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

閣下如欲接納要約，請使用接納及轉讓表格。

Unless the context otherwise requires, all words and expressions used in this Form of Acceptance shall bear the same meanings as defined in the composite offer and response document dated 28 March 2022 (the "Composite Document") jointly issued by Thrive Harvest Limited and Nomad Technologies Holdings Limited.
除文義另有所指外，本要約接納表格所用詞彙與Thrive Harvest Limited及Nomad Technologies Holdings Limited聯合刊發日期為二零二二年三月二十八日之綜合要約及回應文件(「綜合文件」)內所界定者具有相同涵義。

NOMAD TECHNOLOGIES HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

Website: <http://www.nomad-holdings.com>

網址: <http://www.nomad-holdings.com>

(Stock code: 8645)

(股份代號: 8645)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) IN THE ISSUED SHARE CAPITAL OF NOMAD TECHNOLOGIES HOLDINGS LIMITED NOMAD TECHNOLOGIES HOLDINGS LIMITED已發行股本中之普通股之接納及轉讓表格

To be completed in full
每項均須填寫

Hong Kong branch share registrar and transfer office:
Computershare Hong Kong Investor Services Limited
Shops 1712 - 1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

香港股份過戶登記分處:
香港中央證券登記有限公司
灣仔皇后大道東183號合和中心17樓1712-1716號舖

You must insert the total number of Share(s) for which the Offer is accepted. ^(Note) 閣下必須填上接納要約之股份總數。 (附註)	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格隨附之綜合文件載列之條款及條件並受其所規限，下述「轉讓人」謹此接納要約，並按下列代價向述「承讓人」轉讓以下所註明轉讓人持有之股份。		
	Number of Shares 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(es) in full 轉讓人全名及詳細地址 (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 登記地址	Telephone number 電話號碼
	CONSIDERATION 代價	HK\$0.20 in cash for each Share 每股股份現金0.20港元	
TRANSFEEE 承讓人	Company name 公司名稱:	Thrive Harvest Limited	
	Registered address 登記地址:	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands	
	Occupation 職業:	Corporation 公司	

Signed by or on behalf of the Transferor(s) in the presence of:
由轉讓人或其代表在下列人士見證下簽署:

Signature of witness 見證人簽署: _____

Name of witness 見證人姓名: _____

Address of witness 見證人地址: _____

Occupation of witness 見證人職業: _____

Signature(s) of Transferor(s) or its duly authorised agent(s)/
Company chop, if applicable
轉讓人或其正式授權代理人簽署/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

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 on behalf of the Transferee in the presence of: 承讓人或其代表在下列人士見證下簽署:	For and on behalf of 代表 Thrive Harvest Limited
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 of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署
Date of transfer 轉讓日期 _____	

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of Share(s) or 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.

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大於閣下登記持有之股份或就接納要約所交回之實物股份，而閣下已簽署本表格，則本表格將退回予閣下進行修改及重新遞交。任何經更正之表格必須於接納要約之最後期限或之前重新提交並送達過戶登記處。

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(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).

Upbest Securities is making the Offer for and on behalf of the Offeror. The making of the Offer to the Independent Shareholders having registered addresses outside Hong Kong may be prohibited or affected by the laws and regulations of the relevant jurisdictions. If you are an Overseas Shareholder, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Offer, it is your sole responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You will also be fully responsible for the payment of any such transfer or other taxes and duties due by you in respect of the acceptance of the Offer. The Offeror, parties acting in concert with the Offeror, the Company, Upbest Securities and their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you to the Offeror, Upbest Securities and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities and regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in the relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional in all respects upon Completion. Independent Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Offer made by Upbest Securities for and on behalf of the Offeror to acquire your Share(s), 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 not less than the number of the Shares in respect of which you intend to accept the Offer, by post or by hand, to the Registrar, **Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no later than 4:00 p.m. on 19 April 2022 (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.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the paragraph headed "1. PROCEDURES FOR ACCEPTANCE" in Appendix I to the Composite Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror and Upbest Securities

1. 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:

- (a) my/our irrevocable acceptance of the Offer made by Upbest Securities 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;
- (b) my/our irrevocable instruction and authority to each of the Offeror, Upbest Securities and/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 were delivered to the Registrar together with this Form of Acceptance;
- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Upbest 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 to under the terms of the Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company within seven Business Days of the date of receipt by the Registrar of the duly completed and signed Form of Acceptance and all the relevant documents 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 Shareholders 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 Upbest Securities 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 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 the said ordinance;
 - (e) my/our irrevocable instruction and authority to the Offeror, Upbest Securities or such person or persons as any of them may direct to complete, amend and execute any document on behalf of the person or persons accepting the Offer 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 the Shares in respect of which such person or persons has/have accepted 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 tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from all Encumbrances and together with all rights attaching or accruing thereto, including all rights to any dividend or other distribution declared, made or paid on or after the date on which the Offer is made, being the date of this Composite Document; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Upbest Securities and/or the Company 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.
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, Upbest Securities and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold fully paid and free from all encumbrances, rights of pre-emption and any other third party rights of any nature 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 record date on or after the date on which the Offer is made, that is, the date of despatch of this Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Upbest Securities, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and I am/we are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event I/we authorise and request you to return to me/us my/our share certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or any 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 you submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror or Upbest Securities or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned such share certificate(s) in lieu of the transfer receipt(s).*
4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement or 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.
5. I/We warrant and represent to the Offeror, Upbest Securities and the Company that I am/we are the registered Shareholders of the number of Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror, Upbest Securities and the Company that I/we have observed and are permitted under all applicable laws and regulations of the jurisdiction 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, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror, Upbest Securities and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in connection with my/our acceptance of the Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

本要約接納表格乃重要文件，閣下須即時處理。

閣下如對本要約接納表格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。

閣下如已售出或另行轉讓名下全部股份，應立即將本要約接納表格連同隨附之綜合文件一併送交買主或承讓人，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。

美建證券現代表要約方提出要約。向登記地址位於香港境外之獨立股東提出要約可能受有關司法權區之法律及法規限制或影響。倘閣下為海外股東，閣下應自行瞭解及遵守所有適用法律及監管規定。閣下如欲接納要約，須全權負責就此自行全面遵守有關司法權區之相關法律及法規，包括但不限於取得一切所需之政府、外匯管制或其他同意及任何登記或存檔，並遵守一切必要手續、監管及／或法律規定。閣下亦須就交付接納要約所涉及任何有關轉讓費或其他稅項及徵費負責。要約人、要約人之一致行動人士、本公司、美建證券及彼等各自之最終實益擁有人、董事、高級職員、顧問、代理或聯繫人或任何參與要約之人士均有權獲閣下悉數彌償。閣下可能須支付之任何稅項及費用，閣下亦須就任何稅項而受損害。閣下接納要約，即構成閣下向要約方、美建證券及本公司保證閣下已遵守所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納要約及其任何修訂，而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意及辦妥所需之登記及存檔，並已支付閣下於有關司法權區接納而應付之所有轉讓費或其他稅項及徵費或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。閣下決定是否接納要約時應諮詢專業意見。

本要約接納表格應與隨附之綜合文件一併閱覽。

本要約接納表格之填寫方法

要約在完成後所有方面將為無條件。獨立股東於填寫本要約接納表格前，務請先閱讀綜合文件。為接納美建證券代表要約方收購閣下之股份所提出之要約，閣下應填妥及簽署本要約接納表格背頁，並將整份表格，連同不少於閣下有意接納要約之股份數目之有關股票及／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項或多項彌償保證)，一併以郵寄或專人送交方式，送達登記處香港中央證券登記有限公司，地址為灣仔皇后大道東183號合和中心17樓1712-1716號舖，惟無論如何不得遲於二零二二年四月十九日(星期二)下午四時正(香港時間)，或要約方可能根據收購守則釐定及公佈之較後時間及／或日期。綜合文件附錄一之條文已載入並構成本要約接納表格之一部分。

重要提示：如閣下以代名人或其他身份代表另一名人士持有股份，敬請參閱綜合文件附錄一「1.要約之接納手續」一段，尤其關於閣下應加以考慮之事項。

致：要約方及美建證券

- 本人／吾等一經簽立本要約接納表格(不論該表格有否註明日期)，本人／吾等之繼承人及受讓人將受此約束，並構成：
 - 本人／吾等不可撤回地就本要約接納表格上所註明之股份數目，按照綜合文件及本表格所述之代價及受其中條款及條件所規限，接納綜合文件所載由美建證券代表要約方提出之要約；
 - 本人／吾等不可撤回地指示及授權要約方、美建證券及／或彼等各自之代理，各自代表本人／吾等交付隨附經本人／吾等正式簽署之過戶收據及／或任何其他所有權文件(如有)(及／或就此所需任何令人信納之一項或多項彌償保證)，憑此向本公司或登記處領取本人／吾等就股份應獲發之股票，並將有關股票送交登記處，以及授權及指示登記處按照要約之條款及條件持有該等股票，猶如該等股票已連同本要約接納表格一併交回登記處；
 - 本人／吾等不可撤回地指示及授權要約方及／或美建證券或彼等各自之代理，各自就本人／吾等根據要約之條款有權享有之現金代價(扣除本人／吾等有關於本人／吾等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」方式向本人／吾等開出劃線支票，並於股份過戶登記處收到妥為填妥並簽署的要約接納表格和使要約項下的接納完整和有效的所有相關文件之日起計七個營業日內，按以下地址以平郵方式寄予以下人士；如無填上姓名及地址，則按本公司之股東名冊所示登記地址，寄予本人或吾等當中最名列首位者(如屬聯名登記股東)，郵誤風險概由本人／吾等自行承擔；
(附註：如收取支票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要約方及／或美建證券及／或彼等其中任何一方可能就此指定之一名人士或多名人士，各自代表本人／吾等以將根據要約出售股份之賣方身份，訂立及簽立香港法例第117章印花稅條例所規定須訂立及簽署之成交單據，並根據該條例規定為其加蓋印章及在本要約接納表格背書證明；
 - 本人／吾等不可撤回地指示及授權要約人、美建證券或彼等任何一方可能指定之一名或多名人士代表接納要約之一名或多名人士填妥、修改及簽立任何文件及採取任何其他必須或適當之行動，使本人／吾等已就要約作出接納之股份歸要約人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／吾等根據要約之接納轉讓予要約方或其可能指定之該名或該等人士之股份，乃已繳足及不附帶任何產權負擔，但連同所附帶或產生之一切權利，包括全數收取作出要約當日(即綜合文件日期)或之後所宣派、作出或派付之一切股息或其他分派之權利；及
 - 本人／吾等同意追認要約方及／或美建證券及／或本公司及／或彼等各自之代理或彼等任何一方可能指定之該名或該等人士，於行使本表格所載任何權利時作出或進行之任何行動或事宜。
- 本人／吾等明白本人／吾等接納要約，將被視為表示本人／吾等向要約方、美建證券及本公司保證，(i)本人／吾等所持將根據要約被收購之股份，於出售時乃已繳足及不附帶任何產權負擔，並連同所附帶或產生之一切權利，包括全數收取根據在作出要約當日(即發出綜合文件的日期)或之後的一個紀錄日所宣派、作出或派付之一切股息及其他分派之權利；及(ii)本人／吾等並無採取或不採取任何行動而將引致或可能引致要約方、美建證券、本公司或任何其他人士違反任何司法權區與要約或本人／吾等就要約的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及法規獲準收取及接納要約及其任何修訂，而根據所有適用法例及法規，該接納為有效及具有約束力。
- 倘若根據要約之條款，本人／吾等之接納為無效，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／吾等授權並要求閣下將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何令人信納之一項或多項彌償保證)，連同已正式註銷之本要約接納表格一併寄回上文第1(c)段列明之人士及地址；如無填上姓名及地址，則按本公司股東名冊所示登記地址，以平郵方式寄回本人或吾等當中最名列首位者(如屬聯名登記股東)，郵誤風險概由本人／吾等自行承擔。
附註：若閣下於接納要約時提交過戶收據，而任何要約方或美建證券或彼等之任何代理已從代表閣下之本公司或登記處收取有關股票，則閣下將獲發還有關股票，而並非上述過戶收據。
- 本人／吾等謹此附奉本人／吾等所持全部／部分股份之有關股票及／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項或多項彌償保證)，由閣下按照要約之條款及條件予以保存。本人／吾等明白將不會就任何要約接納表格、股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何令人信納之一項或多項彌償保證)獲發收據。本人／吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人／吾等自行承擔。
- 本人／吾等向要約方、美建證券及本公司保證及表明，本人／吾等為本要約接納表格指定股份數目之登記股東，而本人／吾等擁有全部權利、權力及權限，透過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。
- 本人／吾等向要約方、美建證券及本公司保證，本人／吾等已遵守本人／吾等於本公司股東名冊所列地址所有適用法律及法規以及根據所有適用法律及法規獲允許接納要約及其任何修訂；而本人／吾等已取得任何所需政府、外匯管制或其他方面之同意，作出所有必要手續或遵守監管及／或法律規定所規定之一切登記或存檔；且本人／吾等已支付本人／吾等就該接納應付之所有發行費、轉讓費或其他稅項及徵費或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。
- 本人／吾等向要約方、美建證券及本公司保證，本人／吾等須就交付關於本人／吾等接納要約應付之任何轉讓費或其他稅項及徵費承擔全部責任。
- 本人／吾等確認，除非綜合文件及本要約接納表格有明文規定，否則本表格所作出一切接納、指示、授權及承擔均不可撤回及無條件。
- 本人／吾等確認以接納要約之方式售予要約方之本人／吾等之股份將以要約方或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Upbest Securities, the Company and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled to under the Offer. It is important that you should inform the Offeror and/or Upbest Securities and/or 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 of Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders(s);
- 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 and/or Upbest Securities and/or the Company or their respective agents, officers, advisers and the Registrar;
- compiling statistical code information and Shareholders 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, Upbest Securities, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Upbest Securities and/or the Company to discharge their obligations to the Shareholders and/or regulators and any other purposes to 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 and/or Upbest Securities and/or the Company and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, Upbest Securities, the Company and/or their agents, officers, advisers 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 Upbest Securities and/or the Company and/or the Registrar, in connection with the operation of their business;
- the Stock Exchange, the SFC and any 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 institutions in securities; and
- any other persons or institutions whom the Offeror and/or Upbest Securities and/or the Company and/or the Registrar considers 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 and/or Upbest Securities and/or the Company and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Upbest Securities and/or the Company and/or the 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 and/or Upbest Securities and/or the Company and/or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S), 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方、美建證券、本公司及登記處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

如閣下就股份接納要約，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。其亦可能妨礙或延誤寄發閣下根據要約有權享有之代價。如所提供之資料有任何不準確，閣下須即時知會要約方及/或美建證券及/或本公司及/或登記處。

2. 用途

閣下於本要約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本要約接納表格及綜合文件載列之條款及申請手續之合規情況；
- 登記出讓閣下名下之股份；
- 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；
- 確定閣下於要約項下之權利；
- 自要約方及/或美建證券及/或本公司或彼等各自之代理、職員、顧問及登記處接收所發佈通訊；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有權益；
- 有關要約方、美建證券、本公司及/或登記處業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便要約方及/或美建證券及/或本公司履行彼等對股東及/或監管機構之責任及股東不時同意或知悉之其他用途。

3. 轉交個人資料

本要約接納表格提供之個人資料將作為機密資料妥為保存，惟要約方及/或美建證券及/或本公司及/或登記處為達致上述或其中任何用途，可能作出其認為必要之有關查詢，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、取得或轉交(不論於香港境內或境外)該等個人資料：

- 要約方、美建證券、本公司及/或彼等之代理、職員、顧問及登記處；
- 向要約方及/或美建證券及/或本公司及/或登記處就其業務經營提供行政、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、證監會及任何監管或政府機構；
- 與閣下進行交易或建議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
- 要約方及/或美建證券及/或本公司及/或登記處認為必需或適當情況下之任何其他人士或機構。

4. 存取及更正個人資料

根據該條例之規定，閣下有權確認要約方及/或美建證券及/或本公司及/或登記處是否持有閣下之個人資料，並取得該資料之副本，以及更正任何不正確資料。根據該條例之規定，要約方及/或美建證券及/或本公司及/或登記處可就取得任何資料之要求收取合理手續費。存取資料或更正資料或取得有關政策及慣例之資料，以及所持資料類別之所有要求，須提交要約方及/或美建證券及/或本公司及/或登記處(視情況而定)。

閣下一經簽署本普通股接納及轉讓表格，即表示同意上述所有條款。