

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 20 October 2023 (the "Composite Document") jointly issued by Kyosei Technology Inc. and B & D Strategic Holdings Limited.

除文義另有所指外，本接納表格所用詞彙與Kyosei Technology Inc.及B & D Strategic Holdings Limited聯合刊發日期為二零二三年十月二十日之綜合要約及回應文件(綜合文件)所界定者具有相同涵義。

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之內容概不負責，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份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.

閣下如欲接納要約，請使用本接納表格。



B & D Strategic Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限責任公司)

(Stock Code: 1780)

(股份代號：1780)

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER OF ORDINARY SHARE(S) OF

B & D STRATEGIC HOLDINGS LIMITED

B & D Strategic Holdings Limited之普通股之要約接納及轉讓表格

All parts should be completed except the sections marked "Do not complete"

除註明「請勿填寫本欄」之部分外，每項均須填寫

Hong Kong Branch Share Registrar and Transfer Office: Boardroom Share Registrars (HK) Limited (the "Registrar")

2103B, 21/F, 148 Electric Road, North Point, Hong Kong

香港股份過戶登記分處：寶德隆證券登記有限公司(過戶登記處)

香港北角電氣道148號21樓2103B室

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the ordinary shares of B & D Strategic Holdings Limited (the "Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 下述「轉讓人」謹此按下列代價接納要約，向下述「承讓人」轉讓以下註明轉讓人所持有之B & D Strategic Holdings Limited之普通股(「股份」)，惟須遵守本表格及隨附之綜合文件內之條款及條件。		
Number of Shares to be transferred (Note) 將予轉讓之股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及詳細地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或用正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
	Registered address 登記地址	
		Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.503 in cash for each Offer Share 每股要約股份現金0.503港元	
TRANSFEEE 承讓人	Name 名稱：Kyosei Technology Inc.	
	Registered address 登記地址：Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands	
	Occupation 職業：	Corporation 法人團體

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
轉讓人或其正式獲授權代表簽署/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

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions contained herein and in the accompanying Composite Document, and that the signing and submission of this Form of Acceptance by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.

署名股東謹此確認要約受本表格及隨附之綜合文件內之條款及條件所規限，且由署名股東簽署及呈交本接納表格並不令據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須於下文所列轉讓日期由承讓人簽署，方可作實。

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：	For and on behalf of 代表 Kyosei Technology Inc. Authorised Signatory(ies) 授權簽署人
Name of Witness 見證人姓名：	
Address of Witness 見證人地址：	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署
Occupation of Witness 見證人職業：	
Date of Transfer 轉讓日期：	

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted in the box title "Number of Shares to be transferred" or a number of Shares inserted is greater than the number of Shares held by you or is greater or smaller than the number of Shares represented by the certificate for Shares tendered for acceptance of the Offer, the 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。倘並無於「將予轉讓之股份數目」一欄上填上股份數目或填上的股份數目大於閣下所持有的股份數目或大於或小於就接納要約呈股票所顯示的股份數目，則表格將退還予閣下以作更正及重新提交。任何已更正表格須於接納要約的最終限期或之前重新提交及由過戶登記處接獲。

← ALL JOINT REGISTERED SHAREHOLDERS MUST SIGN HERE 所有聯名登記股東均須於本欄簽署

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), 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 onward transmission to the purchaser(s) or transferee(s).

Get Nice is making the Offer available to all Independent Shareholders for and on behalf of the Offeror. However, the Offer to persons not residing in Hong Kong may be affected by the laws of the relevant jurisdiction in which they are resident. The making of the Offer to persons with a registered address outside of Hong Kong may be prohibited or limited by the laws or regulations of the relevant jurisdictions. If you are an Overseas Shareholder who is a citizen, resident or national of a jurisdiction outside Hong Kong, you should observe all applicable legal or 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 with the acceptance of the Offer, 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 payable by you in respect of the acceptance of the Offer. Acceptance of the Offer by you will constitute a warranty by you to the Offeror, the Company, Get Nice, the Registrar, any parties acting in concert with any of them and any of their respective ultimate beneficial owners, directors, officers, agents or associates 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 in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes 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 unconditional in all respect. Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Offer made by Get Nice on behalf of the Offeror to acquire your Shares at a cash price HK\$0.503 per Offer Share, you should duly 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 evidence of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for number of Shares in respect of which you wish to accept the Offer, by post or by hand in an envelope marked "B & D Strategic Holdings Limited – Offer", to the Registrar, at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong, no later than 4:00 p.m. on Friday, 10 November 2023 or such later time(s) and/or date(s) as the Offeror may determine, and the Offeror and the Company may jointly announce with the consent of the Executive in accordance with the Takeovers Code. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "5. Nominee Registration" in the Appendix I of the Composite Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE

To: The Offeror and Get Nice

1. My/Our execution of this Form of Acceptance shall be binding on my/our successors and assignees, and shall constitute:

- (a) my/our irrevocable acceptance of the Offer made by Get Nice 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. If no number is inserted in the box title "Number of Shares to be transferred" or a number of Shares inserted is greater than the number of Shares held by me/us or is greater or smaller than the number of Shares represented by the certificate for Shares tendered for acceptance of the Offer and I/we have signed this form, this form will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time of acceptance of the Offer. I understand that, if the number of shares shown in the share certificate is not wholly accepted by me, I shall apply to the Registrar for new share certificate representing such number of shares to be accepted and shown in the Form of Acceptance;
- (b) my/our irrevocable instruction and authority to each of the Offeror, Get Nice and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates 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 share certificate(s) and/or transfer receipt(s) and/or other evidence 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 each of the Offeror, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates 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 (less 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 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 no later than seven Business Days from the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;

(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)

Name: (in BLOCK LETTERS)

Address: (in BLOCK LETTERS)

- (d) my/our irrevocable instruction and authority to each of the Offeror, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates, 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 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 each of the Offeror, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates, 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 purposes of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer, including but not limited to the insertion of a date in this Form of Acceptance where the Form of Acceptance is undated;
 - (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 free from all liens, charges, options, claims, equity, rights of pre-emption and any other third party rights or encumbrances of any nature whatsoever and together with all rights at any time accruing or attaching to them, including the rights to receive dividends and distributions declared, made or paid on or after the date 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, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates on the exercise for any rights contained herein.
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, the Company, Get Nice and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates that the Shares held by me/us to be acquired under the Offer are sold free from all any 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 or any other third party rights of any nature and together with all rights at any time accruing or attaching to them, including the rights to receive dividends and distributions declared, made or paid on or after the date of the Composite Document.

3. 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 evidence of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form 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 you submit one or more 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, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates on your behalf, you will be returned such share certificate(s) 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 evidence 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. 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 evidence 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.
5. I/We warrant and represent to the Offeror, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates 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.
6. I/We warrant to the Offeror, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates that I/we have observed and 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 and its concert parties, the Company, Get Nice, the Registrar 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.
7. I/We warrant to the Offeror, the Company, Get Nice, and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us 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 the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
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 Offeror or its nominee.
10. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, the Company, Get Nice, (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted, 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 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 evidence of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar at 2103B, 21/F, 148 Electric Road, North Point, 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 of 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.

本接納表格乃重要文件，閣下須即時處理。

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轉讓，應立即將本接納表格連同隨附之綜合文件一併送交買主或承讓人，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，以便轉交買主或承讓人。

結好代表要約人向所有獨立股東提出要約。然而，向並非香港居民的人士作出要約可能受到彼等所居住的相關司法權區法律影響。向登記地址位於香港境外司法權區的人士作出要約，可能被相關司法權區的法律或法規禁止或限制。倘閣下為海外股東(位於香港境外司法權區的公民、居民及國民)，閣下應遵守所有適用法律或監管規定，並在必要時尋求獨立法律意見。閣下如欲接納要約，須就接納要約自行信納全面遵守有關司法權區之相關法律及法規，包括獲得一切所需之政府、外匯管制或其他方面之同意，以及遵守一切所需手續及監管或法律規定。閣下亦將須負責支付就接納要約應付之任何有關發行費、轉讓費或其他稅項。閣下接納要約，即構成閣下向要約人、本公司、結好、過戶登記處、彼等任何一致行動人士及彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人保證，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要約及其任何修訂；而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他方面之同意，並已支付閣下於任何地區接納而應付之所有發行費、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。

本接納表格應連同隨附之綜合文件一併閱覽。

本接納表格之填寫方法

要約於所有方面為無條件。股東於填寫本接納表格前，務請先閱讀綜合文件。如欲接納結好代表要約人以現金每股要約股份0.503港元之價格收購閣下之股份所提出的要約，應填妥及簽署背頁之本要約接納及轉讓表格，並將整份表格，連同就閣下擬接納要約的有關數目股份的有關股票及/或過戶收據及/或任何其他所有權證明(及/或任何就此所需令人信納的一份或多份彌償保證書)，一併以郵寄或專人送交方式送抵過戶登記處，地址為香港北角電氣道148號21樓2103B室；信封面標註「B & D Strategic Holdings Limited - 要約」，惟無論如何不得遲於二零二三年十一月十日(星期五)下午四時正，或要約人在執行人員同意下根據收購守則可能釐定及要約人及本公司聯合公佈之較後時間及/或日期。綜合文件附錄一之條文已載入並構成本接納表格之一部份。

注意事項：如閣下以代名人或其他身份代表另一位人士持有股份，敬請閱覽綜合文件附錄一「5. 代名人登記」一節，尤其關於閣下應加以考慮的該等事項。

接納表格

致：要約人及結好

1. 本人/吾等一經簽立本接納表格，本人/吾等之承繼人及受讓人將受此約束，並表示：

- 本人/吾等不可撤回地就本接納表格上所註明數目之股份，按照及根據綜合文件及本接納表格所述之代價、條款及條件接納綜合文件所載由結好代表要約人提出之要約。倘並無於「將予轉讓之股份數目」一欄上填上有關股份數目或填上的股份數目大於本人/吾等所持有的股份數目或大於或等於就接納要約提呈股票所顯示的股份數目，而本人/吾等已簽署本表格，則本表格將退還予本人/吾等以作更正及重新提交。任何已更正表格將須於接納要約的最終限期或之前重新提交及由過戶登記處接獲。本人知悉，若股票所示之股份數目並非由本人悉數接納，則本人應向過戶登記處申請新股票，以代表將予接納並於接納表格上列示的有關股份數目；
- 本人/吾等不可撤回地指示及授權要約人、結好及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人各人，代表本人/吾等交付附隨經本人/吾等正式簽署之股票及/或過戶收據及/或其他所有權證明(如有)(及/或就此所需令人信納的一份或多份彌償保證書)，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，以及授權及指示過戶登記處按照及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交回過戶登記處；
- 本人/吾等不可撤回地指示及授權要約人、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人各人，就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等有關本人/吾等接納要約應付之賣方從價印花稅)，以「不得轉讓 - 只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後不遲於過戶登記處接獲一切有關文件致使要約項下之接納為完整及有效之日起計七個營業日內，按以下地址以平郵方式寄予以下人士；如下欄並無填上姓名及地址，則按本公司之股東名冊所示登記地址，寄予本人或吾等當名名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等自行承擔；

(附註：如收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在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).....

- 本人/吾等不可撤回地指示及授權要約人、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人各人，代表本人/吾等以根據要約將予出售股份之賣方身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之買賣單據，並根據該條例規定在本接納表格上加蓋印花及背書證明；
- 本人/吾等不可撤回地指示及授權要約人、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人各人，代表本人/吾等修訂及簽立與本人/吾等接納要約有關的任何文件，以及採取任何其他其可能屬必需或合理的行動，以使本人/吾等提交接納要約的股份歸屬於要約人或其可能指定的一名或多名人士所有，包括但不限於在並無註明日期的本接納表格上加日期；
- 本人/吾等承諾於可能屬必需或合宜時簽立其他文件並作出其他行動及事宜，以進一步確保本人/吾等根據要約之接納轉讓予要約人或其可能指定之該名或該等人士之股份，並不附帶任何留置權、押記、購股權、優先購買權及其他任何性質之第三方權利或產權負擔，並連同任何時候應計及附帶的所有權利，包括享有綜合文件日期或之後宣派、作出或派付的股息及分派的權利；及
- 本人/吾等同意追認要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人，於行使本表格所載任何權利時作出或進行之任何行動或事宜。

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、本公司、結好及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人保證，本人/吾等所持將根據要約被收購之股份，於出售時並不附帶任何人士之任何權益或衡平權(包括任何收購權、購股權、優先購買權或轉換權)或任何按揭、押記、質押、留置權、轉讓權、押貨預支、抵押權益、業權留置或任何其他其抵押協議或安排，或就增設上述各項而作出之任何協議或任何其他任何性質的權利並連同任何時候應計及附帶的所有權利，包括享有綜合文件日期或之後宣派、作出或派付的股息及分派的權利。

3. 倘若根據要約之條款，本人/吾等之接納為無效，則上文第1段所載一切指示、授權及承諾均會終止，在此情況下，本人/吾等授權並要求閣下將本人/吾等之股票及/或過戶收據及/或任何其他所有權證明(及/或就此所需令人信納的一份或多份彌償保證書)，連同已予正式註銷之本表格，以平郵方式一併寄回名列上述第1(c)段之人士及地址；如上欄並無填上姓名及地址，則按本公司之股東名冊所示登記地址寄回予本人或吾等當名名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等自行承擔。

附註：如閣下於接納要約時提交一份或多份過戶收據，而與此同時要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人中任何一方已代表閣下領取有關股票，則閣下將獲發還有關股票，而並非上述過戶收據。

4. 本人/吾等謹此附上本人/吾等所持全部/部分股份之有關股票及/或過戶收據及/或任何其他所有權證明(及/或就此所需令人信納的一份或多份彌償保證書)，由閣下按照要約之條款及條件予以保存。本人/吾等明白將不會就任何接納表格、股票及/或過戶收據及/或任何其他所有權證明(及/或任何就此所需令人信納的一份或多份彌償保證書)獲發收據。本人/吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人/吾等自行承擔。

5. 本人/吾等謹此向要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人保證及聲明，本人/吾等為本接納表格指定股份數目之登記股東，而本人/吾等擁有全部權利、權力及權限，透過接納要約之方式向要約人出售及轉讓本人/吾等所持股份之所有權及擁有權。

6. 本人/吾等向要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人保證，本人/吾等已遵守本人/吾等於本公司之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要約及其任何修訂；而本人/吾等已取得全部所需政府、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及其一致行動人士、本公司、結好、過戶登記處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。

7. 本人/吾等向要約人、本公司、結好及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人保證，本人/吾等須就支付本公司之股東名冊所示本人/吾等之地址所在司法權區關於本人/吾等接納要約應付之任何轉讓費或其他稅項及徵費承擔全部責任。

8. 本人/吾等明白，除非綜合文件及本接納表格有明文規定，藉本表格所規定的一切接納、指示、授權及承諾均不可予撤回。

9. 本人/吾等明白，本人/吾等以接納要約之方式售予要約人之股份將以要約人或其代名人義登記。

10. 本人/吾等就已接納而其接納並未被有效撤回及並無以要約人或其所指定人士之名義登記之股份，向要約人、本公司、結好不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之繼承人及受讓人)：

(a) 本人/吾等授權本人及/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、認股權證或其他文件或通訊(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證明)送交過戶登記處(地址為香港北角電氣道148號21樓2103B室)以轉交要約人；

(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，而該等投票權將以要約人全權酌情釐定之方式作出投票；及

(c) 本人/吾等協定，未得要約人同意，不會行使任何相關權利，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，及在上文所規限下，如本人/吾等以往已就本公司的股東大會委任代表(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/吾等謹此明示撤回有關委任。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, the Company, Get Nice, the Registrar and any of their respective ultimate beneficial owners, directors, officers, agents or associates and 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. 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 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 Shareholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, the Company and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates and the Registrar;
- compiling statistical information and Shareholders profile;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims and 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 and/or the Offeror, the Company, Get Nice and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates to discharge its obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree 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, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates 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, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates and overseas principal registrar (if any);
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates and/or the Registrar in connection with the operation of their business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as their bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom Offeror, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates consider(s) 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, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates hold 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, the Company, Get Nice, the Registrar and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates 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, the Company, Get Nice, the Registrar or any of their respective ultimate beneficial owners, directors, officers, agents or associates (as the case may be).

5. Retention of Personal Data

The Offeror, the Company, Get Nice, the Registrar will keep the personal data provided in this 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 Privacy 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、本公司、結好、過戶登記處及彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人及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」)之政策及慣例。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份而接納要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會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：

- 處理閣下之接納申請及核實遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名下股份之轉讓；
- 保存或更新有關股東名冊；
- 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、本公司及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人及過戶登記處之通訊；
- 編製統計資料及股東之資料；
- 確立股東之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便提出主張及進行權益申索；
- 有關要約人、本公司或過戶登記處業務之任何其他用途；及
- 有關上述的任何其他臨時或關連用途及/或令要約人、本公司、結好及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人得以履行其對股東及/或適用法規項下之責任，以及股東可能不時同意或知悉之其他用途。

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、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人為達致上述或當中任何用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取、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、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人及海外總登記處(如有)；
- 向要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人及/或過戶登記處提供與其業務營運有關的行政、電訊、電腦、支付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；
- 已或擬與閣下進行交易之任何其他人士或機構，例如彼等之往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人認為必需或適當之情況下之任何其他人士或機構。

4. 獲取及更正個人資料

該條例賦予閣下權利確定要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人是否持有閣下之個人資料、獲取該資料的副本，以及更正任何錯誤資料。依據該條例，要約人、本公司、結好、過戶登記處及/或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人有權就獲取任何資料之請求收取合理費用。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、本公司、結好、過戶登記處或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人(視乎情況而定)。

5. 保留個人資料

要約人、本公司、結好、過戶登記處將按收集個人資料所需用途保留本接納表格所載之個人資料。無需保留之個人資料將根據私隱條例銷毀或處置。

閣下一經簽署本接納表格即表示同意上述所有條款。