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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 29 April 2021 (the "Composite Document") jointly issued by Flourish Nation Enterprises Limited (the "Offeror") and HKE Holdings Limited (the "Company"). 除非文義另有所指，否則本接納表格所用詞彙與盛國企業有限公司(「要約人」)及HKE Holdings Limited(「本公司」)聯合刊發日期為2021年4月29日之綜合要約文件(「綜合文件」)內所界定者具有相同涵義。

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。

HKE Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 1726)

(股份代號: 1726)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF HKE HOLDINGS LIMITED

HKE Holdings Limited

已發行股本中每股面值0.01港元之普通股之接納及過戶表格

All parts should be completed except the sections marked "Do not complete"

除註明「請勿填寫本欄」之部分外，每項均須填寫

Hong Kong branch share registrar and transfer office: Boardroom Share Registrars (HK) Limited

香港股份過戶登記分處：寶德隆證券登記有限公司

Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong

香港北角電氣道148號21樓2103B室

You must insert the total number of Offer Share(s) for which the Offer is accepted. 閣下必須填上接納要約之要約股份總數。	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee(s)" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 受本表格及隨附之綜合文件載列之條款及條件所規限，下述「轉讓人」謹此按下列代價接納要約，並向下述「承讓人」轉讓以下所註明由轉讓人持有之股份。		
	Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	TRANSFEROR(S) name(s) and address in full 轉讓人全名及完整地址 (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: Registered address: 登記地址:	Forename(s): 名字: Telephone number: 電話號碼:
	CONSIDERATION 代價	HK\$0.188 in cash for each Offer Share 每股要約股份現金0.188港元	
TRANSFEE(S) 承讓人	Company name: 公司名稱: Correspondence address: 通訊地址: Occupation: 職業:	Flourish Nation Enterprises Limited 盛國企業有限公司 Room 3602, Level 36, Tower 1, Enterprise Square Five, 38 Wang Chiu Road, Kowloon Bay, Hong Kong 香港九龍灣宏照道38號企業廣場5期1座36樓3602室 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



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) or its duly authorised agent(s)/company chop, if applicable
轉讓人或其正式獲授權代理人簽署/公司印章(如適用)

Date of signature of this Form of Acceptance
簽署本接納表格之日期

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

For and on behalf of 為並代表
Flourish Nation Enterprises Limited 盛國企業有限公司
Authorised signatory(ies)
獲授權簽署人

Signature(s) of Transferee(s) or its duly authorised agent(s)
承讓人或其正式獲授權代理人簽署

Date of transfer 轉讓日期

Note: Insert the total number of Share(s) for which the Offer is accepted. If no number is inserted or a number inserted is greater 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 and date for acceptance of the Offer.

附註: 請填上接納要約之股份總數。倘並無填上數目或所填數目超過閣下就接納要約提交之股票所代表之股份數目，則本接納表格將被退回，以供閣下更正及重新提交。經更正之接納表格必須於接納要約之最後日期及時間或之前重新提交並由過戶登記處收訖。

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 Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser or transferee 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 or transferee.

VC Brokerage is making the Offer for and on behalf of the Offeror. The making and the implementation of the Offer to Independent Shareholders who are not resident in Hong Kong may be subject to the laws of the relevant overseas jurisdictions in which such Independent Shareholders are located. If you are an Overseas Shareholder, you should inform yourself about and observe any applicable requirements and restrictions in your own jurisdictions. If you wish to accept the Offer, you should satisfy yourself as to the full observance of the applicable laws and regulations of the relevant jurisdiction in connection therewith (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 payable by you in such jurisdiction).

Acceptance by you will be deemed to constitute a representation and warranty from you to the Offeror that you (i) are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, (ii) have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required, and (iii) have complied with any other necessary formality and has paid any issue, transfer or other taxes due in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws. You should consult your professional advisers if in doubt.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional. Independent Shareholders are advised to read the Composite Document and when necessary, seek professional advice before completing this Form of Acceptance. To accept the Offer made by VC Brokerage for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.188 per Offer 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 whole of your holding of the Shares, or, if applicable, for not less than such number of Shares in respect of which you intend to accept the Offer, by post or by hand, in an envelope marked "HKE Holdings Limited – General Offer" to the Registrar, Boardroom Share Registrars (HK) Limited, at Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as possible after the receipt of the Composite Document and in any event not later than 4:00 p.m. on 21 May 2021 or such later time(s) and/or date(s) as the Offeror may determine and announce 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 of Acceptance.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror and VC Brokerage

- My/Our execution of this Form of Acceptance (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - my/our irrevocable acceptance of the Offer made by VC Brokerage for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance;
 - my/our irrevocable instruction and authority to the Offeror and/or VC Brokerage 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 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 was/were delivered to the Registrar together with this Form of Acceptance;
 - my/our irrevocable instruction and authority to the Offeror and/or VC Brokerage 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, and if applicable, the fees payable to the Registrar in respect of lost or unavailable share certificates), 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 within seven Business Days after the date of receipt of this completed Form of Acceptance and all the relevant documents (which should be received no later than 4:00 p.m. on 21 May 2021 (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code) by the Registrar to render the acceptance under the Offer complete and valid; (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) _____

- my/our irrevocable instruction and authority to the Offeror and/or VC Brokerage and/or the Registrar 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 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;
 - my/our irrevocable instruction and authority to the Offeror and/or VC Brokerage 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 of the Offer;
 - my/our appointment of the Offeror and/or VC Brokerage 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 on which the Offer is made and thereafter be irrevocable;
 - 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 fully paid and free from all liens, equities, mortgages, charges, encumbrances, rights of preemption and other third party rights and interests of any nature and together with all rights attaching thereto on or after the date on which the Offer is made, being the date of despatch of the Composite Document; and
 - my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or VC Brokerage and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
- 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, VC Brokerage and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold free from all liens, equities, mortgages, charges, encumbrances, rights of preemption and other third party rights and interests of any nature and together with all rights attaching thereto on or after the date on which the Offer is made; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror and parties acting in concert with it, the Company, VC Brokerage or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
 - 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 of Acceptance 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 I 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 VC Brokerage or any of their agent(s) from the Company or the Registrar on my behalf, I shall be returned such share certificate(s) in lieu of the transfer receipt(s).
 - 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.
 - I/We warrant and represent to the Offeror, VC Brokerage and the Company that I am/we are the registered holder(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.
 - I/We warrant and represent to the Offeror, VC Brokerage and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and 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.
 - I/We warrant to the Offeror, VC Brokerage and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties 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.
 - 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.
 - 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.
 - 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.
 - I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, VC Brokerage 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:
 - 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 Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong;
 - 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
 - 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.

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, VC Brokerage and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”).

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purposes

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

- processing your acceptance and verification or compliance with the terms and application procedures set out in this Form of Acceptance and the 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 and/or its agents such as the financial 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, VC Brokerage or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, VC Brokerage 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 of Acceptance will be kept confidential but the Offeror and/or VC Brokerage 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, VC Brokerage, any of their agents, the Registrar and the 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 and/or VC Brokerage 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 and/or VC Brokerage and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror and/or VC Brokerage 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 and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or VC Brokerage 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 VC Brokerage 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, VC Brokerage 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要約人、滙盈證券及過戶登記處以及有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)之政策及慣例。

1. 收集閣下個人資料之原因

為就閣下之股份接納要約，閣下須提供所需個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤，亦可能妨礙或延遲寄發閣下根據要約應得之代價。

2. 用途

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

- 處理閣下之接納及核實或遵循本接納表格及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；
- 保存或更新有關股份之股東名冊；
- 進行或協助核實簽名，以及進行任何其他資料核實或交換；
- 獲要約人及/或其代理人(例如財務顧問)及過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便申索權利；
- 按法律、規則或規例規定(無論屬法定或其他規定)作出披露；
- 有關要約人、滙盈證券或過戶登記處業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關連用途及/或令要約人、滙盈證券及/或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

於本接納表格內提供之個人資料將會保密，惟要約人及/或滙盈證券及/或過戶登記處為達致上述或當中任何用途，可能作出彼等認為必需之有關查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、滙盈證券、其任何代理人、過戶登記處及海外主要過戶登記處(如有)；
- 為要約人及/或滙盈證券及/或過戶登記處之業務經營而向彼等提供行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或擬進行交易之任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及/或滙盈證券及/或過戶登記處於有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

要約人及/或滙盈證券及/或過戶登記處將按收集個人資料所需用途保留於本表格內提供之個人資料。毋須保留之個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

條例規定，閣下有權確認要約人及/或滙盈證券及/或過戶登記處是否持有閣下之個人資料，獲取有關資料副本，以及更正任何錯誤資料。依據條例，要約人及/或滙盈證券及/或過戶登記處有權就處理任何資料之存取請求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例及所持資料類別之資料之所有請求，應向要約人、滙盈證券或過戶登記處(視情況而定)提出。

閣下簽署本接納表格即表示同意上述所有條款。