接納購股權要約的尚未行使的購股權總數。如無在本接納表格上填上任何數目或所填數目超過 關下持有之尚未行使的購股權,而 關下已簽署本接納表格,則 關下將被視 附註:

為已就 閣下持有尚未行使的全部購股權接納購股權要約

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, bank manager, solicitor or other professional adviser.

The Offeror is making the Option Offer. The making of the Option Offer to the holders of outstanding Share Options whose addresses, as shown on the register of holders of Share Options, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection threewith, including but not limited to the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You will also be fully responsible for the payment of any taxes and duties due by you in respect of the acceptance of the Option Offer. The Offeror, Huatai Financial and the Company, any of their respective directors and professional advisors and all persons involved in the Option Offer and any of their respective directors and professional advisors and all persons involved in the Option Offer and any of their respective directors and professional advisors and any be required to pay. Acceptance of the Option Offer by you will constitute a warranty by you to the Offeror, Huatai Financial and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have observed and are permitted under all applicable laws and requisite registration and filing in compliance with all necessary formalities and regulatory or legal requirements and have paid all taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations to receive and accept the Option Offer.

This Form of Acceptance should be read in conjunction with the accompanying Scheme Document and the Option Offer Letter from the Offeror dated 23 September 2016 in relation to the Option Offer.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Option Offer is unconditional. The holder of outstanding Share Options is advised to read the Scheme Document before completing this Form of Acceptance. To accept the Option Offer made by the Offeror to cancel your outstanding Share Options, you should complete and sign this Form of Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Share Options (if applicable) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), for the whole or in respect of part of your holding of outstanding Share Options or if applicable, for not less than the number of Share Options in respect of which you intend to accept the Option Offer, by post or by hand, to Xu's Sport Company Limited for the attention of the board of the Offeror and marked "Xu's Sport Company Limited — Option Offer" no later than 4:00 p.m. on Monday, 14 November 2016 (Hong Kong time) or such later time(s) and/or date(s) as may be notified to you through announcement.

FORM OF ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror

- 1. My execution of this Form of Acceptance shall be binding on my successors and assignees, and shall constitute:
 - (a) my irrevocable acceptance of the Option Offer made by the Offeror, as contained in the Scheme Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Share Options specified in this Form of Acceptance or, if no such number is specified or a greater number is specified than the number of Share Option(s) I/we hold, in respect of such number of the Share Option(s) as to which I am/we are registered as the holder(s);
 - (b) my irrevocable instruction and authority to each of the Offeror and/or its agent(s) to send a cheque crossed "Not negotiable account payee only" drawn in my favour for the cash consideration to which I shall have become entitled to under the terms of the Option Offer, by ordinary post in postage pre-paid envelopes to my registered address as shown in the register of holders of the Share Options at my own risk within seven Business Days of the receipt of all the relevant documents by the Company to render the acceptance under the Option Offer complete and valid;
 - (c) my 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 cancel my Share Option(s) surrendered for cancellation under the Option Offer; and
 - (d) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Huatai Financial and/or the Company and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein.
- 2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to the Offeror, Huatai Financial and the Company that (i) the number of Share Options specified in this Form of Acceptance or, if a greater number is specified than I am registered as the holder of Share Options specified and renounced free from all interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above, and together with all rights attaching to them with effect from the date on which the Option Offer is made, that is, the date of the posting of the Scheme Document; and (ii) I have not taken or omitted to take any action which will or may result in the Offeror, Huatai Financial, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer, and I am permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
- 3. In the event that my acceptance is not valid in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event I authorise and request you to return to me this Form of Acceptance duly cancelled, together with the relevant certificate(s) of the Share Options (if applicable), by ordinary post at my own risk to the person at the address of the office of the Company stated in paragraph 1(b) above.
- 4. I enclose the relevant certificate(s) of the Share Options (if applicable) for the whole/part of my holding of Share Options which are surrendered for cancellation on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any Form of Acceptance and/or certificate(s) of the Share Options (if applicable) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
- 5. I warrant and represent to the Offeror, Huatai Financial and the Company that I am the registered holder of the number of Share Options specified in this Form of Acceptance and I have the full right, power and authority to surrender the Share Options for cancellation by way of acceptance of the Option Offer.
- 6. I warrant to the Offeror, Huatai Financial and the Company that I have observed and am permitted under all applicable laws and regulations where my registered address is located as set out in the register of holders of the Share Options of the Company to accept the Option Offer, and any revision thereof; and that I have obtained all governmental, exchange control or other consents and any registration or filing which may be required and made all registration or filing required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I have paid all taxes and duties or other required payments due from me 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 have not taken or omitted to take any action which will or may result in the Offeror, Huatai Financial and the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer or my acceptance thereof, and am permitted under all applicable laws to receive and accept the Option Offer; and that such acceptance is valid and binding in accordance with all applicable laws.
- 7. I warrant to the Offeror, Huatai Financial and the Company that I shall be fully responsible for payment of any taxes and duties payable by me in connection with my acceptance of the Option Offer.
- 8. I acknowledge that, save as expressly provided in the Scheme Document and this Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
- 9. I understand that no acknowledgement of cancellation of any Share Option will be given.

閣下如對本接納表格的任何方面或應採取的行動有任何疑問,應諮詢 閣下之持牌證券交易商或註冊證券機構、銀行經理、律師或其他專業顧 問。

要約人正提出購股權要約。向地址(誠如購股權持有人名冊所示)位於香港境外之尚未行使的購股權持有人提出購股權要約或會受到有關司法權區 之法例影響。倘 閣下為海外購股權持有人, 閣下應自行了解及遵守所有適用法律或監管規定。 閣下如欲接納購股權要約,須自行信納全面 遵守有關司法權區之法律及法規,包括但不限於獲得一切所需之政府、外匯管制或其他同意及任何登記或存檔,並遵守一切所需手續、監管及 /或法律規定。 閣下將須就接納購股權要約之任何税項及徵費負全責。要約人、華泰金融及本公司以及彼等各自之任何董事及專業顧問及任 何涉及購股權要約之人士以及任何彼等各自之代理人均有權獲全面彌償保證及毋須就 閣下可能須付之任何税項及徵費承擔任何責任。 閣下接 納購股權要約,即構成 閣下向要約人、華泰金融及本公司保證 閣下已遵守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收及 接納購股權要約及其任何修訂,而 閣下已遵守一切必要手續及監管或法律規定取得一切所需之政府、外匯管制或其他同意及辦妥所需之登記 及存檔,並已支付 閣下於相關司法權區接納而應付之所有税項及徵費或其他所需款項,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。 閣下決定是否接納或不接納購股權要約應諮詢專業意見。

本接納表格應與隨表格附上之計劃文件及要約人發出日期為2016年9月23日有關購股權要約的購股權要約函件一併閱讀。

本接納表格之填寫方法

購股權要約為無條件。尚未行使的購股權持有人於填寫本接納表格前,務請先閱讀計劃文件。 閣下如欲接納要約人所作出的購股權要約,以 註銷 閣下尚未行使的購股權,應填妥並簽署本接納表格背頁,並將整份表格,連同就 閣下所持之所有或部份尚未行使的購股權(如適用)不 少於 閣下擬接納購股權要約的購股權數目的有關證書(如適用)及/或其他所有權證明文件(及/或任何就此所需之一份或多份令人信納之任何 彌償保證書)一併以郵寄或專人送交方式,送達許氏體育有限公司,註明收件人為要約人董事會並註明「許氏體育有限公司-購股權要約」,惟無 論如何不得遲於2016年11月14日(星期一)下午四時正(香港時間),或 閣下可能透過公告知悉之有關較後時間及/或日期。

購股權要約之接納表格

致:要約人

- 1. 本人簽署本接納表格將對本人的繼承人及承讓人有約束力,即表示:
 - (a) 本人不可撤回地接納由要約人提出並載於計劃文件的購股權要約以收取代價,按計劃文件及本表格所載有關條款及條件收購本接納表格上所填購股權數目,或倘未有列明有關數目或指定購股權數目較本人/吾等持有的購股權數目為多,則接納本人/吾等以持有人名義登記持有的有關數目購股權;
 - (b) 本人不可撤回地指示並授權各要約人及/或其代理人,將本人根據購股權要約的條款應得的現金代價以「不得轉讓一只准入抬頭人賬戶」方式開出劃線支票,並於本公司接獲一切有關文件致使購股權要約項下之接納為完整及有效之日起計七個營業日內,將支票放置 在預付郵資信封內,以平郵方式寄至本人的登記地址(誠如購股權持有人名冊所示)以供領取,郵誤風險概由本人自行承擔;
 - (c) 本人承諾於必要或適當時簽署有關其他文件並作出有關行動及事宜,以進一步確保會註銷本人交回以供根據購股權要約註銷之購股 權;及
 - (d) 本人同意追認要約人及/或華泰金融及/或本公司及/或彼等各自的代理或其在行使本接納表格所載的任何權利時可能指定的任何一 名或多名有關人士可能進行或實施的每項行動或事宜。
- 2. 本人明白本人接納購股權要約將被視為構成本人向要約人、華泰金融及本公司作出保證,(i)表示交回及放棄本接納表格所列購股權數目(或 倘所列的購股權數目高於本人以購股權持有人名義登記的數目,則就本人以購股權持有人名義登記的全部有關購股權而言)並不附有一切任 何人士的權益或股本(包括任何收購權、選擇權或優先購買權或轉換權),或任何按揭、抵押、質押、留置權、轉讓權、押貨預支、擔保 權益、業權留置或任何其他擔保協議或安排,或就以上各項訂立的任何協議,且並無所附帶的於作出購股權要約日期(即寄發計劃文件之 日期)起生效的一切權利;及(ii)本人並無採取或遺漏採取任何行動而將引致或可能引致要約人、華泰金融、本公司或任何其他人士違反任 何司法權區與購股權要約有關之法律或監管規定,且本人根據所有適用法例及法規獲准收取及接納購股權要約(及其任何修訂),而根據所 有適用法例及法規,該接納為有效及具有約束力。
- 3. 如按購股權要約的條款本人的接納為無效,則上文第1段所載的所有指示、授權及承諾均會終止。在此情況下,本人授權並要求 閣下將已正式註銷的本接納表格連同有關購股權證書(如適用),以平郵方式寄給在上文第1(b)段所列本公司辦事處地址的有關人士,以交還本人,郵誤風險概由本人自行承擔。
- 4. 本人茲附上本人所持全部/部分並按照購股權要約之條款及條件交回以供註銷之購股權之有關購股權證書(如適用)。本人明白將不會就任何接納表格及/或購股權證書(如適用)獲發收訖通知書。本人亦明白所有文件將以平郵方式寄出,郵誤風險概由本人自行承擔。
- 5. 本人向要約人、華泰金融及本公司保證及聲明,本人為本接納表格所列明購股權數目的登記持有人,而本人有充分的權利、權力及授權透過接納購股權要約交回購股權以供註銷。
- 6. 本人向要約人、華泰金融及本公司保證,本人已遵守本人於本公司購股權持有人登記冊所列的登記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購股權要約及其任何修訂;而本人已取得所有政府、外滙管制或其他方面的同意及任何可能規定的登記或存 檔,及作出所有必要手續或遵守監管及/或法律規定所規定之一切登記或存檔;且本人已支付本人就有關接納應付之所有税項及徵費或其 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;且本人概無採取或遺漏採取任何行動而將會或可能致使要約人、 華泰金融及本公司或任何其他人士就購股權要約而言違反任何司法權區的法律或監管規定或本人就此作出的接納,且本人根據所有適用法 例獲准接獲及接納購股權要約,而根據所有適用法例,該接納為有效及具有約束力。
- 7. 本人向要約人、華泰金融及本公司保證,本人須就支付關於本人接納購股權要約應付之任何税項及徵費承擔全部責任。
- 8. 本人明白除計劃文件及本接納表格指明者外,所有就此作出的接納、指示、授權及承諾乃不可撤回。
- 9. 本人明白不會就註銷任何購股權獲發確認通知。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Huatai Financial and the Company in relation to personal data and 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 Option Offer for your Share Option(s), 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 may also prevent or delay the despatch of the consideration to which you are entitled to under the Option Offer. It is important that you should inform the Offeror and/or Huatai Financial and/or the Company 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 of your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Scheme Document;
- registering the cancellation of the Share Option(s) under your name;
- maintaining or updating the relevant register of holder(s) of the Share Option(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Option Offer;
- distributing communications from the Offeror and/or Huatai Financial and/or the Company or their respective agents, officers and advisers;
- establishing benefit entitlements of the holder of Share Options;
- 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, Huatai Financial or the Company; and
- any other incidental or associated purposes relating to the above and/ or to enable the Offeror and/or Huatai Financial and/or the Company to discharge their obligations to the holder of Share Options and/or regulators and any other purposes to which the holder of Share Options may from time by time agree to or be informed of.

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、華泰金融及本公司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 閣下欲就 閣下之購股權而接納購股權要約, 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 閣下的接納不獲受理或有所延 誤。這亦有可能妨礙或延遲寄發 閣下根據購股權要約應得之代價。如所提供的 資料有任何不準確, 閣下須即時知會要約人及/或華泰金融及/或本公司。

2. 用途

閣下於本接納表格提供的個人資料可能會就下列用途加以運用、持有及/或以任 何方式保存:

- 處理 閣下的接納及核實遵循本接納表格及計劃文件載列的條款及申請手續;
- 登記以 閣下名義的購股權註銷;
- 保存或更新有關購股權持有人的登記冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 確定 閣下根據購股權要約有權取得的配額;
- 自要約人及/或華泰金融及/或本公司或彼等各自的代理人、職員及顧問 接收所發佈的通訊;
- 確定購股權持有人有權取得的受益配額;
- 按法例、規則或規例(無論法定或其他)規定作出披露;
- 披露有關資料以便索償或享有權益;
- 有關要約人、華泰金融或本公司業務的任何其他用途;及
- 有關上文所述任何其他臨時或關連用途及/或以便要約人及/或華泰金融
 及/或本公司履行彼等對購股權持有人及/或監管機構的責任及購股權持
 有人不時同意或知悉的其他用途。

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror and/or Huatai Financial and/or the Company 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, Huatai Financial and the Company and/or agent(s), officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Huatai Financial and/or the Company, in connection with the operation of its business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror and/or Huatai Financial and/or the Company 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 and/ or Huatai Financial and/or the Company hold(s) 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 and/or Huatai Financial and/or the Company have the right to charge a reasonable fee for the processing of any data access requests. 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 and/or Huatai Financial and/or the Company (as the case may be) at the respective addresses provided on this Form of Acceptance and/or the Scheme Document.

BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.

個人資料

轉交個人資料

本接納表格提供的個人資料將作為機密資料妥為保存,惟要約人及/或華泰金融 及/或本公司為達致上述或其中任何用途,可能作出其認為必需的有關查詢,以 確認個人資料的準確性,尤其可向或自下列任何及所有人士及實體披露、獲取或 轉交(無論在香港境內外)該等個人資料:

- 要約人、華泰金融及本公司及/或代理、職員及顧問;
- 向要約人及/或華泰金融及/或本公司就其業務經營提供行政、電訊、電 腦、付款或其他服務的任何代理、承包商或第三方服務供應商;
- 聯交所、證監會及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,例如銀行、律 師、會計師或持牌證券交易商;及
- 要約人及/或華泰金融及/或本公司認為必需或適當情況下的任何其他人 士或機構。

4. 存取及更正個人資料

根據該條例的規定, 閣下有權確認要約人及/或華泰金融及/或本公司是否持 有 閣下的個人資料,並獲取該資料副本,以及更正任何不正確資料。根據該條 例的規定,要約人及/或華泰金融及/或本公司可就獲取任何資料的要求收取合 理手續費。存取資料或更正資料或獲取有關政策及慣例之資料,以及所持資料類 別的所有要求,須提交要約人及/或華泰金融及/或本公司(視情況而定)在本接 納表格及/或計劃文件載列的相關地址。

閣下一經簽署本接納表格,即表示同意上述所有條款。