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香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不會就因本接納表格全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance bear the same meanings as those defined in the composite document dated 23 November 2020 (the "Composite Document") jointly issued by Wealth Builder Holdings Limited and Midland IC&I Limited. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

除文義另有所指外，本接納表格所用詞彙與Wealth Builder Holdings Limited及Midland IC&I Limited美聯工商舖有限公司\*於二零二零年十一月二十三日聯合刊發之綜合文件(「綜合文件」)所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本接納表格之一部份。

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

閣下如欲接納要約，請使用本接納及過戶表格。



**Midland IC&I Limited**

**美聯工商舖有限公司\***

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 459)

(股份代號：459)

**FORM OF ACCEPTANCE AND TRANSFER  
OF ORDINARY SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF  
MIDLAND IC&I LIMITED**

美聯工商舖有限公司\*

已發行股本中每股面值港幣0.10元普通股之接納及過戶表格

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

Hong Kong branch share registrar and transfer office: Tricor Tengis Limited (the "Share Registrar")

Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong

股份過戶登記香港分處：卓佳登捷時有限公司(「股份過戶處」)

香港皇后大道東183號合和中心54樓

<b>FOR THE CONSIDERATION</b> stated below the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) 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. 下述「轉讓人」謹此按下列代價，根據本表格及綜合文件載列之條款及條件，接納要約並向下述「承讓人」轉讓以下註明「轉讓人」持有每股面值港幣0.10元之股份。		
Number of Share(s) to be transferred 將予轉讓股份數目	(If you wish to tender ALL of the Shares held by you for acceptance of the Offer, please put down "ALL" in the number of Shares field below 如 閣下欲就 閣下所持有之所有股份提呈接納要約，請在下面股份數目欄填上「全部」) _____ Shares (股)	
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) 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	Forename(s) 名字
	Registered address 註冊地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.09587 in cash for each Share 每股股份現金港幣0.09587元	
TRANSFEEE 承讓人	Name 名稱: Wealth Builder Holdings Limited Correspondence address: Rooms 2505-8, 25th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong 通訊地址: 香港德輔道中19號環球大廈25樓2505-8室 Occupation: Corporation 職業: 公司	

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)/Company chop, if applicable  
轉讓人簽署/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**

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 代表  
**Wealth Builder Holdings 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: Please refer to the section headed "HOW TO COMPLETE THIS FORM OF ACCEPTANCE" on the second page for further instructions for filling in this Form of Acceptance.  
附註: 有關填寫本接納表格中之進一步指示，請查閱第二頁標題為「本接納表格填寫方法」一節。

\* For identification purpose only 僅供識別

**THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in 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, 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 Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The acceptance of the Offer by persons who are citizens or residents or nationals of, or entities incorporated in, jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of, or an entity incorporated in, a jurisdiction outside Hong Kong, you should observe any applicable legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and registrations requirements which may be required and the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due from you in the relevant jurisdiction. Acceptance of the Offer by you will constitute a representation and warranty by you that you have fully observed all applicable legal and other requirements and that the Offer may be accepted by you lawfully under the laws of the relevant jurisdiction.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

You may specify the number of Shares in respect of which you tender for acceptance of the Offer. If no number of Shares in respect of such acceptance is specified or any other information in this Form of Acceptance is missing, incomplete or erroneous, the acceptance of the Offer will not be considered as valid until the number of Shares in respect of such acceptance is specified and/or such missing, incomplete or erroneous information has been completed and rectified in the Form of Acceptance.

Shareholders are advised to read this Form of Acceptance in conjunction with 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 of HK\$0.09587 per Share, you should complete and sign this Form of Acceptance overleaf and forward this Form of Acceptance, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Offer, by post or by hand, to the Share Registrar, Tricor Tengis Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, marked "MIDLAND IC&I LIMITED – GENERAL OFFER" on the envelope as soon as possible, but in any event must be received by the Share Registrar no later than 4:00 p.m. on Monday, 14 December 2020 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions of Appendix 1 to the Composite Document are taken as incorporated into and form part of this Form of Acceptance.

**FORM OF ACCEPTANCE IN RESPECT OF THE OFFER**

To: The Offeror and Get Nice

1. My/Our execution of this Form of Acceptance overleaf shall be binding on my/our successor(s) and assignee(s), 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 and/or any of their respective agent(s) to collect from the Company or the Share 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 any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Share Registrar and to authorise and instruct the Share Registrar to hold such Share certificate(s), subject to the terms and conditions of the Offer, as if it was/they were Share certificate(s) delivered to the Share Registrar together with this Form of Acceptance;
    - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice or any of 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 own 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;  
*(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 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 Ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the memorandum and articles of association of the Company and to make endorsement on it under that Ordinance;
  - (e) my/our irrevocable instruction and authority to the Offeror, Get Nice or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf 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 in respect of the Shares which are accepted under 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 to the Offeror or such person or persons as it may direct free from all liens, charges and encumbrances and together with all rights attaching or accruing thereto, including the right to receive in full all dividends and other distributions, if any, recommended, declared, made or paid by reference to a date on or after the date on which the Offer is made, being the Despatch Date; and
  - (g) 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 and/or any of their respective agent(s) and/or such person or persons as any of them may direct on the exercise of any of the authorities 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 and Get Nice that all Shares sold by me/us under the Offer are free from all liens, charges and encumbrances and together with all rights attaching or accruing thereto, including the right to receive in full all dividends and other distributions, if any, recommended, declared, made or paid by reference to a date on or after the date on which the Offer is made, being the Despatch Date.
  3. I/We hereby warrant and represent to Offeror and Get Nice that I/we am/are the registered holder(s) of the 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 absolutely by way of acceptance of the Offer.
  4. In the event that my/our acceptance is considered 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 Offeror and Get Nice 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 any indemnity or indemnities provided in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named 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: I/We acknowledge that when I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or Get Nice or any of their respective agent(s) from the Company or the Share Registrar on my/our behalf upon my/our acceptance of the Offer, I/we will be returned such Share certificate(s) in lieu of the transfer receipt(s).*
  5. I/We warrant to the Offeror, Get Nice and the Company that I/we have observed and complied with all applicable laws and regulations of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, and any revision thereof, and that I/we have obtained all requisite governmental, exchange control or other consent and made all registrations or filings which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
  6. 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 and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
  7. 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 the Offeror and/or Get Nice on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any form of acceptance and transfer, 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.
  8. 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.
  9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Get Nice and the Company (so as to bind my/our successor(s) and assignee(s)) 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 Share 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 subject to the Takeovers Code; 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 expressly revoke such appointment.
  10. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

The Offer is conditional upon the Offeror having received valid acceptances of the Offer which, will result in the Offeror, Mr. Wong and parties acting in concert with any of them, together with the Shares already owned or acquired by them before or during the Offer Period, holding more than 50% of the voting rights in the Company.

In the event that the Offer does not become unconditional as to acceptances on the Closing Date, the Offeror shall, as soon as possible but in any event within 10 days thereof, return the Share certificates and/or transfer receipt(s) and/or any other documents of title (and/or any indemnity or indemnities provided in respect thereof) together with this Form of Acceptance by ordinary post to the Shareholders who have accepted the Offer at their own risk.

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內容或應採取之行動有疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已出售或轉讓閣下所有股份，應立即將本接納表格及綜合文件送交買方或承讓人或經手買賣或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理，以便轉交買方或承讓人。

屬香港以外司法權區之市民或居民或國民或註冊成立實體之人士接納要約可能會受有關司法權區之法例禁止或影響。倘閣下為香港以外司法權區之市民或居民或國民或註冊成立實體，應遵守任何適用法律規定。閣下如欲接納要約，須自行負責就此全面遵守有關司法權區之相關法例(包括於取得任何可能需要之政府批准、外匯管制批准或其他同意或存檔及登記規定，以及遵守其他必要手續或法律規定以及支付閣下於有關司法權區應付之任何轉讓或其他稅項)。閣下接納要約將構成閣下聲明及保證，閣下已全面遵守所有適用法律及其他規定，且閣下可合法根據有關司法權區之法例接納要約。

#### 本接納表格之填寫方法

閣下可指定閣下接納要約所涉及的股份數目。倘於本接納表格內沒有指明股份數目或遺漏或未填妥任何資料或任何資料屬錯誤，則要約接納將不被視為有效，直至該接納指明的股份數目及/或該接納表格內有關的遺漏、未填妥或錯誤的資料已經獲填妥及更正。

股東務請先一併閱讀本接納表格及綜合文件後，方開始填寫本接納表格。閣下如欲接納結好代表要約方以現金每股股份港幣0.09587元之價格收購閣下所持股份而提出之要約，應填妥及簽署本接納表格之背頁，然後將本接納表格並連同不少於閣下有意接納要約所涉及之股份數目之相關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之一份或多份彌償保證)以郵遞或以專人送交股份過戶處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心54樓，信封面請註明「MIDLAND IC&I LIMITED美聯工商舖有限公司—般要約」，惟無論如何須不遲於二零二零年十二月十四日(星期一)下午四時正(香港時間)(或要約方根據收購守則可能釐定並公佈之較後時間及/或日期)送達股份過戶處。綜合文件附錄一所載之條款已載入本接納表格，並構成其中一部分。

#### 有關要約之接納表格

致：要約方及結好

1. 本人/吾等簽立本接納表格之背頁，本人/吾等之繼承人及受讓人將受此約束，並構成：

- 本人/吾等按綜合文件及本表格所載代價及條款與條件，就本接納表格所列明之股份數目，不可撤回地接納綜合文件所載由結好代表要約方提出之要約；
- 本人/吾等不可撤回地分別指示並授權要約方及/或結好及/或彼等各自之任何代理人，代表本人/吾等從本公司或股份過戶處領取根據本人/吾等已正式簽署且呈交之隨附過戶收據及/或其他所有權文件(如有)(及/或任何就此所需令人信納之一份或多份彌償保證)發行者本人/吾等之股份之股票，並將有關股票送交股份過戶處，以及授權並指示股份過戶處根據要約之條款及條件持有有關股票，猶如有關股票乃與本接納表格一併送交股份過戶處無異；
- 本人/吾等不可撤回地分別指示並授權要約方及/或結好或彼等各自之任何代理人，將本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等就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」方式開出劃線支票予本人/吾等，以平郵方式寄發予下文所列人士及地址(如未有於下欄列明姓名及地址，則按本公司股東名冊所示之註冊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)，郵誤風險由本人/吾等承擔；

(附註：倘接收支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上接收支票人士之姓名及地址。)

姓名：(請用正楷填寫) .....

地址：(請用正楷填寫) .....

- 本人/吾等不可撤回地分別指示並授權要約方及/或結好及/或彼等任何一方可能就此指定之一名或多名人士代表本人/吾等以根據要約出售股份賣方之身份，訂立、簽立及交付香港法例第117章印花稅條例第19(1)條所規定須由本人/吾等訂立及簽立之買賣單據，並安排按該條例之條文加蓋印花及在本接納表格背書證明，以及以該所指定可能對根據公司組織章程大綱及細則有效轉讓該等股份而屬必要之形式訂立、簽立及交付任何其他文件或文據，並按該條例背書證明；
- 本人/吾等不可撤回地指示並授權要約方、結好或彼等任何一方可能指定之一名或多名人士，代表本人/吾等填寫、修改及簽立任何文件，及採取可能必要或權宜之任何其他行動，使已接納要約之股份轉歸要約方或其可能指定之一名或多名人士所有；
- 本人/吾等承諾於必需或適當時簽立有關其他文件並採取有關行動及事宜，以進一步確保本人/吾等轉讓予要約方或其可能指定之一名或多名人士之股份，概無附帶任何留置權、押記及產權負擔，並連同所附帶或應計之一切權利，包括全數收取在作出要約當日(即寄發日期)或之後日期所建議、宣派、作出或派付之一切股息及其他分派(如有)之權利；及
- 本人/吾等同意追認要約方及/或結好及/或本公司及/或彼等各自之任何代理及/或彼等任何一方可能指定之一名或多名人士，行使本接納表格所載任何授權時所作出或進行之各項及每項行動或事宜。

2. 本人/吾等明白本人/吾等接納要約，將被視為構成本人/吾等向要約方及結好保證，本人/吾等所持所有根據要約出售之股份，概無附帶任何留置權、押記及產權負擔，並連同所附帶或應計之一切權利，包括全數收取根據在作出要約當日(即寄發日期)或之後日期所建議、宣派、作出或派付之一切股息及其他分派(如有)之權利。

3. 本人/吾等謹此向要約方及結好保證及聲明，本人/吾等為本接納表格所列明股份之登記持有人，而本人/吾等絕對擁有全部權利、權力及權限，藉接納要約之方式向要約方出售及轉讓本人/吾等所持股份之所有權及擁有權。

4. 倘根據要約之條款，本人/吾等之接納視為無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人/吾等授權並要求要約方及結好將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或就此所提供之一份或多份任何彌償保證)，連同已正式註銷之本接納表格一併退回本人/吾等並以平郵方式寄回上文第1(c)段所述人士，或如無填上姓名及地址，則按本公司股東名冊所示註冊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/吾等自行承擔。

附註：本人/吾等知悉倘本人/吾等交出一份或以上過戶收據，同時要約方及/或結好或彼等各自之任何代理於本人/吾等接納要約後代表本人/吾等從本公司或股份過戶處領取相關股票，本人/吾等將獲發還有關股票，而非過戶收據。

5. 本人/吾等向要約方、結好及本公司保證，本人/吾等已就接納要約及其任何修訂遵守本人/吾等於本公司股東名冊載列之地址所處司法權區之所有適用法律及法規，遵照所有必要手續、法律及/或監管規定取得所有所需政府、外匯管制或其他同意及辦理所有登記或存檔。

6. 本人/吾等向要約方、結好及本公司保證，就本人/吾等接納要約，本人/吾等將全面負責支付本人/吾等於本公司股東名冊所示地址所處司法權區應付之轉讓或其他稅項及徵費。

7. 本人/吾等附上本人/吾等所持全部/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/或就此所需任何令人信納之一份或多份彌償保證)；由要約方及/或結好根據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及轉讓表格、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信納之一份或多份彌償保證)獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人/吾等自行承擔。

8. 本人/吾等確認透過接納要約而向要約方出售本人/吾等之股份，將以要約方或其代名人之名義登記。

9. 本人/吾等就根據要約獲接納(其接納並未被有效撤回)之股份(並未以要約方之名義或按其指示登記)，向要約方、結好及本公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之繼承人及受讓人)作出：

- 授權本公司及/或其代理，將任何可能須向本人/吾等(作為本公司股東)寄發之通告、通函、保證書或其他文件或通訊(包括任何股票及/或因將該等股份轉為證書形式而發出之任何其他所有權文件)，送交股份過戶處(地址為香港皇后大道東183號合和中心54樓)，予要約方；
- 不可撤回地授權要約方或其代理代表本人/吾等簽署任何同意書，同意縮短任何本公司股東大會通知期及/或出席及/或簽立該等股份之代表委任表格，以委任要約方提名之任何人士出席有關股東大會(或其任何續會)，以及代表本人/吾等行使該等股份附帶之投票權，而該等投票權將以要約方全權酌情釐定之方式作出投票(受收購守則所限)；及
- 協定，在未得要約方之同意下本人/吾等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相關股東大會委任代表，或出席股東大會，及在上文所述規限下，如本人/吾等之前已就本公司股東大會委任代表(而該代表並非要約方或其代名人或獲委任人士)出席有關大會或於會上投票，則本人/吾等謹此明確地撤回該委任。

10. 本人/吾等確認，除綜合文件及本接納表格明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及屬無條件。

當要約方接獲要約的有效接納，導致要約方、黃先生及彼等任何一致行動人士持有本公司50%以上的投票權時(連同彼等於要約期間之前或要約期間已擁有或收購的股份)，要約方可作實。

倘要約就接納而言未能於截止日期成為無條件，要約方將盡快，但無論如何，於10日內以平郵方式向接納要約的股東退還股票及/或轉讓收據及/或任何其他所有權文件(及/或就此提供之任何一份或多份彌償保證)連同本接納表格，郵誤風險概由接納要約的股東自行承擔。



## PERSONAL DATA

### Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”) came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Get Nice, the Company and the Share Registrar in relation to personal data and 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 is important that you inform the Offeror, Get Nice, the Company and/or the Share Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide in this Form of Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of members;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror, Get Nice, the Company and/or their respective agents, officers and advisers and the Share Registrar;
- compiling statistical information and Shareholder profiles;
- 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 or the Share Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Get Nice, the Company and/or the Share Registrar to discharge their obligations to the Shareholders and/or regulators and other purposes which the Shareholders may from time by 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, Get Nice, the Company and/or the Share 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, or 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 respective agent(s) and advisers, the Share Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Get Nice, the Company and/or the Share Registrar, in connection with the operation of its/their business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, Get Nice, the Company and/or the Share Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Retention of personal data

The Offeror, Get Nice, the Company and/or the Share Registrar will keep your personal data for as long as necessary to fulfil the purposes for which the personal data was 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, Get Nice, the Company and/or the Share 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, Get Nice, the Company and/or the Share Registrar has/have the right to charge a reasonable fee for the processing of any data access requests. 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 and/or the Share 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

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關要約方、結好、本公司及股份過戶處有關個人資料及該條例之政策及慣例。

#### 1. 收集閣下個人資料之原因

如閣下就本身之股份接納要約，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不獲受理或有所延誤。倘閣下提供之資料有任何不準確之處，閣下務必立刻通知要約方、結好、本公司及/或股份過戶處。

#### 2. 用途

閣下於本接納表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 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；
- 登記以閣下名義轉讓股份；
- 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；
- 確定閣下根據要約項下之權利；
- 發佈自要約方、結好、本公司及/或彼等各自之代理、員工及顧問以及股份過戶處之通訊；
- 編製統計資料及股東簡歷；
- 按法例、規則或法規(無論法定或非法定者)之要求作出披露；
- 披露有關資料以便索償或享有權利；
- 與要約方、結好、本公司或股份過戶處業務有關之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及/或以便要約方、結好、本公司及/或股份過戶處履行彼等對股東及/或監管機構之責任及股東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作為機密資料妥當保存，惟要約方、結好、本公司及/或股份過戶處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或境外)該等個人資料：

- 要約方、結好、本公司及/或彼等各自之代理及顧問、股份過戶處及海外股份過戶總處(如有)；
- 向要約方、結好、本公司及/或股份過戶處就其/彼等業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 聯交所、證監會及任何其他監管或政府機構；
- 與閣下進行交易或擬進行交易之任何其他人士或機構，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約方、結好、本公司及/或股份過戶處認為必需或適當情況下之任何其他人士或機構。

#### 4. 個人資料的保留

要約方、結好、本公司及/或股份過戶處將按收集個人資料所需的用途保留閣下的個人資料。毋須保留的個人資料將會根據該條例銷毀或處理。

#### 5. 獲取及更正個人資料

該條例賦予閣下有權確認要約方、結好、本公司及/或股份過戶處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例，要約方、結好、本公司及/或股份過戶處可就獲取任何資料之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之所有要求，須提交要約方、結好、本公司及/或股份過戶處(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。