

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.

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，概不會對因本接納表格之全部或任何部分內容而產生或因依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 accompanying composite offer and response document dated August 3, 2021 (the "Composite Document") jointly issued by Ever Harmonic Global Limited as the offeror (the "Offeror") and Clear Media Limited as the offeree company (the "Company").

除文義另有所規定外，本接納表格所用詞彙與永和環球有限公司(作為要約人)及白馬戶外媒體有限公司(作為受要約公司)(本公司)聯合刊登日期為二零二一年八月三日之隨附綜合要約及回應文件(綜合文件)所界定者具有相同涵義。

FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.
供閣下有意接納要約時使用之接納表格。

CLEAR MEDIA LIMITED

白馬戶外媒體有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 0100)

(股份代號: 0100)

FORM OF ACCEPTANCE AND TRANSFER
OF ORDINARY SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF
CLEAR MEDIA LIMITED

白馬戶外媒體有限公司
已發行股本中每股面值0.10港元之普通股股份之
接納及轉讓表格

All parts should be completed except the sections marked "Do not complete" 除註明「請勿填寫本欄」的部分外，每項均須填寫

Branch share registrar in Hong Kong: Tricor Tengis Limited
Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong
香港股份過戶登記分處: 卓佳登捷時有限公司
香港皇后大道東183號合和中心54樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) with a par value of HK\$0.10 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document, and the Transferee hereby agrees to accept and hold the Share(s) subject to such terms and conditions. 按照下列代價，下列「轉讓人」謹此在本表格及綜合文件中所載之條款及條件規限下，將以下註明由轉讓人所持有每股面值0.10港元之股份轉讓予下列「承讓人」，而承讓人謹此同意在有關條款及條件規限下接納及持有相關股份。		
Total number of Share(s) to be transferred (Note) 將予轉讓的股份總數(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s): 姓氏或公司名稱: Registered address: 登記地址:	Forename(s): 名字: Telephone number: 電話號碼:
CONSIDERATION 代價 PLEASE ELECT ONLY ONE (I) OF THE TWO OPTIONS ON THE RIGHT BY TICKING (✓) ONE (I) BOX ONLY. 只可選擇右方兩個選項其中一(I)個， 在其中一(I)個加上✓號。	OPTION A: <input type="checkbox"/> 選擇A: ELECT THE CASH ALTERNATIVE OF HK\$7.12 PER OFFER SHARE FOR ALL OF THE SHARES REGISTERED IN YOUR NAME 就全部以閣下名義登記之股份選擇每股要約股份7.12港元之現金方案	OPTION B: <input type="checkbox"/> 選擇B: ELECT THE SHARE ALTERNATIVE FOR ALL OF THE SHARES REGISTERED IN YOUR NAME 就全部以閣下名義登記之股份選擇股份方案
	Notes for electing the Share Alternative: 選擇股份方案之注意事項: YOU MUST PROVIDE THE FOLLOWING DOCUMENTS (and such other documents which may be required) to comply with the relevant anti-money laundering requirements of the Cayman Islands (please tick (✓) as appropriate), failing which your election of the Share Alternative may be invalid: 閣下須提供下列文件(及可能獲要求提供之其他文件)以遵守開曼群島相關反洗錢規定(請在適當位置填上✓號)，否則閣下對股份方案之選擇可能無效: <input type="checkbox"/> Individual registered shareholder – a certified true copy each of (i) your valid passport and (ii) proof of your residential address which shall be issued within the last three months of the date of acceptance. 個人登記股東—以下各項之經核證真實副本:(i) 閣下之有效護照及(ii) 閣下之住址證明(須於接納日期最近三個月內出具)。 <input type="checkbox"/> Corporate registered shareholder – a certified true copy each of (i) your certificate of incorporation, (ii) your constitutional document, (iii) your register of members (or equivalent) and (iv) your register of directors (or equivalent). 公司登記股東—以下各項之經核證真實副本:(i) 閣下之公司註冊證書;(ii) 閣下之章程文件;(iii) 閣下之股東名冊(或等同文件);及(iv) 閣下之董事名冊(或等同文件)。 These documents should be in English or accompanied by an English translation which is certified as a true translation and should be certified as true copies by a solicitor, a certified public accountant, or a notary public. The Offeror and the Company reserve the discretion to request for additional evidence or documents as may be required for the purpose of complying with the relevant anti-money laundering requirements of the Cayman Islands. 該等文件應為英文或附經核證為真實譯本之英文翻譯，並由律師、執業會計師或公證人核實為真實副本。要約人及本公司保留要求就遵守開曼群島相關反洗錢規定而可能需要之其他憑證或文件之酌情權。	
TRANSFEEE(S) 承讓人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	Ever Harmonic Global Limited 永和環球有限公司 The offices of Vistra (Cayman) Limited Vistra (Cayman) Limited辦事處 P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road Grand Cayman, KY1-1205, Cayman Islands Corporation 法人團體

Signed by or for and 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

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名
登記持有人
均須於本欄簽署

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

Do not complete 請勿填寫本欄	
Signed by or for and 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:	For and on behalf of 代表 Ever Harmonic Global Limited 永和環球有限公司
Signature of witness 見證人簽署	Authorised Signatory(ies) 獲授權簽署人
Name of witness 見證人姓名	Signature (s) of Transferee or its duly authorised agent (s) 承讓人或其正式授權代理人簽署
Address of witness 見證人地址	Date of transfer 轉讓日期
Occupation of witness 見證人職業	

Note: Insert the total number of Shares for which the Offer is accepted. If no number is specified or if the total number specified in the form is greater or smaller than your registered holding of Share(s), as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), 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 by not later than 4:00 p.m. on Tuesday, August 24, 2021 or such later time(s) and/or date(s) as may be announced by the Offeror in compliance with the Takeovers Code and approved by the Executive. For the avoidance of doubt, HKSCC Nominees Limited, who will take instructions from beneficial owners of the Shares regarding acceptance of the Offer, can specify a smaller number of Shares for electing the Cash Alternative than its registered holding.

附註: 請填上接納要約之股份總數。倘並無指定數目或倘本表格內指定之總數超過或低於閣下登記持有之股份(以股票、過戶收據及/或任何其他所有權文件)及/或任何就此所需之一份或多份令人信納的彌償保證書證明，而閣下已簽署本接納表格，則本接納表格將予退回。閣下更正及再次提交，任何經更正接納表格必須於二零二一年八月二十四日(星期二)下午四時正或要約人根據收購守則可能公佈及執行人自批准之其他較後時間及/或日期前再行提交並迅速過戶登記處。為免生疑問，就接納要約接受股份實益擁有人指示之香港中央結算(代理人)有限公司，可就選擇現金方案指定較其登記持有之股份為少之股份數目。

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 otherwise transferred all your Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

CLSA Limited and CICC are making the Offer on behalf of the Offeror. The making of the Offer to overseas Shareholders may be affected by the laws and regulations of the relevant jurisdictions. If you are an overseas Shareholder, you should observe all applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Offer. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror, CLSA Limited, CICC and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer (and any revision thereof), and that you have obtained all requisite governmental, exchange control or other consents and complied with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is conditional. Shareholders are advised to read the Composite Document and when necessary, seek professional advice before completing this Form of Acceptance. To accept the Offer made by CLSA Limited and CICC on behalf of the Offeror, you must acquire your Shares at a cash price of HK\$7.12 per Share or the Share Alternative (for the avoidance of doubt, you may not elect a combination of the Cash Alternative and the Share Alternative), you should complete and sign this Form of Acceptance overleaf and forward this entire form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) and the KYC Documents in relation to election of the Share Alternative only, for your entire registered holding of Share(s), by post or by hand, marked "Clear Media Limited Offer" to the Registrar, Tricor Tengis Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, no later than 4:00 p.m. on Tuesday, August 24, 2021, or such later time(s) and/or date(s) as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code. For the avoidance of doubt, HKSCC Nominees Limited can specify a smaller number of Shares for electing the Cash Alternative than its registered holding. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

Failure to comply with this requirement of single consideration election would render the relevant Offer Shareholder's election of the Share Alternative being rejected and such Offer Shareholder is deemed to have elected and will receive the Cash Alternative for all his/her/its interests in the Offer Shares tendered by that Offer Shareholder subject to the Offer becoming unconditional in all respects. Any Offer Shareholder who has returned a completed and executed Form of Acceptance but (a) does not make any election as to the Share Alternative or Cash Alternative; (b) makes an election of the Share Alternative which is not valid in accordance with the terms of the Offer (e.g. due to the same Offer Shareholder's election of the Cash Alternative); or (c) elects the Share Alternative and fails to submit all KYC Documents as required herein or by the Offeror, will be deemed to have elected the Cash Alternative and will receive the Cash Alternative subject to the Offer becoming or being declared unconditional in all respects.

For the purpose of ensuring accuracy of the registered ownership of the Holdco Shares and satisfying compliance requirements applicable to shareholders of a Cayman-incorporated company, only the registered Offer Shareholders i.e. those whose names appear on the register of members of the Company with physical share certificates are allowed to elect the Share Alternative. If an Offer Shareholder or Shareholder of the Holdco Shares wishes to elect the Share Alternative, such Offer Shareholder is required to instruct his/her securities dealer/custodian/bank to withdraw the Offer Shares from CCASS and arrange for the transfer of those Shares into his/her/its own name as soon as possible thereafter before the relevant deadline for election.

If you wish to elect for Share Alternative for all of the Shares registered in your name, together with the lodging of a duly completed and signed Form of Acceptance in accordance with the instructions herein, unless otherwise agreed with the Offeror, you must also lodge the following documents (which shall be in English or accompanied by an English translation which is certified as a true translation) to comply with the relevant anti-money laundering requirements of the Cayman Islands: (a) if you are an individual, you must provide a certified true copy each of (i) your valid passport and (ii) proof of your residential address which shall be issued within the last three months of the date of acceptance; (b) if you are a corporation, you must provide a certified true copy each of (i) your certificate of incorporation, (ii) your constitutional document, (iii) your register of members (or equivalent) and (iv) your register of directors (or equivalent). Such documents shall be certified as true copies by a solicitor, a certified public accountant or a notary public. The Offeror and the Company reserve the discretion to request for additional evidence or documents as may be required for the purpose of complying with the relevant anti-money laundering requirements of the Cayman Islands.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: **The Offeror and CLSA Limited and CICC**

1. My/Our execution of this Form of Acceptance overleaf (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by CLSA Limited and CICC for and on behalf of the Offeror, as contained in the Composite Document, for the consideration 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 and/or CLSA Limited and/or CICC 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 delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), 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 was/were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to the Offeror and/or CLSA Limited and/or CICC or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the Cash Alternative and to execute the contract note as required by the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and entitled under the terms of the Offer, by ordinary 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 soon as possible but in any event within seven (7) Business Days of the date of receipt by the Registrar of a complete and valid acceptance of the Offer, or of the date on which the Offer becomes or is declared unconditional in all respects, whichever is the later;
(Note: Insert name and address of the person to whom the cheque or share certificate is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in BLOCK LETTERS) _____
Address: (in BLOCK LETTERS) _____
 - (d) my/our irrevocable instruction and authority to the Offeror and/or CLSA Limited and/or CICC and/or 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 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 Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to the Offeror and/or CLSA Limited and/or CICC and/or the Registrar and/or such person or persons as any of them may direct to complete and execute this Form of Acceptance or 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 of the Offer;
 - (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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from any Encumbrances and together with all rights and entitlements attaching or accruing thereto including, without limitation, the right to receive all dividends and other distributions, if any, the record date of which is on or after the date on which the Offer is made (i.e. the date of the despatch of the Composite Document); and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CLSA Limited and/or CICC and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. By completing, signing and submitting this Form of Acceptance, I hereby represent and warrant to the Company and the Offeror that: (a) I/we may lawfully be offered, take up, obtain and receive the Holdco Shares in the jurisdiction in which I/we reside or am/are currently located; (b) I am/we are not resident or located in, or a citizen of any territory where it would be unlawful to elect for the Share Alternative and/or receive the Holdco Shares; (c) I am/we are not electing for the Share Alternative and/or receiving the Holdco Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of any territory where it would be unlawful to elect for the Share Alternative and/or receive the Holdco Shares at the time the instruction to elect was given; (d) I am/we are not taking up for the account of any person who is located in any territory where it would be unlawful to elect for the Share Alternative and/or receive the Holdco Shares unless: (i) the instruction to elect for the Share Alternative and/or receive the Holdco Shares was received from a person outside any territory where it would be unlawful to elect for the Share Alternative and/or receive the Holdco Shares; and (ii) the person giving such instruction has confirmed that it (aa) has the authority to give such instruction, and (bb) either (x) has investment discretion over such account or (y) is an investment manager or investment company that is electing for the Share Alternative and/or receiving the Holdco Shares; (e) I am/we are not electing for the Share Alternative and/or receiving the Holdco Shares with a view to the offer, sale, allotment, taking up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of such Holdco Shares into any territory where it would be unlawful to elect for the Share Alternative and/or receive the Holdco Shares; (f) I/we understand that the Holdco Shares have not been or will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S.; and (g) you agree to provide such additional document or evidence as may be required for the purpose of complying with the relevant anti-money laundering requirements of the Cayman Islands, failing which you acknowledge that your election for the Share Alternative may be rejected at the discretion of the Offeror.
3. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, CLSA Limited, CICC and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold free from any Encumbrances and together with all rights and entitlements attaching or accruing thereto including, without limitation, the right to receive all dividends and other distributions, if any, the record date of which is on or after the date on which the Offer is made (i.e. the date of the despatch of the Composite Document); and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, their beneficial owner and parties acting in concert with any of them, the Company, CLSA Limited, CICC or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
4. In the event that my/our acceptance is not valid, 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 you to return to me/us my/our 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), 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(c) 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: If I/we submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or CLSA Limited and/or CICC or any of their agent(s) from the Company or the Registrar on my/our behalf, I/we shall be returned such share certificate(s) in lieu of the transfer receipt(s).
5. 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) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Offer.
6. I/We warrant and represent to the Offeror, CLSA Limited, CICC and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this Form of Acceptance and 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.
7. I/We warrant and represent to the Offeror, CLSA Limited, CICC and the Company that I/we have observed and are permitted under all applicable laws and regulations 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 duties 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.
8. I/We warrant to the Offeror, CLSA Limited, CICC and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties 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.
9. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
10. 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.
11. I/We understand that no acknowledgement of receipt of any Form of Acceptance, 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) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
12. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, CLSA Limited, CICC and the Company (so as to bind my/our successors and assignees) that, subject to the Offer having become or been declared unconditional in all respects, in respect of the Shares which are accepted under the Offer, 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 in person 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.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格任何部分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。

閣下如已將名下之股份全部售出或以其他方式轉讓，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經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理人，以便轉交買主或承讓人。

里昂證券及中金公司茲代表要約人提出要約，向海外股東提出要約或會受到有關司法權區之法例及規例影響。倘閣下為海外股東，閣下應自行遵守所有適用法律及監管規定，並於有需要時尋求獨立法律意見。閣下如欲接納要約，則有責任自行確保就此全面遵守有關司法權區之法例及規例，包括取得可能所需之一切政府、外匯管制或其他同意，以及遵守一切所需之正式手續及監管或法律規定。閣下亦須就接納要約應付之任何有關發行費、轉讓費或其他稅項或徵費負全責。閣下接納要約即構成閣下向要約人、里昂證券、中金公司及本公司所作之聲明及保證，表示閣下已遵守所有適用法律及規例以及根據所有適用法律及規例獲允許接收及接納要約(及其任何修訂)，而閣下已根據一切必要正式手續及遵守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，並已就有關接納支付閣下於任何地區應付之所有發行費、轉讓費或其他稅項或徵費或其他所需款項，而有關接納將根據一切適用法律及規例屬有效及具約束力。本接納表格應與隨附之綜合文件一併閱覽。

本接納表格之填寫方法

要約附帶條件。股東於填寫本接納表格前務請閱覽綜合文件及尋求專業意見(如有需要)。為接納里昂證券及中金公司代表要約人就每股股份7.12港元之現金價格收購閣下之股份或股份方案(為免生疑問，閣下不得選擇現金方案兼股份方案)所提出之要約，閣下應填妥及簽署本接納表格背頁，並將整份表格連同閣下登記持有之全部股份之相關賬目及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人可信納之一份或多份彌償保證書)以及有關選擇股份方案之客戶文件，不遲於二零二一年八月二十四日(星期二)下午四時正(或要約人按照收購守則並經執行人員同意後可能決定及公佈之有關較後時間及/或日期)郵寄或由專人送交股份過戶登記處卓華登捷時其登記公司，地址為香港皇后大道東183號合和中心54樓(須註明「白馬戶外媒體有限公司要約」)。為免生疑問，香港中央結算(代理人)有限公司可選擇現金方案指定較其登記持有之股份為少之股份數目。綜合文件附錄一所載之條款納入本接納表格並構成其中部分。

倘未能遵守此單一代表選擇規定，相關要約股東對股份方案之選擇將遭拒絕，而該要約股東將被視為已選擇現金方案，並將於要約在各方面成為無條件後，就於該要約股東所提呈要約股份中之所有權益獲得現金方案。任何要約股東如已交回填妥及簽署的接納表格，惟(a)未就股份方案或現金方案作出任何選擇；(b)對股份方案的選擇根據要約條款無效(例如由於同一要約股東選擇現金方案)；或(c)選擇股份方案及未有按本接納表格或要約人之要求提交所有客戶文件，則將被視為已選擇現金方案，並將於要約在各方面成為或宣佈為無條件後獲得現金方案。

為確保控股公司股份登記所有權之準確性及符合適用於閣下開曼註冊成立公司股東之合規規定，僅登記要約股東(即名列本公司股東名冊並持有實物股票之股東)獲允許選擇股份方案。倘透過中央結算系統持有發售股份之要約股東欲選擇股份方案，則該要約股東須指示其證券交易商/託管銀行向中央結算系統提取發售股份，並於有關選擇截止日期前儘快安排將該等股份轉入其本人名下。

如閣下有意就以閣下之名義登記之所有股份選擇股份方案，按本接納表格之指示提交填妥及簽署之接納表格之同時，除非要約人另行同意，否則閣下亦須提交下列文件(應為英文或隨附核證為真實譯本之英文翻譯)以遵守開曼群島相關反洗錢規定：(a)倘閣下為個人，須提供以下各項之經核證真實副本：(i)閣下之有效護照及(ii)閣下之住址證明(須於接納日期最近三個月內出具)；及(b)倘閣下為法團，須提供以下各項之經核證真實副本：(i)閣下之公司註冊證書；(ii)閣下之章程文件；(iii)閣下之股東名冊(或等同文件)；及(iv)閣下之董事名冊(或等同文件)。該等文件應由律師、執業會計師或公證人核實為真實副本。要約人及本公司保留要求就遵守開曼群島相關反洗錢規定而可能需要之其他憑證或文件之酌情權。

有關要約之接納表格

致：要約人及里昂證券及中金公司

1. 本人/吾等一經簽立本接納表格之背頁(不論該表格是否已註明日期)，本人/吾等之繼承人及受讓人將受此約束，並將構成：

(a) 本人/吾等不可撤回地就本接納表格上所註明之股份數目，按照及根據綜合文件及本接納表格所述之代價及受其條款及條件所規限，接納綜合文件所載由里昂證券及中金公司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及/或里昂證券及/或中金公司或彼等各自之代理，代表本人/吾等交付隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(如有)及/或就此所需任何令人可信納之一份或多份彌償保證書，憑此向本公司或股份過戶登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交股份過戶登記處，以及授權及指示股份過戶登記處按照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交回股份過戶登記處；

(c) 本人/吾等不可撤回地指示及授權要約人及/或里昂證券及/或中金公司或彼等各自之代理，就本人/吾等根據要約條款應得之方式，以「不得轉讓一只准入抬頭人賬戶」方式向本人/吾等開出劃線支票(就現金方案而言)，或向本人/吾等發出控股公司股票(就股份方案而言)，然後儘早地無論如何以普通郵遞方式寄予以下人士，或倘並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寄予本人或吾等當中之名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；

(附註：倘收取支票或股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。)

姓名：(請用正楷填寫) _____

地址：(請用正楷填寫) _____

(d) 本人/吾等不可撤回地指示及授權要約人及/或里昂證券及/或中金公司及/或股份過戶登記處及/或彼等任何一方可能就此指定之人士，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，並按照該條例之條文安排該單據加蓋印花及安排在本接納表格背書證明；

(e) 本人/吾等不可撤回地指示及授權要約人及/或里昂證券及/或中金公司及/或股份過戶登記處及/或彼等任何一方可能指定之人士，代表本人/吾等填妥及簽立本接納表格或任何其他有關本人/吾等接納要約之文件，並作出任何其他可能屬必要或權宜之行為，以將本人/吾等交回以接納要約之股份轉歸要約人及/或其可能指定之人士所有；

(f) 本人/吾等承諾於可能屬必要或合宜時簽立有關其他文件及作出有關行為及事項，以進一步確保本人/吾等根據接納要約所交之股份轉讓予要約人或其可能指定之人士，而該等股份已繳足股款且不附帶任何產權負擔，並連同累積或附帶之一切權利和權益，包括但不限於收取所有股息及其他分派(如有)之權利，前提是記錄日期為要約作出當日或之後日期(即寄發綜合文件之日)；及

(g) 本人/吾等同意追認要約人及/或里昂證券及/或中金公司及/或本公司或彼等各自之代理或彼等任何一方可能指定之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。

2. 藉填妥、簽署及提交本接納表格，本人謹此向本公司及要約人聲明並保證：(a)本人/吾等可於本人/吾等居住或本人/吾等目前身處的司法權區合法地被提呈發售、承購、獲取及收取控股公司股份；(b)本人/吾等並非選擇股份方案及/或收取控股公司股份將屬不合法之任何領土之居民或身處當地或當地之公民；(c)本人/吾等並非按非全權委託基準為發出售選擇指示時倘選擇股份方案及/或收取控股公司股份將屬不合法之任何領土之居民或身處當地之人士或當地公民之人士選擇股份方案及/或收取控股公司股份；(d)本人/吾等不會為身處選擇股份方案及/或收取控股公司股份將屬不合法之任何領土之任何人士之賬戶作出承購，除非：(i)選擇股份方案及/或收取控股公司股份之指示乃收取自選擇股份方案及/或收取控股公司股份將屬不合法之任何領土以外之人士；及(ii)發出該指示之人士已確認其(aa)有權發出該指示，並且(bb)(x)對該賬戶擁有投資酌情權或(y)為選擇股份方案及/或收取控股公司股份之投資經理或投資公司；(e)本人/吾等並非為直接或間接要約、出售、配發、承購、行使、轉售、放棄、質押、轉讓、交付或分派有關控股公司股份至選擇股份方案及/或收取控股公司股份將屬不合法之任何領土而選擇股份方案及/或收取控股公司股份；(f)本人/吾等明白，控股公司股份並未亦不會根據美國證券法或於美國任何州、領土或領地之任何證券監管機構登記；及(g)閣下同意外文或憑證，倘未能提供，可能屬必要或權宜之任何額外文件或憑證，倘未能提供，閣下確認要約人可酌情決定拒絕閣下對股份方案之選擇。

3. 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、里昂證券、中金公司及本公司聲明及保證，(i)本人/吾等所持將根據要約被收購之股份，於出售時或不附帶任何產權負擔，並連同提出附帶或累積之一切權利和權益，包括但不限於收取所有股息及其他分派(如有)之權利，前提是記錄日期為要約作出當日或之後日期(即寄發綜合文件之日)；及(ii)本人/吾等並非無採取或遺漏任何行動而將會將要約人(彼等之實益擁有人及/或其等任何一致行動之人士、本公司、里昂證券、中金公司或任何其他人士)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，且本人/吾等根據所有適用法律及規例獲允許接收及接納要約及其任何修訂，而按照所有適用法律及規例，該接納乃屬有效及具約束力。

4. 倘本人/吾等之接納按照要約條款屬無效，則上文第1段所載之所有指示、授權及承諾將告終止。在此情況下，本人/吾等授權並懇請閣下將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人可信納之一份或多份彌償保證書)連同已正式註銷之本接納表格(如以普通郵遞方式一併寄予上文第1(c)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之名列首位者(如為聯名登記股東)，郵誤風險概由本人/吾等承擔。

附註：倘本人/吾等於接納要約時提交過戶收據，而要約人及/或里昂證券及/或中金公司或彼等之任何代理在此期間代表本人/吾等從本公司或股份過戶登記處領取有關股票，則發還予本人/吾等者將為該(等)股票而非過戶收據。

5. 本人/吾等閣下本人/吾等持有之全部/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/或就此所需並令人可信納之一份或多份彌償保證書)，將由閣下按要約之條款及條件持有。

6. 本人/吾等向要約人、里昂證券、中金公司及本公司保證及聲明，本人/吾等為本接納表格所列股份數目之登記股東，而本人/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/吾等股份之所有權及擁有權。

7. 本人/吾等向要約人、里昂證券、中金公司及本公司保證及聲明，本人/吾等已遵守所有適用法律及規例，以及根據所有適用法律及規例獲允許接納要約及其任何修訂；而本人/吾等已取得一切所需政府、外匯管制或其他方面之同意，以及遵守所有必要正式手續及監管或法律規定辦理一切登記或存檔手續；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徵費或其他所需款項；而有關接納將根據一切適用法律及規例屬有效及具約束力。

8. 本人/吾等向要約人、里昂證券、中金公司及本公司保證，本人/吾等將就支付在本公司股東名冊所示本人/吾等地址所在司法權區關於本人/吾等接納要約方面之任何轉讓或其他稅項及徵稅負全責。

9. 本人/吾等知悉，除綜合文件及本接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回。

10. 本人/吾等知悉，本人/吾等以接納要約之方式售予要約人或其代理人之義或繼承人之名義登記。

11. 本人/吾等明白，任何接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人可信納之一份或多份彌償保證書)概不獲發確認收據。本人/吾等亦明白所有文件將以普通郵遞方式寄出，郵誤風險概由本人/吾等自行承擔。

12. 本人/吾等就根據要約已獲接納，而其接納並未被有效撤回及並非以要約人之名義或按其指示登記之股份，待要約於各方面成為或宣佈為無條件，向要約人、里昂證券、中金公司及本公司不可撤回地承諾、聲明、保證及同意(以約東本人/吾等之繼承人及受讓人)：

(a) 本人/吾等授權本公司及/或其代理將可須向本人/吾等作為本公司股東之繼承人任何通告、通函、單據或其他文件或通訊(包括任何股票及/或因將該等股份轉為證書形式而發出之其他所有權文件)送交股份過戶登記處(地址為香港皇后大道東183號合和中心54樓)予要約人；

(b) 不可撤回地授權要約人或其任何代表本人/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投票權，而該等投票將以要約人全權酌量釐定之方式作出；及

(c) 本人/吾等協定，在未經要約人之同意下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親身出席股東大會，以及在上述規限下，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)出席該等大會或作出投票，則本人/吾等謹此聲明撤回有關委任。

為免生疑問，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受限於任何上述聲明或保證。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, CLSA Limited, CICC, 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

To accept 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 rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purpose

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 the Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Share(s);
- 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 the financial advisers and 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, CLSA Limited, CICC, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CLSA Limited, CICC, the Company and/or the Registrar to discharge their obligations to the Shareholders and/or regulators 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 and/or CLSA Limited and/or CICC and/or 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, CLSA Limited, CICC, the Company and/or any of their agents and/or the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or CLSA Limited and/or CICC and/or 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or CLSA Limited and/or CICC and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror, CLSA Limited, CICC, the Company and the Registrar will keep the personal data provided in this form 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.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or CLSA Limited and/or CICC and/or the Company and/or the Registrar 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 CLSA Limited and/or CICC and/or the Company 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, CLSA Limited and/or CICC, 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

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於約人、里昂證券、中金公司、本公司及股份過戶登記處對個人資料之政策及慣例以及香港法例第486章個人資料(私隱)條例(「條例」)。

1. 收集閣下個人資料之原因

為就閣下之股份接納要約，閣下須提供所需個人資料，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。這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；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 自要約人及/或其代理人(例如財務顧問)及股份過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權利申索；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露；
- 有關要約人、里昂證券、中金公司、本公司及/或股份過戶登記處業務之任何其他用途；及
- 有關上文任何其他附帶或關連用途及/或令要約人、里昂證券、中金公司、本公司及/或股份過戶登記處得以履行彼等對股東及/或監管機構之責任及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及/或里昂證券及/或中金公司及/或本公司及/或股份過戶登記處為達致上述或有關任何上述用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、里昂證券、中金公司、本公司及/或其任何代理人及/或股份過戶登記處；
- 為要約人及/或里昂證券及/或中金公司及/或本公司及/或股份過戶登記處之業務經營而向彼等提供行政、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；
- 與閣下進行交易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
- 要約人及/或里昂證券及/或中金公司及/或本公司及/或股份過戶登記處於有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

要約人、里昂證券、中金公司、本公司及股份過戶登記處將按收集個人資料所需用途保留本表格所收集之個人資料。無需保留之個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

條例規定，閣下有權確認要約人及/或里昂證券及/或中金公司及/或本公司及/或股份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。依據條例，要約人及/或里昂證券及/或中金公司及/或本公司及/或股份過戶登記處有權就處理任何資料之存取請求收取合理手續費。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別之資料之所有請求，須提交予要約人、里昂證券及/或中金公司、本公司或股份過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。