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香港交易及結算有限公司、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的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本接納表格全部或任何部分內容而產生或因倚賴該等內容而引致的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 document dated 26 May 2021 (the "Composite Document") jointly issued by Speed Apparel Holding Limited and EPS Holdings, Inc..

除文義另有所指外，本接納表格所用詞彙與尚捷集團控股有限公司及EPS Holdings, Inc.於二零二一年五月二十六日聯合刊發的綜合文件(「綜合文件」)所界定者具有相同涵義。

To be completed in all respects except the sections marked "Do not complete"

Share Registrar and transfer office in Hong Kong:

Tricor Investor Services Limited ("Registrar")

於香港的股份過戶登記處：
卓佳證券登記有限公司(「過戶登記處」)

Level 54, Hopewell Centre,
183 Queen's Road East, Hong Kong
香港皇后大道東183號合和中心54樓

除註明「請勿填寫本欄」的部分外，每項均須填寫



SPEED APPAREL HOLDING LIMITED
尚捷集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 3860)

(股份代號: 3860)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$ 0.01 EACH IN THE ISSUED SHARE CAPITAL OF SPEED APPAREL HOLDING LIMITED

尚捷集團控股有限公司

已發行股本中每股面值0.01港元之普通股之接納及轉讓表格

TO ACCEPT THE OFFER (Please refer to the note)

接納要約(請參閱附註)

Box A 甲欄

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附的綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有的股份轉讓予下列「承讓人」所持有每股面值0.01港元之股份。		
Number of Shares tendered for acceptance 閣下提呈接納的股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票編號		
TRANSFEROR(s) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	First name 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.988 in cash for each Share tendered for acceptance and to be taken up by EPS Holdings, Inc. 以現金0.988港元接納每股提呈接納並獲EPS Holdings, Inc.承購的股份	
TRANSFEEE 承讓人	Name: 名稱:	EPS Holdings, Inc.
	Correspondence address: 通訊地址:	Kagurazaka AK Building, 1-8 Tsukudocho, Shinjuku-ku, Tokyo, Japan 日本東京都新宿區津久戶町1-8號神樂坂AK大樓6層
	Occupation 職業:	Corporation 法團
SIGNED by the transferor(s) to this transfer, this _____ day of, _____ 由是項轉讓之轉讓人於_____年_____月_____日簽署		

Note: 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 a number inserted is greater or smaller than those physical Share(s) tendered for acceptance of the Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time for acceptance of the Offer.

附註：請填上接納要約之股份總數。倘並無填上數目或所填數目大於閣下登記持有之股份或所填數目小於閣下作接納要約之實物股份，而閣下已簽署本表格，則本表格將退回予閣下進行更正及重新遞交。任何經更正之表格必須於接納要約之最後期限或之前自行重新提交並送達過戶登記處。

Please SIGN BELOW in the capacity as the Transferor(s) to accept the Offer. All joint holders must sign.

Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address as indicated below.

倘閣下接納要約，請於下方簽署，以作為轉讓人接納要約。所有聯名持有人均須簽署。

閣下應在另一名並非聯名持有人的18歲或以上人士的見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。

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 _____

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) or its duly authorised agent(s)/Company chop, if applicable
轉讓人或其正式授權代理人簽署/公司印鑑(如適用)

Date of Submission of this Form of Acceptance
提交本接納表格之日期

← ALL JOINT REGISTERED HOLDERS MUST SIGN HERE

所有聯名登記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:
承讓人或其代表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 _____

Date of signing by Transferee 由承讓人簽署日期 _____

For and on behalf of 代表
EPS Holdings, Inc.

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

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, professional accountant or other professional adviser. If you have sold or transferred all your Share(s) in Speed Apparel Holding Limited, you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser or transferee or to the 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 transferee(s).

Merdeka Securities is making the Offer on behalf of the Offeror. The making of the Offer to persons with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws and regulations of the relevant jurisdictions. If you are resident, citizen or national of jurisdiction outside Hong Kong, you should keep yourselves informed about and observe, at your own responsibility, any applicable legal and regulatory 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 overseas jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities register of members of the Company or legal and regulatory requirements and the payment of any issue, transfer or other taxes or other required payments due in respect of such overseas jurisdiction. The Offeror and parties acting in concert with it, the Company, Merdeka Securities, the Registrar, their respective ultimate beneficial owners, directors, officers, agents and associates and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional in all respect. 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.

Please read carefully the Composite Document before deciding whether or not to accept the Offer. To accept the Offer made by Merdeka Securities on behalf of the Offeror, you should complete and sign this Form of Acceptance overleaf and lodge this Form of Acceptance, 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) for not less than the number of Shares in respect of which you intend to accept the Offer, marked ("**Speed Apparel Holding Limited – Offer**") on the envelope, to the Registrar, Tricor Investor Services Ltd., at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as practicable and in any event no later than 4:00 p.m. on Wednesday, 16 June 2021 (or such later time and/or date as the Offeror may determine and announce with the consent of the Executive and in accordance with the Takeovers Code).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror and Merdeka Securities

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) shall also be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our acceptance of the Offer made by Merdeka Securities for and on behalf of the Offeror in respect of the number of Shares inserted in Box A of this Form of Acceptance and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, and such acceptance shall be irrevocable except in the circumstances that such accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code;
 - (b) my/our irrevocable instruction and authority to each of the Offeror, Merdeka Securities, the Registrar and/or their respective agent(s) to send a cheque marked "Not negotiable - account payee only" drawn in my/our favour for the cash consideration (rounded up to the nearest cent) to which I/we shall have become entitled under the terms of the Offer (taking into account of seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer) by ordinary post at my/our own 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;

(Please insert name and address of the person to whom the cheque should be sent (if different from the registered Shareholder or the first-named of joint registered Shareholders))

Name: (in block capitals) _____
Address: (in block capitals) _____
 - (c) my/our irrevocable instruction and authority to each of the Offeror, Merdeka Securities, the Registrar and/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 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 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 each of the Offeror, Merdeka Securities and/or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer;
 - (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, including any extension of the terms of such Offer. Also my/our instruction and authority to each of the Offeror, Merdeka Securities and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such extension of the terms of the Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
 - (f) 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 liens, equities mortgages, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights, benefits and entitlements attaching to them as the despatch date of the Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive and retain in full all dividends and other distributions, (as applicable) which may be recommended, declared, made or paid by reference to a record date on or after the despatch date of the Composite Document;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Merdeka Securities and/or the Registrar and/or their respective agents or such person or persons as any of them may direct on the exercise in good faith of any rights contained herein; and
 - (h) my/our irrevocable instruction and authority to the Offeror, Merdeka Securities and/or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the Share(s) 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 (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), 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 and Merdeka Securities that (i) the number of Share(s) specified in this Form of Acceptance are fully paid and sold by me/us free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights, benefits and entitlements attaching to them as at the despatch date of the Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive and retain in full all dividends and other distributions (as applicable) which may be recommended, declared, made or paid by reference to a record date on or after the despatch date of the Composite Document; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, in connection therewith, including the obtaining of any governmental, exchange, control, regulation or other consents which may be required or the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction. I/We shall be fully responsible for payment of any transfer or other taxes and duties imposed by whomsoever payable in respect of that jurisdiction. I/We have not taken or omitted to take any action which will or may result in the Offeror, the Company or Merdeka Securities or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
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 in which event, I/we authorise and request the Offeror, Merdeka Securities and the Registrar and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(b) above or, if no name or 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 member 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 any of the Offeror, Merdeka Securities and/or any of their agent(s) from the Company or the Registrar on my/our behalf, such Share certificate(s) will be returned to me/us in lieu of the transfer receipt(s).
4. I/We enclose the relevant Share certificate(s) and/or, transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror, Merdeka Securities and the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to each of the Offeror, Merdeka Securities and the Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Acceptance and I/we have the full power and authority to tender, sell, assign or transfer my/our Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Offer.
6. It is the responsibility of each of the relevant Shareholders to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Shareholder in such relevant jurisdictions.
7. Any acceptance by any Shareholder will be deemed to constitute a representation and warranty from such Shareholder to the Offeror and the Company that all applicable local laws and requirements have been complied with and that the Offer can be accepted by such Shareholder lawfully under the laws of the relevant jurisdiction. Shareholders should consult their professional advisers if in doubt. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes duties imposed by whatsoever payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptances, 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 the Offer will be registered under the name of the Offeror or its nominees.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格之任何方面或應採取之行動有任何疑问，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、專業會計師或其他專業顧問。閣下如已售出或轉讓名下所有尚捷集團控股有限公司股份，應立即將本接納表格及隨附之綜合文件送交買主或承讓人或持牌證券交易商或註冊證券機構或經手買賣或轉讓之其他代理商，以便轉交買主或承讓人。

領智證券代表要約人作出要約。向註冊地址為香港以外司法權區之人士提早要約可能受有關司法權區之法律或法規所禁止或限制。閣下倘為香港以外司法權區之居民、公民或國民，須自行負責了解且遵守任何適用法律及法規規定。閣下如欲接納要約，須自行負責全面遵守相關海外司法權區於有關方面之法律及法規(包括取得可能需之任何政府、外匯管制或其他同意，或達成其他必要之正式手續或法律及監管規定以及支付有關海外司法權區應繳付之任何發行、轉讓或其他稅項或其他所需費用)。要約人及其一致行動人士、本公司、領智證券、過戶登記處、彼等各自之最終實益擁有人、董事、高級職員、代理及聯繫人及參與要約之任何其他人士均有權就閣下可能須支付之任何稅項獲閣下提供全面彌償保證及由閣下承擔有關責任。

如何填寫本接納表格

要約在各方面為無條件。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，並構成其中一部分。於決定是否接納要約前，敬請細閱綜合文件。

閣下如欲接納由領智證券代表要約人提出之要約，應填妥及簽署背頁之本接納表格，連同不少於閣下欲接納要約之股份數目之相關股票及/或過戶收據及/或任何其他有關股份之所有權文件(及/或就此所需並令人信納之任何彌償保證)(信封面須註明「尚捷集團控股有限公司一要約」)，於實際可行情況下儘快送達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，方為有效，惟無論如何必須於二零二一年六月十六日(星期三)下午四時正(或要約人根據收購守則在執行人員同意下可能釐定及公佈之有關較後日期及/或時間)前送達。

要約之接納表格

致： 要約人及領智證券

1. 本人/吾等一經簽署本接納表格(不論該表格有否註明日)，本人/吾等之承繼人及受讓人亦將受此約束，並構成：

- (a) 本人/吾等遵循綜合文件及本接納表格所載或所指條款，就本接納表格欄所指明之股份數目接納由領智證券代表要約人提出之要約，而該項接納不可撤銷，除非該名接納之股東根據(收購守則)規則19.2之情況則除外；
- (b) 本人/吾等不可撤回地指示及授權要約人、領智證券、過戶登記處及/或彼等各自之代理，各自將本人/吾等根據要約之條款應收之現金代價(上調整至最接近的仙位)以「不得轉讓—只准入抬頭人賬戶」方式劃線開出之支票(經計及本人/吾等就本人/吾等接納要約應付之賣方從價印花稅)，以平郵方式寄至下文所列人士及地址，或下文如無填上姓名及地址，則寄至本人或(如屬聯名登記股東)吾等之排名首位者在股東名冊所示之登記地址，有關郵遞風險概由本人/吾等承擔；

(請在本欄填上應收取支票人士之姓名及地址(如與登記股東或排名首位者之聯名登記股東之姓名及地址不同))

姓名：(請用正楷填寫) _____

地址：(請用正楷填寫) _____

- (c) 本人/吾等不可撤回地指示及授權要約人、領智證券、過戶登記處及/或彼等任何一方可就其指定之一名或多名有關人士，各自代表本人/吾等訂立及簽立按香港法例第117章《印花稅條例》第19(1)條規定本人/吾等作為根據要約出售股份之賣方而須訂立及簽立之成交單據，並按該條例之規定安排該單據加蓋印花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、領智證券及/或彼等任何一方可能指定之一名或多名有關人士，各自代表本人/吾等填妥、修改及簽署任何有關本人/吾等接納要約之文件，以及辦理任何其他必需或權宜之手續，以將本人/吾等根據要約而提呈接納之股份，歸屬於要約人及/或其可能指定之一名或多名有關人士；
 - (e) 本人/吾等明白本人/吾等簽署本接納表格即被視作根據及遵守綜合文件及本接納表格所載或所指之條款(包括該要約之條款之任何延長)構成接納要約。同時，本人/吾等指示及授權要約人、領智證券及/或過戶登記處或彼等各自之代理，或彼等任何一方可能就此指定之人士，各自代表本人/吾等接納任何此等要約條款延長及代表本人/吾等以本人/吾等之名義簽署所有可能需要的該等進一步文件(如有)以使其項接納有效；
 - (f) 本人/吾等承諾於必需或合宜時簽署該等進一步文件及以進一步保證之形式作出該等行動及事宜，將本人/吾等根據要約提呈接納之股份轉讓予要約人或其可能指定之一名或多名有關人士，而不附帶任何留置權、權益、質押、產權負擔、優先購買權及屬任何性質的任何其他第三方權利；及連同所隨附的一切權利、權益及配額(包括但不限於全數收取及保留有關記錄日期為截止日期或之後的可能建議派發、宣派、作出或派付所有股息及其他分派(如適用)的權利)的股份；
 - (g) 本人/吾等同意追認要約人、領智證券及/或過戶登記處及/或彼等各自之代理或彼等任何一方可能指定之一名或多名有關人士於真誠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
 - (h) 本人/吾等不可撤回地指示及授權要約人、領智證券及/或彼等各自之代理，代表本人/吾等憑藉交回經本人/吾等正式簽署之隨附過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用)而從過戶登記處領取就股份將發行予本人/吾等之股票，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該(等)股票，猶如該(等)股票已連同本接納表格一併送交過戶登記處。
2. 本人/吾等明白本人/吾等接納要約，將被視為構成本人/吾等向要約人及領智證券保證(i)本接納表格所註明的股份數目由本人/吾等繳足股款，且出售該等股份將而不附帶任何留置權、權益、質押、產權負擔、優先購買權及屬任何性質的任何其他第三方權利；及連同所隨附的一切權利、權益及配額(包括但不限於全數收取及保留有關記錄日期為截止日期或之後的可能建議派發、宣派、作出或派付所有股息及其他分派(如適用)的權利)的股份；及(ii)倘本人/吾等之登記地址位於香港以外之司法權區，本人/吾等已全面遵守所有有關司法權區有關該接納之法例，包括取得任何可能規定之政府、外匯管制、規則或其他同意，或遵守其必要之手續或法律規定，以及繳付於該司法權區應付之任何轉讓費或其他稅項。本人/吾等須就該司法權區繳付任何應付的任何轉讓費或其他稅項及徵費負全責。本人/吾等並無採取或遺漏採取任何行動致使或可能致使要約人、本公司、領智證券或任何其他人士就要約或本人/吾等的接納行動違反任何司法權區的法例或監管規定，以及獲所有適用法例的許可收取及接納要約(或其任何修訂)，而根據所有適用法例，有關接納乃屬有效及具約束力。
3. 倘根據要約之條款，本人/吾等之接納無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人/吾等授權並要求要約人、領智證券、過戶登記處及/或彼等任何一方可能指定之一名或多名人士，向本人/吾等退還本人/吾等之股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用)，並連同已正式註銷之本接納表格，一併以平郵方式郵寄予上文第1(b)段所列之姓名和地址，或如無列明姓名和地址，則為本人或(如屬聯名登記股東)吾等當名名列首位者在股東名冊所示之登記地址，郵遞風險概由本人/吾等承擔。

附註：倘本人/吾等交回一份或以上過戶收據，而同時要約人、領智證券及/或彼等之任何代理人已代表本人/吾等向本公司或過戶登記處領取相關之股票，則該等股票將退還予本人/吾等，而非過戶收據。

4. 本人/吾等茲附上將由要約人、領智證券、過戶登記處及/或彼等任何一方可能指定之一名或多名人士根據要約條款及條件持有之本人/吾等全部或部分股份之相關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用)。本人/吾等明白任何交回之接納表格、股票、過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用)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，郵遞風險概由本人/吾等自行承擔。
5. 本人/吾等向要約人、領智證券、過戶登記處及/或彼等任何一方可能指定之一名或多名人士各自作出聲明及保證，本人/吾等為本接納表格所註明之股份數目之登記股東，而本人/吾等具有十足權力及授權，以接納要約之方式向要約人提呈、出售、轉讓或轉移本人/吾等之股份(連同其所累算或附帶之一切權利)。
6. 有關之股東各自有責任自行了解並全面遵守相關司法權區與此相關之法律及規例，包括取得任何政府、外匯管制或其他方面之同意，或進行存檔及登記，以及支付有關之股東於相關司法權區應付之任何轉讓或其他稅項。
7. 凡任何股東接納，將視為構成該股東向要約人及本公司作出聲明及保證其已遵守所有本地適用法律及規定及有關之股東根據相關司法權區之法律可合法地接納要約。如有任何疑問，股東應諮詢其專業顧問。本人/吾等向要約人及本公司保證，本人/吾等須就支付在股東名冊載列本人/吾等地址所在司法權區關於本人/吾等接納要約方面任何所施加應付之任何轉讓或其他稅項承擔全部責任。
8. 本人/吾等確認，除綜合文件及本接納表格明文規定者外，據此作出之所有接納、指示、授權及承諾均屬不可撤回及無條件。
9. 本人/吾等確認，本人/吾等以要約之方式向要約人出售之股份將以要約人或其代名人義義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Merdeka Securities, the Company 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

In accepting the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

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 or 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;
- maintaining or updating the relevant register of holders of the Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, the Company, its agents such as financial advisers, and/or the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and other purpose 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, Merdeka Securities, the Company 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, Merdeka Securities, the Company, any of their agents and/or advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Merdeka Securities, the Company and/or the Registrar, in connection with the operation of their businesses;
- 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 institutions in securities; and
- any other persons or institutions whom the Offeror, Merdeka Securities, the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, the Company, Merdeka Securities and/or the Registrar will keep the personal data provided in this Form of Acceptance for such period as may be 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.

5. Access and correction of personal data

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

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

個人資料

個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關要約人、領智證券、本公司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》(「條例」)之政策及慣例。

1. 收集閣下個人資料之原因

就閣下之股份接納要約時，閣下須提供所需之個人資料。倘未能提供所需資料，可能導致閣下之接納在處理時變成無效、遭拒絕受理或受到延誤。同時亦可能妨礙或延遲寄發閣下根據要約應得之代價。

2. 用途

閣下於本接納表格提供之個人資料可能使用、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納及核實或遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義進行之股份轉讓；
- 存置或更新相關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 分派來自要約人、本公司、其代理(如財務顧問)及/或過戶登記處之通訊；
- 編製統計資料及股東資料；
- 確定股東之受益權利；
- 披露相關資料以便申索權益；
- 根據法律、規則或規例之要求(無論法定或其他規定)作出披露；
- 有關要約人或本公司業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關聯用途，以及股東可能不時同意或獲通知之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人、領智證券、本公司及/或過戶登記處可作出彼等認為必需之查詢，以確認個人資料之準確性，並以達致上述或有關任何上述用途之範圍為限，尤其彼等可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料：

- 要約人、領智證券、本公司、彼等之任何代理及/或顧問以及過戶登記處；
- 為要約人、領智證券、本公司及/或過戶登記處提供與其業務營運有關之行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易之任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人、領智證券、本公司及/或過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人、本公司、領智證券及/或過戶登記處將按有關期間或需收集個人資料之用途保留本接納表格提供之個人資料。毋須保留的個人資料將會根據條例銷毀或處理。

5. 查閱及更正個人資料

根據條例之規定，閣下有權確定要約人、領智證券、本公司及/或過戶登記處是否持有閣下之個人資料、獲取該資料副本、以及更正任何錯誤資料。根據條例，要約人、領智證券、本公司及/或過戶登記處有權就辦理獲取任何查閱資料之要求收取合理費用。查閱資料或更正資料或查詢有關政策及措施及所持資料類別之所有要求，應向要約人、領智證券、本公司或過戶登記處(視情況而定)提出。

簽署本接納表格後，即表示閣下同意上述各項。