

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, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever arising from or in reliance upon the whole or any part of the contents of this form.

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。

Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the accompanying composite offer document dated 5 March 2015 (the "Composite Document") jointly issued by Ming Xin Developments Limited (the "Offeror") and Group Sense (International) Limited (the "Company"). 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，本表格所用詞彙與 Ming Xin Developments Limited (「要約人」) 及權智(國際)有限公司(「本公司」) 於二零一五年三月五日聯合刊發之隨附綜合要約文件(「綜合文件」) 所界定者具有相同涵義。綜合文件附錄一之條文，已收錄及成為本表格之一部分。

THIS FORM FOR USE IF YOU WANT TO ACCEPT THE OFFER.

本表格在閣下欲接納要約時使用。



GROUP SENSE (INTERNATIONAL) LIMITED

權智(國際)有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 00601)

(股份代號: 00601)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF GROUP SENSE (INTERNATIONAL) LIMITED

權智(國際)有限公司

已發行股本中每股面值0.10港元之普通股之接納及過戶表格

This form must be completed in full 本表格每項均須填寫

Hong Kong branch share registrar and transfer office:

Tricor Secretaries Limited — Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong

香港股份過戶登記分處及轉讓登記處:

卓佳秘書商務有限公司 — 香港皇后大道東183號合和中心22樓

You must insert the total number of Share(s) for which the Offer is accepted. 閣下必須填上接納要約之股份總數。	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 terms and conditions contained herein and in the Composite Document, and the Transferee hereby agrees to accept and hold the Share(s) subject to such terms and conditions. 下列「轉讓人」謹此根據本表格及綜合文件中所載之條款及條件規限下將下列代價，將以下註明轉讓人所持有之股份轉讓予下述「承讓人」，而承讓人謹此同意在上述條款及條件之規限下接納及持有相關之股份。		
	Total Number of Share(s) to be transferred (Note) 將予轉讓之股份數目總數(附註)	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	TRANSFEROR(S) name(s) and address in full 轉讓人之全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
		Registered address: 登記地址:	Telephone number: 電話號碼:
CONSIDERATION 代價	HK\$0.4592 in cash for each Share 每股股份現金0.4592港元		
TRANSFEE 承讓人	Name: 名稱: Correspondence address: 通訊地址: Occupation: 職業:	Ming Xin Developments Limited P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands Corporation 法團	

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)/Company chop, if applicable
轉讓人簽署/公司印鑑(如適用)

Date of submission of this form
提交本表格之日期

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名登記
持有人均須於
本欄簽署

Do not complete 請勿填寫本欄

Signed by or for and on behalf of the 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

Date of Transfer 轉讓日期

For and on behalf of

代表

Ming Xin Developments 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人簽署

Note: 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 represented by the certificates for Share(s) tendered for acceptance of the Offer, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar on or before the latest time of acceptance of the Offer.

附註: 請填上接納要約的股份總數。倘並無填上數目或所填數目大於或小於閣下用作接納要約之股份(以股票代表), 則本要約接納表格將退回予閣下進行修改及重新遞交。任何經更正的接納表格必須於接納要約的最後期限或之前再行提交並送達股份過戶登記處。

* for identification purpose only

* 僅供識別

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this form 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 Share(s), you should at once hand this form 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).

The making of the Offer to the Overseas Shareholders may be affected by the laws of the relevant jurisdictions. The Overseas Shareholders should observe any applicable legal or regulatory requirements and, where necessary, seek legal advice. It is the responsibilities of the Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such Overseas Shareholders in respect of such jurisdictions). The Offeror, its beneficial owner, Octal Capital, Get Nice Securities, the Company, the Registrar, any of their respective directors and professional advisors and all persons involved in the Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay. Any acceptance of the Offer by the Overseas Shareholders will be deemed to constitute a representation and warranty from such person that the relevant local laws and regulatory requirements have been fully complied with by such person, and such acceptance shall be valid and binding in accordance with all applicable law. 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 representation and warranty. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

This form should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS FORM

Shareholders should read carefully the Composite Document before deciding whether or not to accept the Offer. To accept the Offer made by Octal Capital and Get Nice Securities on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.4592 per Share, you should complete and sign this form and forward this form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or 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 wish to accept the Offer, by post or by hand, marked "Group Sense (International) Limited — Offer" on the envelope, to the Registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as practicable, but in any event so as to reach the Registrar by no later than 4:00 p.m. on Thursday, 26 March 2015 (or such later time and/or date as the Offeror may decide and announce, with the consent of the Executive, in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this form.

FORM OF OFFER ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror, Octal Capital and Get Nice Securities

1. My/Our execution of this form (which shall be dated and duly completed pursuant to Appendix I of the Composite Document) will be binding on my/our successors and assignees, and will constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Octal Capital and Get Nice Securities on behalf of the Offeror and contained in the Composite Document for the consideration and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in this form;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Octal Capital and/or Get Nice Securities 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 after deducting all seller's(s') ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer and the fees payable to the Registrar in respect of lost or unavailable share certificate(s), by ordinary post at my/our 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 of members of the Company as soon as possible but in any event within 7 Business Days of the date of receipt by the Registrar of all the relevant documents to render the acceptance under the Offer complete and valid;
(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 capitals)
 - Address:** (in block capitals)
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Octal Capital and/or Get Nice Securities 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, executed and delivered 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 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 articles of association of the Company and to make endorsement on it under that Ordinance;
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Octal Capital and/or Get Nice Securities and/or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Offer;
 - (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 Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from all liens, claims, charges, options, equities, encumbrances or other third party rights of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, the rights to receive all future dividends and/or other distributions (if any) declared, paid or made on or after the date on which the Offer is made, being the date of despatch 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 Octal Capital and/or Get Nice Securities and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein;
 - (g) my/our irrevocable instruction and authority to the Offeror and/or Octal Capital and/or Get Nice Securities 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 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), 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;
 - (h) my/our appointment of the Offeror and/or Octal Capital and/or Get Nice Securities as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Offer is made and thereafter be irrevocable; and
 - (i) my/our understanding that my/our execution of this form shall be deemed to constitute acceptance of the Offer on and subject to the terms set out or referred to in the Composite Document and this form, including any revision or extension of the terms of such Offer, in the case of any revision, where the Offer is revised and the consideration offered under such revised Offer does not represent on such date (on such basis as Octal Capital and Get Nice Securities, on behalf of the Offeror may consider appropriate) a reduction in the value of the Offer in its original or any previously revised form(s). Also my/our instruction and authority to each of the Offeror, Octal Capital, Get Nice Securities and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, Octal Capital and Get Nice Securities that (i) the number of Share(s) specified in this form will be sold fully paid and free from all liens, claims, charges, options, equities, encumbrances or other third party rights of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, the rights to receive all future dividends and/or other distributions (if any) declared, paid or made on or after the date of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner, Octal Capital, Get Nice Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws. 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 representation and warranty.
 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 and in which event, I/we authorise and request the Offeror, Octal Capital, Get Nice Securities and 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 required in respect thereof), together with this form duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) 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: Where you 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 Octal Capital and/or Get Nice Securities and/or any of their respective agent(s) from the Company or the Registrar on your behalf, you will be sent 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 other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any form(s) of Offer acceptance, share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent to me/us by ordinary post at my/our own risk.
 5. I/We warrant and represent that I am/we are the registered Shareholder(s) of the number of Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Offer.
 6. I/We warrant to the Offeror and the Company that I/we have satisfied the laws 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, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory or legal requirements.
 7. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or 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.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and this form, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
 9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Octal Capital, Get Nice Securities and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been 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 Registrar at Level 22, 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 an/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 representation and warranty.
 10. I/We acknowledge that my/our Shares sold to the Offeror by way of the Offer will be registered under the name of the Offeror and/or its nominee(s).

本表格乃重要文件，請 閣下即時處理。

閣下如對本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。

閣下如已將名下之股份全部售出或以其他方式轉讓，應立即將本表格及隨附之綜合文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

向海外股東提出要約可能會受有關司法權區之法例影響。海外股東應遵守任何適用法律或監管規定，並於需要時尋求法律意見。海外股東如欲接納要約，須自行負責就接納要約全面遵守有關司法權區之法例及規例(包括取得任何可能需要的政府或其他同意，或遵守其他必要的手續及支付該等海外股東就該等司法權區應付之任何轉讓稅或其他稅項)。要約人、其實益擁有人、八方金融、結好證券、本公司、股份過戶登記處、彼等各自之任何董事及專業顧問及所有參與要約之人士及彼等各自之代理有權獲全面彌償及毋須就 閣下可能須付之任何稅項及徵費承擔任何責任。海外股東接納要約將被視為構成該等人士之聲明及保證，該等人士已全面遵守相關地方法律及規例規定，而根據所有適用法例，該接納為有效及具約束力。為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何上述聲明及保證規限。閣下於決定是否接納要約時應諮詢專業意見。

本表格應與綜合文件一併閱讀。

如何填寫本表格

股東決定是否接納要約前，應細閱綜合文件。為接納由八方金融及結好證券代表要約人按每股股份0.4592港元之現金價格收購 閣下之股份所提出之要約，閣下應填妥及簽署本表格並寄發本表格，連同 閣下欲接納要約之股份數目之相關股票及/或過戶收據及/或其他所有權文件及/或就此所需並令人信納之任何彌償保證(信封面須註明「權智(國際)有限公司 — 要約」)，於實際可行情況下盡快以郵寄或由專人送交股份過戶登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓，惟無論如何必須於二零一五年三月二十六日(星期四)下午四時正(或要約人根據《收購守則》可能決定及公佈並獲執行人員同意之有關較後時間及/或日期)前送達。綜合文件附錄一所載之條文已納入本表格並構成其中部分。

有關要約之要約接納表格

致：要約人、八方金融及結好證券

1. 本人/吾等一經簽署本表格(須根據綜合文件附錄一註明日期及填妥)，本人/吾等之承繼人及受讓人將受此約束，並構成：

- 本人/吾等不可撤回地接納由八方金融及結好證券代表要約人提出並於綜合文件載列之要約，及受制於綜合文件及本表格所載之代價及條款，就本表格指定之股份數目；
- 本人/吾等不可撤回地指示及授權各要約人及/或八方金融及/或結好證券及/或彼等各自之代理，各自就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等就本人/吾等接納要約應付之所有賣方從價印花稅及就遺失或未能出示股票而應付股份過戶登記處之費用)，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後盡快惟無論如何實於股份過戶登記處接獲所有相關文件致使要約項下之接納為完整及有效之日起計7個工作日內，按以下地址以平郵方式寄予以下人士，或如無於下欄填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；

(倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

- 本人/吾等不可撤回地指示及授權各要約人及/或八方金融及/或結好證券及/或彼等任何一方可能就此指定之有關人士，各自代表本人/吾等製備、簽立及交付香港法例第117章《印花稅條例》第19(1)條規定本人/吾等作為根據要約出售股份之賣方須製備，簽立及交付之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本表格背書證明及於有必要時按聯交所規定之格式編製、簽立及交付任何其他文件或文據，以根據本公司組織章程實現有效轉讓該等股份，並按該條例在其背書證明；
- 本人/吾等不可撤回地指示及授權各要約人及/或八方金融及/或結好證券及/或彼等任何一方可能指定之有關人士，各自代表本人/吾等填妥、修改及簽署任何有關本人/吾等接納要約之文件，以及辦理任何其他必需或權宜之手續，將本人/吾等提交接納要約之股份轉歸要約人及/或其可能指定之有關人士所有；
- 本人/吾等承諾於必需或合宜時簽署有關進一步文件及辦理有關其他手續及事項，以進一步確保本人/吾等根據接納要約提交之股份轉讓予要約人或其可能指定之有關人士，該等股份已繳足股款亦不附帶一切留置權、申索權、押記、購股權、衡平權、產權負擔或任何性質之其他第三方權利，並連同現在或之後附帶或累算之一切權利，包括但不限於收取在提出要約日期(即寄發綜合文件之日期)或之後宣派、派付或作出的所有未來股息及/或其他分派(如有)的權利；
- 本人/吾等同意追認要約人及/或八方金融及/或結好證券及/或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜；
- 本人/吾等不可撤回地指示及授權要約人及/或八方金融及/或結好證券及/或彼等各自之代理，代表本人/吾等交回經本人/吾等正式簽署之隨附過戶收據及/或其他所有權文件(及/或就此所需之令人信納之彌償保證)，根據及憑此向本公司或股份過戶登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交股份過戶登記處，且授權及指示股份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)股票已連同本表格一併送交股份過戶登記處；
- 本人/吾等委任要約人及/或八方金融及/或結好證券為本人/吾等就本表格有關之全部股份之受權人，該授權於提出股份要約日期及時間起生效，且隨後不得撤回；及
- 本人/吾等明白本人/吾等簽署本表格即被視作根據及遵守綜合文件及本表格所載或所指之條款(包括該要約之條款之任何修訂或延長)構成接納要約，而就任何修訂而言，指要約經修訂而該修訂要約提呈之代價，並不代表要約之價值在該日(按八方金融及結好證券(代表要約人)認為適當之基準)較原訂或任何原先經修訂形式之價值減少。同時，本人/吾等指示及授權要約人、八方金融、結好證券及/或股份過戶登記處或彼等各自之代理，或彼等任何一方可能就此指定之人士，各自代表本人/吾等接納任何該經修訂之要約及代表本人/吾等以本人/吾等之名義簽署所有該等進一步文件(如有)以使其項接納有效。

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、八方金融及結好證券聲明及保證(i)本表格所註明股份數目將在已繳足股款及不附帶一切留置權、申索權、押記、購股權、衡平權、產權負擔或任何性質之其他第三方權利，並連同現在或之後附帶或累算之一切權利下出售(包括但不限於收取在綜合文件日期或之後宣派、派付或作出的所有未來股息及/或其他分派的權利(如有))；及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使要約人、其實益擁有人、八方金融、結好證券或任何其他人士違反任何地區與要約或其接納有關之法律或監管規定，且本人/吾等根據所有適用法例獲准接獲及接納要約(及其任何修訂)，而根據所有適用法例，該接納為有效及具有約束力。為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何上述聲明及保證規限。

3. 倘按要約之條款本人/吾等之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人/吾等授權並懇請要約人及/或八方金融及/或結好證券及/或彼等各自可能指定之有關人士將本人/吾等之股票及/或過戶收據及/或其他所有權文件(及/或就此所需之令人信納之彌償保證)連同已正式註銷之本表格以平郵方式一併寄予上文1(b)所列之人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者(如為聯名登記股東)，郵誤風險概由本人/吾等承擔。

附註：倘 閣下交出一份或以上過戶收據，而要約人及/或八方金融及/或結好證券及/或彼等各自之代理已代表 閣下從本公司或股份過戶登記處領取有關股票，則發還予 閣下該(等)股票而非過戶收據。

4. 本人/吾等茲附上本人/吾等持有之全部或部分股份之相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需之令人信納之任何彌償保證)，由 閣下按要約之條款及條件予以保存。本人/吾等明白任何交回之要約接納表格、股票及/或過戶收據及/或其他所有權文件(及/或就此所需之令人信納之彌償保證)概不獲發收據。本人/吾等亦了解所有文件將以平郵方式寄發，且一切郵誤風險概由本人/吾等自行承擔。

5. 本人/吾等保證及聲明，本人/吾等為本表格所註明股份數目之登記股東，而本人/吾等有十足權利、權力及授權以接納要約之方式，向要約人出售及移交本人/吾等之股份(連同累算或附帶之一切權利)之所有權及擁有權。

6. 本人/吾等向要約人及本公司保證，本人/吾等已遵守在本公司股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納要約方面之法例，包括獲得任何所需之政府、外匯管制或其他方面之同意及任何註冊或存檔，及辦理一切必須之手續或遵守監管或法律規定。

7. 本人/吾等向要約人及本公司保證，本人/吾等須就支付在本公司股東名冊上載列本人/吾等地址所在司法權區關於本人/吾等接納要約方面應付之任何轉讓稅或其他稅項或徵費承擔全部責任。

8. 本人/吾等知悉，除綜合文件及本表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

9. 本人/吾等就要約所涉及已接納或被視為已接納股份(而其接納並未被有效撤回及並無以要約人之名義或按其指示登記)，向要約人、八方金融、結好證券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)：

- 本人/吾等授權本公司及/或其代理人將可能須向本人/吾等作為本公司股東寄發之任何通告、通函、保證或其他文件或通訊(包括任何股票及/或因將該等股份轉為證書形式而發出之其他所有權文件)送交股份過戶登記處(地址為香港皇后大道東183號合和中心22樓)；
- 不可撤回地授權要約人或其代理人代表本人/吾等簽署任何同意書，以縮短本公司任何股東大會之通知期，及/或出席及/或由要約人簽立該等股份相關之委任表格以提名任何人士出席本公司之該等股東大會(或其任何續會)，以及代表本人/吾等行使該等股份所附帶之投票權，而該等投票權將以要約人全權酌量釐定之方式作出投票；及
- 本人/吾等協定，在未經要約人之同意下不會行使任何相關權利，以及本人/吾等不可撤回地承諾不會就任何股東大會委任代表，或親身出席股東大會，及在上文所規限下，如本人/吾等以往已就本公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人/吾等謹此明確撤回有關委任。

為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何上述聲明及保證規限。

10. 本人/吾等知悉，本人/吾等以要約之方式向要約人出售之股份將以要約人及/或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Octal Capital, Get Nice Securities 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. It is important that you inform the Offeror, Octal Capital, Get Nice Securities, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this form 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 and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, Octal Capital, Get Nice Securities 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 Offeror, Octal Capital, Get Nice Securities or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Octal Capital, Get Nice Securities and/or the Registrar to discharge their obligations to the Shareholders and/or regulators 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 will be kept confidential but the Offeror and/or Octal Capital and/or Get Nice Securities 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, Octal Capital, Get Nice Securities and/or any of their agents and advisors and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Octal Capital and/or Get Nice Securities 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 institution in securities; and
- any other persons or institutions whom the Offeror, Octal Capital, Get Nice Securities or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, Octal Capital, Get Nice Securities 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.

5. Access to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Octal Capital and/or Get Nice Securities 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 Offeror and/or Octal Capital and/or Get Nice Securities and/or the Registrar 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, Octal Capital, Get Nice Securities or the Registrar (as the case may be).

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

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關要約人、八方金融、結好證券及股份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(「**該條例**」)之政策及慣例。

1. 收集閣下個人資料之原因

如就閣下之股份接納要約，閣下須提供所需之個人資料，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。所提供之資料如有任何錯誤，閣下須立即知會要約人、八方金融、結好證券、本公司及/或股份過戶登記處。

2. 用途

閣下於本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表格及綜合文件所載條款及申請手續；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人、八方金融、結好證券及/或彼等各自之代理人、人員及顧問及股份過戶登記處所發出之通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以便進行權益申索；
- 遵照法例、規則或規例規定(不論法定或其他規定)作出披露；
- 有關要約人、八方金融、結好證券或股份過戶登記處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及/或使要約人、八方金融、結好證券及/或股份過戶登記處得以履行彼等對股東及/或監管機構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

本表格提供之個人資料將會保密，惟要約人及/或八方金融及/或結好證券及/或股份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，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(不論在香港境內或香港境外地區)該等個人資料：

- 要約人、八方金融、結好證券及/或其任何代理人及顧問及股份過戶登記處；
- 為要約人及/或八方金融及/或結好證券及/或股份過戶登記處之業務經營提供行政、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；
- 與閣下進行交易或計劃進行交易之任何其他個人或機構，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
- 要約人、八方金融、結好證券或股份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. 個人資料的保留

要約人、八方金融、結好證券及股份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個人資料。毋需保留之個人資料將會根據該條例銷毀或處理。

5. 查閱及更正個人資料

根據該條例之規定，閣下可確認要約人及/或八方金融及/或結好證券及/或股份過戶登記處是否持有閣下之個人資料，索取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及/或八方金融及/或結好證券及/或股份過戶登記處可就查閱任何資料之請求收取合理之手續費。查閱資料或更正資料或索取有關政策及慣例及所持資料類別之資料之所有請求，須提交予要約人、八方金融、結好證券或股份過戶登記處(視情況而定)。

閣下簽署本表格即表示同意上述所有條款。