

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the accompanying composite document dated 21 January 2025 (the "Composite Document") jointly issued by Asia General Industries Limited as the offeror (the "Offeror") and Gain Plus Holdings Limited as the offeree company (the "Company").

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，並明確表示概不就因本接納表格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。

THIS 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。

GAIN PLUS HOLDINGS LIMITED

德益控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 9900)

(股份代號：9900)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF GAIN PLUS HOLDINGS LIMITED

德益控股有限公司的普通股的接納及過戶表格

All parts should be completed in full 每項均須填寫

Hong Kong share registrar and transfer office: Tricor Investor Services Limited (the "Registrar")

香港股份過戶登記處：卓佳證券登記有限公司(「登記處」)

17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong

香港夏慤道16號遠東金融中心17樓

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 share(s) of the Company held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附綜合文件載列的條款及條件，下述「轉讓人」謹此按下列代價接納要約，並向下述「承讓人」轉讓以下註明由轉讓人持有的本公司的普通股。		
Number of Shares to be transferred (Note) 將予轉讓的股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票編號		
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\$0.806 in cash for each Share 每股股份現金0.806港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence Address: 通訊地址: Occupation 職業:	Asia General Industries Limited House 5, Celestial Villa, Clearwater Bay Road, Ta Ku Ling, Sai Kung, Hong Kong 香港西貢打鼓嶺清水灣道秀麗苑5號屋 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: _____

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簽署/公司印章(如適用)

Date of signature of this Form of Acceptance
簽署本接納表格的日期

**ALL JOINT
SHAREHOLDERS
MUST
SIGN HERE**
☐ 所有聯名股東
均須於
本欄簽署

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:

Signature of Witness 見證人簽署: _____

Name of Witness 見證人姓名: _____

Address of Witness 見證人地址: _____

Occupation of Witness 見證人職業: _____

Date of Transfer 轉讓日期: _____

For and on behalf of
為及代表
Asia General Industries Limited
Authorised Signatory(ies)
授權簽署人

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

Note: Insert the total number of Shares for which the Offer is accepted. If no number is specified or the number of Shares specified in this Form of Acceptance is greater than the number of Shares held by you, or is greater or smaller than that represented by the certificates for Shares tendered for acceptance and you have signed this Form of Acceptance, this Form of Acceptance will be returned to you for correction. Any corrected and valid Form of Acceptance must be re-submitted and received by the Registrar on or before the latest time of acceptance of the Offer in order for it to be counted towards fulfilling the acceptance condition.

附註: 請填上接納要約的股份總數。倘若並無註明股份數目，或本接納表格上註明的股份數目多於閣下持有的股份數目或大於或小於閣下就接納所遞交股票內所示的數目，而閣下已簽署本接納表格，本接納表格將退回閣下以作更正。任何經更正及有效的接納表格須於接納要約的最後限期或之前向登記處再行提交且由登記處收訖，方可視為滿足接納條件。

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

Get Nice Securities Limited ("Get Nice") is making the Offer for and on behalf of the Offeror. The making of the Offer to the Shareholders having registered addresses in a jurisdiction outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Shareholder, you should observe all applicable legal and regulatory requirements and, when necessary, seek 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 and any registration or filing which may be required or the compliance with other necessary formalities or regulatory and 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. The Offeror, the parties acting in concert with the Offeror, the Company, Get Nice, the Registrar or any of their respective beneficial owners, directors, officers, agents, advisers, associates or any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes or duties as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you to the Offeror, Get Nice and the Company that you have observed and complied with 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 any registration or filing which may be required or the compliance with other necessary formalities or regulatory and 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 before completing this Form of Acceptance. To accept the Offer made by Get Nice for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.806 per Share, 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), for the number of Share(s) in respect of which you intend to accept the Offer, by post or by hand marked "Gain Plus Holdings Limited – Offer" on the envelope, to the Registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, no later than 4:00 p.m. Tuesday, 11 February 2025 or such later time(s) and/or date(s) as the Offeror may determine and announce 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.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror, 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 for and 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;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice 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 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 and/or Get Nice or their respective agent(s) 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 (7) Business Days after the later of (i) the date on which the Offer becomes or is declared unconditional in all respects and (ii) the date of receipt by the Registrar of the duly completed Form of Acceptance together with all relevant documents required to render such acceptance under the Offer complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code;
(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 and/or Get Nice and/or Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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 Stamp Duty Ordinance;
 - (e) 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, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching thereto including, the right to receive in full all dividends and other distributions, if any, declared, paid or made on or after the date of the Composite Document;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Get Nice and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the rights contained herein;
 - (g) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice and/or Registrar and/or such person or persons as any of them may direct to complete, amend and execute the 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 or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer; and
 - (h) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer.
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, Get Nice and the Company that the Shares held by me/us to be acquired under the Offer are sold free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching thereto including, the right to receive in full all dividends and other distributions, if any, declared, paid or made 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 document(s) 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 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 Get Nice or any of their respective agent(s) from the Company or the Registrar 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 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.
5. I/We warrant and represent to the Offeror, Get Nice 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.
6. I/We warrant to the Offeror, Get Nice and the Company that I/we have observed and complied with all applicable laws and regulations where my/our address is located as set out in the register of members of the Company in connection with acceptance of the Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities or 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.
7. I/We warrant to the Offeror, Get Nice and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or duties or other required payments 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 and unconditional.
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 either the Offeror or its nominee.
10. 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.
11. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Get Nice and the Company (so as to bind my/our successors and assignees) that 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 17/F, Far East Finance Centre, 16 Harcourt Road, 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 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，閣下須即時處理。

閣下如對本接納表格任何方面或應採取的行動有任何疑問，應諮詢閣下的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。

閣下如已將名下的股份全部售出或轉讓，應立即將本接納表格連同隨附的綜合文件一併送交買主或承讓人或經手買賣或轉讓的銀行、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。

結好證券有限公司(「結好」)現為及代表要約人作出要約。向登記地址位於香港境外司法權區的股東作出要約或會受到有關司法權區的法律影響。如閣下為海外股東，閣下應遵守所有適用的法律及監管規定並適時尋求法律意見。閣下如欲接納要約，則有責任自行就此全面遵守有關司法權區的相關法律及法規，包括取得一切可能所需的政府、外匯管制或其他同意並辦妥可能所需的任何登記或存檔或遵守其他必要手續或監管及法律規定。閣下亦將須全面負責支付就接納要約應付的任何有關發行費、轉讓費或其他稅項或徵費。就閣下可能須繳付的任何稅項或徵費而言，要約人及其一致行動人士、本公司、結好、登記處或彼等各自的任何實益擁有人、董事、高級職員、代理、顧問、聯繫人或任何其他參與要約的人士均有權獲。閣下提供全額彌償保證並確保不致遭受損害。閣下接納要約，即構成閣下向要約人、結好及本公司保證閣下已遵守及遵照所有適用法律及法規接收及接納要約及其任何修訂，而閣下已取得一切所需的政府、外匯管制或其他同意並辦妥可能所需的任何登記或存檔或遵守其他必要手續或監管及法律規定，並已支付閣下於任何地區接納而應付的所有發行費、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。

本接納表格應與隨附的綜合文件一併閱讀。

本接納表格的填寫方法

要約附帶條件。股東於填寫本接納表格前，務請先閱讀綜合文件。閣下如欲接納結好為及代表要約人按現金價格每股股份0.806港元收購閣下的股份所作出的要約，應填妥並簽署本接納表格背頁，並將整份表格連同就閣下擬接納要約的股份數目的有關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納的一份或多份彌償保證)，一併以郵寄或專人送交方式送抵登記處卓佳證券登記有限公司，地址為香港夏愨道16號遠東金融中心17樓，信封請註明「德益控股有限公司—要約」，惟不得遲於二零二五年二月十一日(星期二)下午4時正或要約人根據收購守則可能釐定及公佈的較後日期及/或時間。綜合文件附錄一的條文已載入本接納表格並構成其中一部分。

要約的接納表格

致：要約人、結好

1. 本人/吾等簽署本接納表格將對本人/吾等的繼承人及受讓人有約束力，即表示：

- 本人/吾等不可撤銷地就本接納表格上所註明的股份數目，按照及根據綜合文件及本表格所述的條款及條件按代價接納綜合文件所載由結好為及代表要約人作出的要約；
- 本人/吾等不可撤銷地指示及授權要約人及/或結好或彼等各自的代理，各自代表本人/吾等交付隨附經本人/吾等正式簽署的過戶收據及/或其他所有權文件(如有)(及/或任何就此所需令人信納的一份或多份彌償保證)，憑此向本公司或登記處領取本人/吾等就股份應獲發的股票，並將有關股票送交登記處，以及授權及指示登記處根據要約的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登記處；
- 本人/吾等不可撤銷地指示及授權要約人及/或結好或彼等各自的代理，各自就本人/吾等根據要約的條款應得的現金代價(扣除本人/吾等就本人/吾等接納要約應付的賣方從價印花稅)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，不遲於(i)要約於各方面成為或宣佈成為無條件之日及(ii)登記處接獲已正式填妥的接納表格連同一切有關文件致使要約接納完整、有效且符合收購守則規則30.2註釋1的要求之日(以較後者為準)七(7)個營業日，按以下地址以普通郵遞方式寄予以下人士；如無填上姓名及地址，則按本公司的股東名冊所示登記地址寄予本人或吾等當中所名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等自行承擔；

(附註：如收取支票的人士並非登記股東或名列首位的聯名登記股東，則請在本欄填上該名人士的姓名及地址。)

姓名：(請用正楷填寫) _____

地址：(請用正楷填寫) _____

- 本人/吾等不可撤銷地指示及授權要約人及/或結好及/或登記處及/或彼等其中一方可能就此指定的該名或該等人士，各自代表本人/吾等以根據要約出售股份的賣方身份製備、簽立及交付香港法例第117章印花稅條例第19(1)條所規定須製備及簽立的成交單據，並根據該印花稅條例條文的規定在該單據加蓋印花並在接納表格背書證明；
- 本人/吾等承諾於必需或適當時簽署其他文件並作出其他行動及事宜，以進一步確保本人/吾等根據要約的接納轉讓予要約人或其可能指定的該名或該等人士的股份不附帶所有屬任何性質的留置權、押記、產權負擔、優先購買權及任何其他第三方權利，及連同就此附帶的所有權利，包括悉數收取於綜合文件日期當日或之後所宣派、派付或作出的所有股息及其他分派(如有)的權利；
- 本人/吾等同意追認要約人及/或結好及/或本公司或彼等各自的代理或彼等其中一方可能指定的該名或該等人士於行使本表格所載任何權利時可能進行或實施的任何行動或事宜；
- 本人/吾等不可撤銷地指示及授權要約人及/或結好及/或登記處及/或彼等其中一方可能指定的該名或該等人士，就本人/吾等接納要約代表本人/吾等填妥、修改及簽署接納表格或任何文件，並採取任何其他可能屬必要或權宜的行動，以便將本人/吾等根據要約交回以供接納的股份歸屬於要約人或其可能指定的該名或該等人士；及
- 本人/吾等同意要約及對要約的所有接納受且將受香港法例規管及據此詮釋，且香港法院將擁有專屬司法管轄權解決就要約可能產生的任何爭議。

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、結好及本公司作出保證，本人/吾等所持有並根據要約將予收購的股份，於出售時乃不附帶所有屬任何性質的留置權、押記、產權負擔、優先購買權及任何其他第三方權利，及連同就此附帶的所有權利，包括悉數收取於綜合文件日期當日或之後所宣派、派付或作出的所有股息及其他分派(如有)的權利。

3. 如按要約的條款本人/吾等的接納為無效，則上文第1段所載的所有指示、授權及承諾均會終止。在此情況下，本人/吾等授權並要求閣下將本人/吾等的股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納的一份或多份彌償保證)連同已正式註銷的本表格，一併寄回上述第1(c)段所列的人士及地址；如無填上姓名及地址，則按本公司股東名冊所示登記地址，以普通郵遞方式寄回本人或吾等當中所名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等自行承擔。

附註：若閣下於接納要約時提交過戶收據，同時要約人及/或結好任何一方或彼等各自的任何代理已代表閣下向本公司或登記處收取有關股票，則閣下將獲發有關股票，而並非上述過戶收據。

- 本人/吾等謹此附上本人/吾等所持全部/部分股份的有關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納的一份或多份彌償保證)，由閣下按照要約的條款及條件予以保存。
- 本人/吾等謹此向要約人、結好及本公司保證及聲明，本人/吾等為本接納表格所列明股份數目的登記股東，而本人/吾等有充分的權利、權力及權限透過接納要約的方式向要約人出售及轉讓本人/吾等所持股份的所有權及擁有權。
- 本人/吾等向要約人、結好及本公司保證，本人/吾等已遵守並遵照本人/吾等於本公司股東名冊所列地址所有適用法律及法規接納要約及其任何修訂；而本人/吾等已取得一切所需的政府、外匯管制或其他同意，及根據所有必要手續、監管或法律規定辦妥所需的一切登記或存檔；且本人/吾等已支付本人/吾等就該接納應付的所有發行費、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法規屬有效及具約束力。
- 本人/吾等向要約人、結好及本公司保證，本人/吾等須就支付本人/吾等於本公司股東名冊所示地址所處的司法權區關於本人/吾等接納要約應付的任何轉讓費或其他稅項或徵費或其他所需款項承擔全部責任。
- 本人/吾等確認，除綜合文件及本接納表格指明者外，所有於本表格內作出的接納、指示、授權及承諾乃不可撤銷及屬無條件。
- 本人/吾等確認以接納要約的方式售予要約人的本人/吾等的股份將以要約人或其代名人義登記。
- 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/或任何其他所有權文件(及/或任何就此所需令人信納的一份或多份彌償保證)獲發收據。本人/吾等亦明白所有文件將以普通郵遞寄出，郵誤風險概由本人/吾等自行承擔。
- 本人/吾等就根據要約接納的股份(而其接納並未被有效撤回及並無以要約人的名義或按其指示登記)，向要約人、結好及本公司不可撤銷地承諾、聲明、保證及同意(以約束本人/吾等的繼承人及受讓人)：
 - 本人/吾等授權本公司及/或其代理將可能須向本人/吾等作為本公司股東寄發的任何通告、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的其他所有權文件)，註明收件人為要約人並送交登記處(地址為香港夏愨道16號遠東金融中心17樓)；
 - 不可撤銷地授權要約人或其代理代表本人/吾等簽署任何同意書，以縮短本公司任何股東大會的通知期，及/或出席及/或簽立該等股份相關的代表委任表格以委任要約人提名的任何人士出席有關股東大會(或其任何續會)，以及代表本人/吾等行使該等股份所附帶的投票權，而該等投票權將以要約人全權酌情釐定的方式作出投票；及
 - 本人/吾等協定，在未經要約人的同意下不會行使任何相關權利，以及本人/吾等不可撤銷地承諾不會有關股東大會委任代表或親身出席任何有關股東大會，及在上文所規限下，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)出席該等大會或於會上作出投票，則本人/吾等謹此明確撤回有關委任。

為免疑慮，香港中央結算有限公司及香港中央結算(代理人)有限公司均不會作出上述任何聲明或保證，亦不受其限制。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Get Nice, the Company 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 to 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 the members of the Company;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or the Company and/or their respective agents, officers and advisers, and the Registrar;
- compiling statistical information and the 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 or entitlements;
- any other purpose in connection with the business of the Offeror, Get Nice, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Get Nice and/or the Company and/or the Registrar to discharge its obligations to the Shareholders and/or under applicable regulations, and any other purposes to which the Shareholders may from time to time agree to 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 Get Nice 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, Get Nice, the Company and/or any of their agents, officers and advisers, the Registrar and overseas registrar (if any);
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Get Nice and/or the Company 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 the Offeror and/or Get Nice 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 and/or Get Nice and/or the Company and/or 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 to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Get Nice and/or the Company and/or the Registrar 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 and/or Get Nice 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, Get Nice, 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、結好、本公司及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(「該條例」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下欲就閣下的股份而接納要約，則閣下須提供所需的個人資料。若未能提供所需資料，可能會導致閣下的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的代價。

2. 用途

閣下於本接納表格提供的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：

- 處理閣下的接納申請及核實遵循本接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的股份轉讓；
- 保存或更新本公司有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人及/或本公司及/或彼等各自的代理、高級職員及顧問以及登記處的通訊；
- 編製統計數據資料及股東簡歷；
- 確立股東的獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以便進行權益索查；
- 有關要約人、結好、本公司及/或登記處的任何其他業務用途；及
- 有關上述任何其他臨時或關聯用途及/或令要約人及/或結好及/或本公司及/或登記處得以履行其對股東及/或於適用法規項下的責任，以及股東可能不時同意或知悉的任何其他用途。

3. 轉交個人資料

本接納表格提供的個人資料將會保密，惟要約人及/或結好及/或本公司及/或登記處在所需情況下為達致上述目的或其中任何目的，可能作出彼等認為必需的查詢以確認個人資料的準確性，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(無論在香港境內或境外)該等個人資料：

- 要約人、結好、本公司及/或其任何代理、高級職員及顧問、登記處及海外過戶登記處(如有)；
- 為要約人及/或結好及/或本公司及/或登記處就其業務經營提供行政、通訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，例如其往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人及/或結好及/或本公司及/或登記處於有關情況下認為必需或適當的任何其他人士或機構。

4. 個人資料的保留

要約人及/或結好及/或本公司及/或登記處將按收集個人資料的用途需要保留本表格內提供的個人資料。無需保留的個人資料將根據該條例銷毀或處理。

5. 存取及更正個人資料

根據該條例的規定，閣下有權確認要約人及/或結好及/或本公司及/或登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例，要約人及/或結好及/或本公司及/或登記處可就處理獲取任何資料的要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別的資料等所有要求，須提交要約人、結好、本公司或登記處(視情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。