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春港交易及終了所有限公司、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的任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 4 September 2024 (the "Offer Document") jointly issued by Mr. Liu Guanzhou (the "Offeror") as the offeror and Wuxi Life International Holdings Group Limited (the "Company") as the offeree company. 除文義另有所指外,本核納表格所用調彙與劉冠州先生(「要約人」)(作為要約人)與悟喜生活國際控股集團有限公司(「公司」)(作為受要約公司)於二零二四年九月四日聯合刊發之綜合要約公司應文件(「要約文件」)所界定者具有相同涵義。

Branch Share Registrar and transfer office in Hong Kong: Tricor Tengis Limited 於香港的股份過戶登記分處: 卓佳登捷時有限公司

17/F, Far East Finance Centre 16 Harcourt Road Hong Kong 香港夏鬆道16號遠東金融中心17樓

To be completed in all respects except the sections marked "Do not complete" 除註明「毋須填寫」的部分外·每項均須填寫 FORM OF ACCEPTANCE 接納表格



Wuxi Life International Holdings Group Limited

悟喜生活國際控股集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code 股份代號: 8148)

MANDATORY UNCONDITIONAL CASH OFFER BY EMPEROR CORPORATE FINANCE LIMITED ON BEHALF OF THE OFFEROR TO ACQUIRE ALL ISSUED SHARES OF WUXI LIFE INTERNATIONAL HOLDINGS GROUP LIMITED (OTHER THAN THOSE SHARES ALREADY OWNED AND/OR

AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH HIM) 英皇企業融資有限公司代表要約人提出之強制無條件現金要約以收購悟喜生活國際控股集團有限公司全部已發行股份 (要約人及其一致行動人士已擁有及/或同意將予收購的股份除外)

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the

TO ACCEPT THE OFFER

terms and conditions contained herein and in the accom 根據本表格及隨附的要約文件所載條款及條件,下	panying Offer Document. 列「轉讓人」現按下列代價,將以下註明]轉讓人所持有的股份轉讓予下列「承讓人」。	by the Transferor	s) specified	1 below subject to the		
Number of Shares tendered for acceptance (Note) 閣下提呈接納的股份數目 (附註)	FIGURES 數目	WORDS 大寫					
Share certificate number(s) 股票編號							
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及完整地址 (EITHER TYPE-WRITTEN OR WRITTEN IN	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字					
BLOCK CAPITALS) (請用打字機或正楷填寫)	Registered address 登記地址		Telephone numbe 電話號碼	èr			
CONSIDERATION 代價	HK\$0.12 in cash for each Offer Share 每股要約股份現金0.12港元						
TRANSFEREE 承讓人	Name 名稱: Registered address 登記地址: Occupation 職業:	Liu Guanzhou 劉冠州 Room 101, Unit 2, Building 10, Xixi Jindi Fenghua Community, Wuchang Street, Yuhang District, Hangzhou, China. 中國杭州市餘杭區五常街道西溪金地風華小區10號樓2單元101室 Merchant 商人					
SIGNED by the transferor(s) to this transfer, this	day of	於二零二四年月日簽署					
If you have accepted the Offer in this Form of Acceptance, please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Offer. All joint holders must sign. Vivinessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below. 信 閣下於本接納表格中接納要約,請於下方簽署一次,以作為轉讓人接納要約。所有聯名持有人均須簽署。 閣下應在另一名並非聯名持有人的18歲或以上人士亦須如下所示簽署及填寫其姓名及地址。 Signed by the Transferor(s) in the presence of: 轉讓人在下列見證人見證下簽署:							
Signature of witness 見證人簽署	Signature(s) of Transferor(s)/Company chop, if applicable 轉讓人簽署/公司印鑑(如適用)			MUST SIGN HERE 所有聯名 期權持有人均須於本欄簽署			
Address of witness 見證人地址				-			
Occupation of witness 見證人職業		Date 日期					
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署:	Do not comple	ete 請勿填寫本欄 Signed by or behalf of 由以下人士或其代表簽署 Liu Guanzhou 劉冠州					
SIGNATURE OF WITNESS 見證人簽署		Authorised Signatory(ies): 授權簽署人:					
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 of Transferee or its duly authorised agent(s)						
Date of Transfer 轉讓日期	承讓人或其正式授權代理簽署						

Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater or smaller than those physical Share(s) tendered for acceptance of the Offer and you have signed this form, this 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.

請填上接納要約之股份總數。倘並無填上有關股份數目或填上之數目大於或小於提呈供接納要約之實際股份數目,而 閣下已簽署本表格,則本表格將退回 閣下以作更正及再 行提交。任何經更正之表格將必須於接納要約之最後時限或之前再行提交及由過戶登記處接獲。

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

If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or transferee(s), 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 Offer is in respect of a company incorporated in Cayman Islands and listed in Hong Kong and is therefore subject to the procedure and disclosure requirements of laws, regulatory and rules in Hong Kong which may be different to those in other jurisdictions. The ability of Qualifying Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the Offer may be subject to the laws and regulations of the relevant jurisdictions. Such Qualifying Shareholders may be prohibited from participating in the Offer. It is the responsibility of each such Qualifying Shareholder to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents which may be required, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.

Any acceptance of the Offer by such Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. Qualifying Shareholders should consult their professional advisers if in doubt.

This Form of Acceptance should be read in conjunction with the Offer Document. All words and expressions defined in the Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

You should read the Offer Document before completing this form. To accept the Offer made by Emperor Corporate Finance for and on behalf of the Offeror at HK\$0.12 per Share in cash, you should duly complete and sign this form and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) 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 at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong in an envelope marked "Wuxi Life International Holdings Group Limited – Offer" as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on the Closing Date or such later time and/or date as the Offeror may decide and announce and the Executive may approve. Unless the Offer is extended or revised in accordance with the Takeovers Code, no Form of Acceptance received after the Closing Date will be accepted.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: the Offeree Company and the Registrar

- 1. My/Our execution of this Form of Acceptance shall also be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our acceptance of the Offer made by Emperor Corporate Finance for and on behalf of the Offeror in respect of the number of Shares inserted in this form and subject to the terms set out or referred to in the Offer Document and this Form of Acceptance, and such acceptance shall be irrevocable except in the circumstances that such accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code:
 - (b) my/our irrevocable instruction and authority to each of the Offeror and Emperor Corporate Finance or their respective agent(s) to send a cheque marked "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 (taking into account of any scaling down of my/our acceptance, stamp duty and the fees payable to the Registrar in respect of lost or unavailable Share certificates) and (if applicable) any Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for Shares not taken up by the Offeror by ordinary post at my/our own risk to the person and 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;
 - (Insert name and address of the person to whom the cheque should be sent (if different from the registered Shareholder or the first-named of joint registered Shareholders))

	Name: (in block letters)
	Address: (in block letters)
٥)	my/any improachle instruction and authority to each of the Offeren Empayor Company Empayor and/an such parcon or parcons as any of them may direct for the

- (c) my/our irrevocable instruction and authority to each of the Offeror, Emperor Corporate Finance and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by 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 Share(s) 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;
- (d) my/our irrevocable instruction and authority to each of the Offeror, Emperor Corporate Finance and/or such person or persons as any of them may direct to complete 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 purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer;
- (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Offer on and subject to the terms set out or referred to in the Offer Document and this Form of Acceptance;
- (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 Share(s) 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 and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Closing Date;
- (g) my/our irrevocable instruction and authority to the Offeror, Emperor Corporate Finance and/or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), 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 were Share certificate(s) delivered to the Registrar together with this Form of Acceptance.
- 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 Emperor Corporate Finance that the number of Share(s) specified in this Form of Acceptance will be 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 and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Closing Date.
- 3. In the event that my/our acceptance is not valid, or is treated as invalid, 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 the Offeror, Emperor Corporate Finance, the Registrar and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or 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.
 Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by any of the Offeror, Emperor Corporate Finance and/or any of
 - Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by any of the Offeror, Emperor Corporate Finance and/or any of their agent(s) from the Company or the Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.
- 4. I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror, Emperor Corporate Finance, the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
- 5. I/We represent and warrant to each of the Offeror, Emperor Corporate Finance, the Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Acceptance and I/we have the full, power and authority to tender, sell, assign or transfer my/our Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Offer.
- 6. It is the responsibility of each Qualifying Shareholder who is a citizen, resident or national of a jurisdiction outside of Hong Kong to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.
- 7. Any acceptance of the Offer by any Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror and that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
- 8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格乃重要文件,請即處理。

閣下如對本接納表格之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。 閣下如已售出或以其他方式轉讓名下所有股份,應立即將本接納表格及隨附之要約文件送交買方或承讓人、持牌證券交易商或註冊證券機構,或經手買賣或轉讓之其他代理,以便轉交買方或承讓人。

要約涉及一間於開曼群島註冊成立並於香港上市之公司,故須遵守香港法律、法規及規例之程序及披露規定,而有關規定可能有別於其他司法權區。屬香港以外司法權區之市民、居民或公民之合資格股東參與要約之能力或受相關司法權區之法律及法規的規限。有關合資格股東可能不得參與要約。各相關合資格股東有責任自行全面遵守相關司法權區之相關法律及法規(包括取得可能規定之任何政府、外匯管制或其他同意,或存檔及登記,以及支付有關合資格股東於該等相關司法權區應付之任何鹹讓費用或其他稅頂)。

有關合資格股東如接納要約即被視作構成有關合資格股東向要約人作出之聲明及保證:即(i)已遵守所有有關該接納的當地法律及規定及(ii)有關合資格股東可根據相關司法權區的法律及法規接納要約,而該接納根據一切適用法律及法規屬有效及具約東力。合資格股東如有任何疑問應諮詢彼等的專業顧問。

本接納表格應與要約文件一併閱讀。除非文義另有所指,否則本表格所用詞彙與要約文件所界定者具有相同涵義。

如何填寫本接納表格

閣下填寫本表格前務請細閱要約文件。 閣下如接納由英皇企業融資代表要約人提出每股股份0.12港元現金之要約, 閣下應填妥及簽署本表格·並將整份表格連同不少於 閣下欲接納要約涉及之股份數目之股票·過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)(如適用),於收到接納表格後以郵遞或專人送遞方式盡快遞交過戶登記處(地址為香港夏慤道16號遠東金融中心17樓),信封註明「悟喜生活國際控股集團有限公司一要約」,惟上述文件無論如何不得遲於截止日期下午四時正(香港時間)或要約人可能決定及公佈且執行人員可能批准之有關較後時間及/或日期遞交過戶登記處。除非要約根據收購守則予以延期或修訂,否則於截止日期後收到之接納表格將不獲受理。

要約之接納表格

致:受要約公司及過戶登記處

- 1. 本人/吾等一經簽署本接納表格,本人/吾等之繼任人及受讓人亦將受此約束,並構成:
 - (a) 本人/吾等在要約文件及本接納表格所載或所指條款的規限下,就本表格所填入之股份數目接納由英皇企業融資代表要約人作出之要約,而該項接納不可撤銷,惟該名接納股東根據收購守則規則19.2或遵照收購守則規則17獲授權撤回之情況則除外;
 - (b) 本人/吾等不可撤回地指示及授權要約人及英皇企業融資或彼等各自之代理,各自將本人/吾等根據要約條款有權收取之現金代價以「不得轉讓 只准入抬頭人賬戶」方式劃線開出之支票(經計及本人/吾等之接納任何縮減部分、印花稅及就遺失或未能出示股票而應付過戶登記處之費用)及(如 適用)未獲要約人承購之股份之任何股票、過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)(如適用),以普通 郵遞方式寄至下述人士及地址,或如下文並無列明姓名及地址,則寄至本人或(如屬聯名註冊股東)吾等之排名首位者在股東名冊所示之註冊地址, 郵談風險概由本人/吾等承擔;

(請在本欄填上應收取支票人士之姓名及地址(如與註冊股東或排名首位者之聯名註冊股東之姓名及地址不同))

姓名:(請用正楷填寫)			
地址:(請用正楷填寫)			

- (c) 本人/吾等不可撤回地指示及授權要約人、英皇企業融資及/或彼等任何一方可就此指定之一名或多名有關人士,各自代表本人/吾等訂立及簽署 按香港法例第117章《印花稅條例》第19(1)條規定本人/吾等作為本人/吾等將根據要約出售股份之賣方而須訂立及簽署之成交單據,並按該條例 之條文規定安排該單據加蓋印花及安排在本接納表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權要約人、英皇企業融資及/或彼等任何一方可能指定之一名或多名有關人士,各自代表本人/吾等填妥及簽署任何有關本人/吾等接納要約之文件,以及作出任何其他可能屬必要或權宜之行動,以將本人/吾等根據要約而提呈接納之股份,歸屬於要約人及/或其可能指定之一名或多名有關人士;
- (e) 本人/吾等明白本人/吾等簽署本接納表格即被視作根據及遵守要約文件及本接納表格所載或所指之條款構成接納要約;
- (f) 本人/吾等承諾於必需或合宜時簽署有關進一步文件及以進一步保證之形式作出有關該等行動及事項,以將本人/吾等根據要約提呈接納之股份轉讓予要約人或其可能指定之一名或多名人士,且不附帶一切留置權、押記、產權負擔、優先購買權及具任何性質之任何其他第三方權利,並連同該等股份於任何時候所產生及附帶的所有權利及裨益,包括收取記錄日期(為截止日期或之後)的任何股息或其他分派之所有權利;
- (g) 本人/吾等不可撤回地指示及授權要約人、英皇企業融資及/或彼等任何各自之代理,代表本人/吾等根據及憑藉交回經本人/吾等正式簽署之隨 附過戶收據及/或其他所有權文件(及/或就此所需之任何令人信納之彌償保證)(如適用)以從過戶登記處領取就股份將發行予本人/吾等之股票, 並將有關股票送交過戶登記處,且授權及指示過戶登記處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送交過 戶登記處。
- 2. 本人/吾等明白本人/吾等接納要約,將被視為構成本人/吾等向要約人及英皇企業融資保證本接納表格所註明股份數目在出售時將不附帶一切留置權、押記、產權負擔、優先購買權及具任何性質之任何其他第三方權利,並連同該等股份於任何時候所產生及附帶的所有權利及裨益,包括收取記錄日期(為截止日期或之後)的任何股息或其他分派之所有權利。
- 3. 倘根據要約條款,本人/吾等之接納無效或被視作無效,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人、 英皇企業融資、過戶登記處及/或彼等任何一方可能指定之一名或多名人士,向本人/吾等退還本人/吾等之股票及/或過戶收據及/或其他所有權文 件(及/或就此所需之任何令人信納之彌償保證)(如適用),並連同已正式註銷之本表格,一併以普通郵遞方式寄至上文第1(b)段所列之人士,或如無 列明姓名或地址,則寄至本人或(如屬聯名註冊股東)吾等之排名首位者在股東名冊所示之註冊地址,郵誤風險概由本人/吾等承擔。

附註:倘本人/吾等交回一份或以上過戶收據,而同時要約人、英皇企業融資及/或彼等之任何代理已代表本人/吾等向公司或過戶登記處領取相關股票,則該等股票而非過戶收據將展還予本人/吾等。

- 4. 本人/吾等茲附上將由要約人、英皇企業融資、過戶登記處及/或彼等任何一方可能指定之一名或多名人士根據要約條款及條件持有之本人/吾等全部或部分股份之相關股票、過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)(如適用)。本人/吾等明白任何接納表格、股票、過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)(如適用)概不獲發收據。本人/吾等進一步了解到所有文件將以普通郵遞方式寄發,郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等向要約人、英皇企業融資、股份過戶登記處及/或彼等任何一方可能指定之一名或多名人士各自作出聲明及保證,表示本人/吾等為本接納表格所註明之股份數目之註冊股東,而本人/吾等具有全權及獲授權,以接納要約之方式向要約人提呈、出售、轉讓或轉移本人/吾等之股份(連同其所產生或附帶之一切權利)。
- 6. 屬香港以外司法權區之市民、居民或公民之各合資格股東有責任自行全面遵守相關司法權區之相關法律及法規(包括取得任何政府、外匯管制或其他同意,或存檔及登記,以及支付有關合資格股東於該等相關司法權區應付之任何轉讓費用或其他稅項)。
- 7. 任何合資格股東如接納要約即被視作構成有關合資格股東向要約人作出之聲明及保證,即(i)已遵守所有有關該接納的當地法律及規定以及(ii)有關合資格股東可根據相關司法權區的法律及法規接納要約,而該接納將根據一切適用法律及法規屬有效及具約束力。
- 8. 本人/吾等確認,除要約文件及本接納表格明文規定者外,據此作出之所有接納、指示、授權及承諾均屬不可撤回及無條件。

Personal Information Collection Statements

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:

1. Reasons for the collection of your personal data

In accepting 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 invalidated, 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 relevant register of holders of the Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, its agents such as financial advisers, and/or the Registrar;
- · compiling statistical information and Shareholder profiles;
- · establishing benefit entitlements of the Shareholders;
- · disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise):
- any other purpose in connection with the business of the Offeror or the Offeree Company; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror, Emperor Corporate Finance 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, Emperor Corporate Finance, any of their agents and/or advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Emperor Corporate Finance 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 Offeror, Emperor Corporate Finance and/or the Registrar 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, Emperor Corporate Finance and/or the Registrar holds 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, Emperor Corporate Finance and/or the Registrar has/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, Emperor Corporate Finance 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

個人資料收集聲明

閣下於本接納表格提供的個人資料可能會被用作、持有及/或保存(以任何方式)作下列用途:

1. 收集 閣下個人資料的原因

於接納有關 閣下股份的要約時, 閣下須提供所需的個人資料。倘未 能提供所需資料,則可能導致 閣下的接納在處理時變成無效、遭拒絕 受理或遭到延誤。同時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被用作、持有及/或保存(以任何方式)作下列用途:

- 登記以 閣下名義進行的股份轉讓;
- 存置或更新股份的相關持有人名册;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 分派來自要約人、其代理(例如財務顧問)及/或過戶登記處的通訊;
- 編製統計資料及股東資料;
- 確立股東的受益權利;
- 披露相關資料以便申索權益;
- 根據法律、規則或法規的要求 (無論法定或其他規定)作出披露;
- 有關要約人或受要約公司業務的任何其他用途;及
- 有關上文所述的任何其他附帶或關聯用途,以及股東可能不時同 意或獲知會的其他用途。

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、英皇企業融資及/或過戶登記處可作出被等認為必需的查詢,以確認個人資料的準確性,惟 以達致上述或有關任何上述用途的範圍為限,尤其彼等可向或自下列 任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區) 該等個人資料:

- 要約人、英皇企業融資、彼等的任何代理及/或顧問以及過戶登記處;
- 為要約人、英皇企業融資及/或過戶登記處提供與其業務營運有關的行政、電訊、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 閣下進行或建議進行交易的任何其他人士或機構,例如 閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約人、英皇企業融資及/或過戶登記處認為必需或適當情況下的任何其他人士或機構。

4. 查閱及更正個人資料

根據條例的規定, 閣下有權確定要約人、英皇企業融資及/或過戶登 記處是否持有 閣下的個人資料、獲取該資料副本、以及更正任何錯誤 資料。根據條例,要約人、英皇企業融資及/或過戶登記處有權就辦理 獲取任何查閱資料的要求收取合理費用。查閱資料或更正資料或查詢 有關政策及慣例及所持資料類別的所有要求,應向要約人、英皇企業融 資或過戶登記處(視情況而定)提出。

一經簽署本接納表格,即表示閣下同意上述各項。