Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the offer document dated 14 June 2024 issued by Hong Kong Technology Venture

除文養另有所指外,本接納素格所用詞彙與香港科技探索有限公司於二零二四年六月十四日刊發之要約文件(「**要約文件**()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 任何部分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。



Hong Kong Technology Venture Company Limited 香港科技探索有限公司

(Incorporated in Hong Kong with limited liability under the Companies Ordinance) (根據公司條例於香港註冊成立之有限公司)

(Stock Code: 1137) (股份代號:1137)

FORM OF ACCEPTANCE OF CONDITIONAL CASH OFFER BY SOMERLEY CAPITAL LIMITED ON BEHALF OF HONG KONG TECHNOLOGY VENTURE COMPANY LIMITED TO BUY-BACK UP TO 100,000,000 SHARES AT HK\$2.15 PER SHARE 由新百利融資有限公司代表 香港科技探索有限公司

提出按每股股份2.15港元回購最多100,000,000股股份之 有條件現金要約之接納表格

Please ONLY complete BOXES 1, 2, 3 and sign BOX 6

(Please see instructions overleaf) 只須填寫第一、二、三格,並於第六格簽署 (請參閱背頁之指示)

Registrar: Computershare Hong Kong Investor Services Limited 過戶登記處:香港中央證券登記有限公司

Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong 香港灣仔皇后大道東183號合和中心17樓1712–1716號舖

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below or any lesser number subject to the terms and conditions contained herein and in the accompanying Offer Document. 根據本表格及附奉的要約文件所載之條款及條件,下列「轉讓人」現按下列代價,將以下註明之股份或任何較少股份數目轉讓予下列「承讓人」。

BOX 1 第一格	\Rightarrow	Number of Sha 接	Number of Shares for which the Offer is accepted (<i>Note</i>) 接納要約之股份數目(<i>附註</i>) Number 數目			Words 大寫	
DO NOT COMPLETE 請勿填寫本欄		Num	Number of Shares to be transferred 將予轉讓股份數目			Words 大寫	
BOX 2 第二格	\Rightarrow	SHARE CERTIFICATE NUMBER(S) 股票號碼					
BOX 3 第三格		Transferor(s) name(s) and address(es) in full		Surname(s) or company name(s) 姓氏或公司名稱		Other Name(s) 名字	
			轉讓人 姓名及詳細地址	Address(es) 地址			
		(Either typ	bewritten or written in block capitals) 請用打字機或以正楷填寫)			Telephone number 電話號碼	
BOX 4 第四格			CONSIDERATION 代價	HK\$2.15 per Share 每股股份2.15港元			
BOX 5	\Rightarrow			Name 名稱:	Hong Kong Technology Venture Company Limited 香港科技探索有限公司		
第五格	V		TRANSFEREE 承讓人	Registered Office 註冊辦事處	HKTV Multimedia and Eco	mmerce Centre, No. 1 Chun Cheong Street, Tseung Kwan O tories, Hong Kong 昌街1號香港電視多媒體及電子商貿中心	
BOX 6 第六格	\Rightarrow	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:				ALL JOINT REGISTERED HOLDERS MUST SIGN HERE 所有聯名登記持有人均須於本欄簽署	
		Signature of witness 見證人簽署					
BOX 7		Name of witness 見證人姓名			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)		
		Address of witness 見證人地址					
		Occupation of witness 見證人職業			Date of submission of this Form of Acceptance 提交本接納表格之日期		
		Do not complete Signed by or on behalf of the Transferee in the presence of: 請勿損食本欄 承議人或其代表在下列見證人見證下簽署:			For and on behalf of代表		
第七格	$\neg v$	請勿填寫本欄	/小阪/八·3人/代日/小/江巴/八/江巴/八/江巴 双- 日 ·		Hong Kong Technology Venture Company Limited - 香港科技探索有限公司		
			Signature of Witness 見證人簽署		H IN LEAST AN TELEVISION		
			Name of Witness 見證人姓名			·	
			Address of witness 見證人地址		- Signature(s) of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署		
			Occupation of witness 見證人職業		Date of transfer 過戶日期		
						·	

Please insert the total number of Shares for which the Offer is accepted. If no number is inserted or if the total number inserted in the form is greater than the Shares tendered by you, 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) (the "Title Documents") or a mark other than a legible number (including \$\scrt{\chi}\$\chi^*\scrt{\chi}^*\scr

andor date(s) as may be announced by the Company in compliance with the Codes and approved by the Escentive.

Subject to the Offer becoming unconditional, the total number of Shares will be the property of the Company from you will be determined by the total number of Shares will not be bought-back by the Company from you will be determined by the total number of Shares to be bought-back from you by the Company in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Company, provided that the total number of Shares which will be bought-back by the Company will not be bought-back by the Company will not be bought-back by the Company will not be supported by the Company will not be bought-back by

Personal Information Collection Statement Personal Data

This personal information collection statement informs you of the policies and practices of the Company, Somerley and the Registrar 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 or compliance with the terms and application procedures set out in this Form of Acceptance and the Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the Register of Members;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Company, Somerley and/or their respective agents, officers and 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 Company, Somerley or the Registrar; and
- any other incidental or associated purposes relating to the above and/
 or to enable the Company, Somerley and/or the Registrar to discharge
 their obligations to the Shareholders and/or regulators and/or under
 applicable regulations, 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 Company and/or Somerley 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 Company, Somerley, any of their respective agents, offices and advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Company and/or Somerley 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 Company and/or Somerley and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Company, Somerley 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 and other applicable law.

5. Access and correction of personal data

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

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

收集個人資料聲明 個人資料

本收集個人資料聲明旨在知會 閣下有關本公司、新百利及過戶登記處以及 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

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要約文件載列之條 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;
- 自本公司、新百利及/或彼等各自之代理人、人員及顧問及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;
- 有關本公司、新百利或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/或令本公司、新百利及/ 或過戶登記處得以履行彼等對股東及/或監管機構及/或適用法 規項下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,惟本公司及/或新百利及/或 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:

- 本公司、新百利、彼等各自之任何代理人、人員及顧問及過戶登 記處;
- 為本公司及/或新百利及/或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
- 本公司及/或新百利及/或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

本公司、新百利及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及其他適用法 律銷毀或處理。

5. 存取及更正個人資料

條例規定, 閣下有權確認本公司及/或新百利及/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。 依據條例,本公司及/或新百利及/或過戶登記處有權就處理任何資 料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,須提交予本公司、新百利或過戶 登記處(視情況而定)。 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 the Offer or as to the action you should take, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

This Form of Acceptance should be read in conjunction with the accompanying Offer Document. The definitions used in the Offer Document apply to this Form of Acceptance, unless the context otherwise requires. The provisions of Appendix I to the Offer Document are deemed to be incorporated in and form part of this Form of Acceptance and should be read carefully by each Qualifying Shareholder.

If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Acceptance and the Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or transferee(s).

Somerley is making the Offer on behalf of the Company. The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing all applicable legal or 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 jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties payable by you in respect of all relevant jurisdictions. The Company, Somerley, the Registrar or any of their respective directors or any 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. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

The provisions set out herein form part of the terms and conditions of the Offer and this Form of Acceptance should be read in conjunction with the Offer Document.

WARNING: You should read carefully the instructions before completing this Form of Acceptance.

NO ACCEPTANCES RECEIVED ARE ENTITLED TO BE WITHDRAWN AFTER THE OFFER HAS BECOME, OR HAS BEEN DECLARED, UNCONDITIONAL EXCEPT IN ACCORDANCE WITH RULE 19.2 OF THE TAKEOVERS CODE.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Offer made by Somerley on behalf of the Company, you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance, together with the relevant Title Documents, for not less than the number of Shares in respect of which you wish to accept the Offer, by post or by hand, to the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, in an envelope marked "Hong Kong Technology Venture Company Limited – Buy-back Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00 p.m. (Hong Kong time) on 23 July 2024 (Tuesday) (or such later time and/or date as the Company may decide and announce, subject to the Codes). Should any Qualifying Shareholder require any assistance in completing this Form of Acceptance or have any queries regarding the procedures for tendering and settlement or any other similar aspect of the Offer, he/she may contact the Registrar on its telephone hotline at (852) 2862 8555 during the period from 14 June 2024 (Friday) to the last date for submission of acceptances in respect of the Offer (which is expected to be 23 July 2024 (Tuesday)) (both days inclusive) between 9:00 a.m. and 4:00 p.m. (Hong Kong time) from Mondays to Fridays (excluding public holidays).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: Somerley, the Company and the Registrar

- My/Our execution of the Form of Acceptance overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors
 and assigns) shall constitute:
 - (i) my/our irrevocable acceptance of the Offer made by Somerley on behalf of the Company and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in the Form of Acceptance;
 - (ii) my/our acceptance that the provisions of this Form of Acceptance and the other terms and conditions in the Offer Document are deemed to be incorporated into the terms and conditions of the Offer;
 - (iii) my/our instruction and authority to the Company and/or Somerley or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) (if any), 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 of the Offer, as if it were/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance;
 - (iv) my/our instruction and authority to the Company or its agent(s) or the Registrar (as applicable) to send a cheque crossed "Not negotiable account payee only" drawn in my/our favour for the consideration to which I/we shall have become entitled under the terms of the Offer (and/or, as applicable, balancing share certificate(s) (the balancing share certificate will be sent/returned in jumbo form)) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named Accepting Shareholder at the registered address shown in the Register of Members;

(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Shareholder or the first-named of the joint registered Accepting Shareholders.)

Name: (in block capitals)

Address:

- (v) my/our instruction and authority to the Company, the Registrar or such person or persons as it may direct for the purpose, on my/our behalf, to make and execute the contract note and any other document, including an instrument of transfer, required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), if applicable 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 the Form of Acceptance (or instrument of transfer, if required) in accordance with the provisions of that Ordinance if applicable:
- (vi) my/our instruction and authority to the Company, the Registrar or such person or persons as it may direct for the purpose of completing and executing the Form of Acceptance or any document (including, without limitation, any consolidated share transfer form) on my/our behalf including without limitation to insert a date in the Form of Acceptance or, if applicable, form of transfer; or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of selling my/our Shares to the Company;
- (vii) my/our instruction and authority to the Company, the Registrar or such person or persons as it may direct for the purpose to insert in the number of Shares to be bought-back by the Company or, if I/we or any other person shall have inserted a number, to delete such number and insert another number, provided that such number shall not exceed the number inserted, or deemed to be inserted, and to insert the corresponding share certificate number(s) or if I/we or any other person shall have inserted an incorrect share certificate number, to delete such share certificate number and insert the correct share certificate number; and
- (viii) my/our undertaking to execute any further documents, take any further action and give any further assurances as the Company may consider necessary, desirable or expedient in connection with my/our acceptance of the Offer including, without limitation, to complete the Offer in respect of which I/we have accepted or am/are deemed to have accepted free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Share(s) are cancelled and/or to perfect any of the authorities expressed to be given under this Form of Acceptance or the Offer Document.
- 2. I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Company and Somerley that: (a) the number of Share(s) specified in this Form of Acceptance are fully paid and will be sold free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Share(s) are cancelled; and (b) if I/we am/are an Overseas Shareholder, I/we have fully observed any applicable legal or other requirements and that the Offer may be accepted by me/us lawfully under the laws of the relevant jurisdiction.
- 3. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, I/we authorise and request you to return to me/us my/our Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.
 - Note: Where the Accepting Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on the Accepting Shareholders' behalf, they will be sent such share certificate(s) in lieu of the transfer receipt(s).
- 4. I/We enclose the relevant Title Documents in respect of the ownership of the whole/part of my/our holding of Shares which are to be held by the Company and/or Somerley and/or the Registrar and/or such person or persons as any of them may direct on the terms of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance or Title Documents will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk. I/We further understand that if the number of Shares tendered under the Offer by me/us is smaller than the number of Shares as shown in the Title Documents submitted by me/us together with the Form of Acceptance and/or the Shares tendered under the Offer have not been bought-back by the Company in full, the Title Documents in respect of the balance of such Shares or a replaced certificate therefor will be returned or sent to me/us by ordinary post at my/our risk no later than 7 Business Days after the close of the Offer.
- 5. I/We warrant that I/we have the full right, power and authority to tender, transfer, assign, sell and pass the title and ownership of my/our Shares to the Company by way of acceptance of the Offer.
- 6. I/We warrant to the Company, Somerley, the Registrar and any of their respective directors and any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the Register of Members in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.
- 7. I/We warrant to the Company, Somerley, the Registrar and any of their respective directors and any person involved in the Offer that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in respect of the jurisdiction where my/our address is located as set out in the Register of Members.
- 8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.