

Unless the context otherwise requires, terms used in this **PINK** Form of Option Offer Acceptance shall bear the same meanings as those defined in the accompanying composite document dated 22 December 2023 (the “**Composite Document**”) jointly issued by AXIOMA CAPITAL FZE LLC as the offeror (the “**Offeror**”) and IRC Limited as the offeree company (the “**Company**”).

除文義另有所指外，本粉紅色購股權要約接納表格所用詞彙與隨附由AXIOMA CAPITAL FZE LLC作為要約人（「要約人」）及鐵江現貨有限公司作為受要約公司（「本公司」）聯合刊發日期為2023年12月22日的綜合文件（「綜合文件」）所界定者具有相同涵義。

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香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本粉紅色購股權要約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，並明確表示概不就因本粉紅色購股權要約接納表格全部或任何部分內容而產生或因依賴該等內容而引致的任何損失承擔任何責任。

**THIS PINK FORM OF OPTION OFFER ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.**

閣下如欲接納購股權要約，請使用本粉紅色購股權要約接納表格。



**IRC Limited 鐵江現貨有限公司**

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立的有限公司)

(Stock code: 1029)

(股份代號: 1029)

**PINK FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS  
ISSUED BY IRC LIMITED**

鐵江現貨有限公司已發行的購股權的粉紅色購股權要約接納及註銷表格

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

The company secretary of IRC LIMITED (Attention: Company Secretary)

鐵江現貨有限公司公司秘書(致: 公司秘書)

Unit H, 6th Floor, 9 Queen's Road Central, Hong Kong

香港皇后大道中9號6樓H室

<b>FOR THE CONSIDERATION</b> stated below, the Optionholder(s) named below hereby agree(s) to accept(s) the Option Offer and cancel(s) the number of Share Option(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 根據本表格及綜合文件載列的條款及條件，下述購股權持有人謹此按下列代價接納購股權要約，並註銷下列數目的購股權。		
<b>Number of Share Option(s) to be cancelled</b> <sup>(Note)</sup> 將註銷的購股權數目 (附註)	<b>FIGURES</b> 數目	<b>WORDS</b> 大寫
<b>Optionholder(s) name(s) and address(es) in full</b> 購股權持有人全名及詳細地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
	<b>CONSIDERATION</b> 代價	
HK\$0.0001 in cash for each Share Option at the exercise price of HK\$0.296 就0.296港元行使價的每份購股權而言，為現金0.0001港元		

Signed by or for and on behalf of the Optionholder(s) in the presence of:  
購股權持有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 Optionholder(s) or its duly authorised agent(s)/  
Company chop, if applicable  
購股權持有人或其正式授權代理簽署/公司印章(如適用)

\_\_\_\_\_  
Date of signature of this **PINK** Form of Option Offer Acceptance  
簽署本粉紅色購股權要約接納表格的日期

**Note:** Insert the total number of Share Options for which the Option Offer is accepted. If no number is specified, or the number of Share Options specified in this **PINK** Form of Option Offer Acceptance is greater than the number of Share Options held by you, or the number specified in this **PINK** Form of Option Offer Acceptance is inconsistent with that set out in the option certificate(s) (if applicable) submitted herewith, this **PINK** Form of Option Offer Acceptance will be returned to you for correction. Any corrected and valid **PINK** Form of Option Offer Acceptance must be re-submitted and received by the company secretary of the Company on or before the latest time of acceptance of the Option Offer in order for it to be counted valid acceptance.

附註：請填上接納購股權要約的購股權總數。倘若並無註明購股權數目，或本粉紅色購股權要約接納表格上註明的購股權數目多於閣下持有的購股權數目，或本粉紅色購股權要約接納表格上註明的數目與提交的購股權證書(如適用)所載數目不一致，本粉紅色購股權要約接納表格將退回給閣下以作更正。任何經更正及有效的粉紅色購股權要約接納表格須於接納購股權要約的最後時間或之前向本公司公司秘書再行提交且由本公司公司秘書收訖，方可視為有效接納。

**ALL JOINT  
OPTIONHOLDERS  
MUST  
SIGN HERE**  
所有聯名股東  
持有人均須於  
本欄簽署

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

**If you are in any doubt as to any aspect of this PINK Form of Option Offer 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.**

First Fidelity Capital (International) Limited (“FFC”) is making the Option Offer for and on behalf of the Offeror. The making of the Option Offer to the Optionholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Optionholder having registered address outside Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, cancellation or other taxes payable by you in respect of the acceptance of the Option Offer. Acceptance of the Option Offer by you will constitute a warranty by you to the Offeror, FFC and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, cancellation or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This PINK Form of Option Offer Acceptance should be read in conjunction with the Composite Document.

**HOW TO COMPLETE THIS PINK FORM OF OPTION OFFER ACCEPTANCE**

The Option Offer is conditional. Optionholders are advised to read the Composite Document before completing this PINK Form of Option Offer Acceptance. To accept the Option Offer made by FFC for and on behalf of the Offeror, you should complete and sign this PINK Form of Option Offer Acceptance overleaf and forward this entire form together with the relevant certificate(s) of the Options (if applicable) and/or other document(s) of title and/or satisfactory indemnity or indemnities required in respect thereof for the number of Options in respect of which you intend to accept the Option Offer, by post or by hand marked “**IRC LIMITED – Option Offer**” on the envelope to the company secretary of **IRC LIMITED, at Unit H, 6th Floor, 9 Queen’s Road Central, Hong Kong** no later than 4:00 p.m. on Friday, 12 January 2024 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 PINK Form of Option Offer Acceptance.

**PINK FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF OPTIONS**

**To: the Offeror, FFC**

1. My/Our execution of this PINK Form of Option Offer Acceptance shall be binding on my/our successors and assigns, and shall constitute:
  - (a) my/our irrevocable acceptance of the Option Offer made by FFC on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Options specified in this form;
  - (b) my/our irrevocable appointment of the Company as my/our agent in respect of my/our entitlement under the Option Offer and irrevocable instruction and authority to the Offeror and/or FFC or their respective agent(s) to, at the election of the Offeror, to either (i) deliver a cheque crossed “Not-negotiable – account payee only” drawn in the Company’s favour as my/our agent for the cash consideration to which I/we shall become entitled under the terms of the Option Offer, or (ii) wire transfer a sum representing the cash consideration to which I/we shall become entitled under the terms of the Option Offer to the bank account of the Company as my/our agent, in each case, with the Company transferring such payment to me by issue of cheque or wire transfer no later than seven (7) business days after the later of (i) the date on which the Option Offer becomes, or is declared, unconditional in all respects; and (ii) the date of receipt by the company secretary of the Company of the duly completed PINK Form of Option Offer Acceptance together with all relevant documents required to render such acceptance under the Option Offer complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code;
  - (c) 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 cancel my/our Option(s) surrendered for cancellation under the Option Offer;
  - (d) my/our irrevocable instruction and authority to the Offeror, FFC and/or such person or persons as any of them may direct to complete, amend and execute any documents on my/our behalf in connection with my/our acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling my/our Option(s) surrendered for cancellation under the Option Offer; and
  - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or FFC and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Option Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, FFC and the Company that the number of Share Option(s) specified in this form is/are hereby surrendered, renounced and cancelled, together with all rights attaching thereto.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Option 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 this form duly cancelled, together with the option certificate(s) (if applicable), by ordinary post at my/our own risk to me/us at the registered address maintained by the Company.
4. I/We enclose the relevant option certificate(s) (if applicable) for the whole/part of my/our holding of Share Option(s) which is/are surrendered for cancellation on the terms and conditions of the Option Offer. I/We understand that no acknowledgement of receipt of any PINK Form of Option Offer Acceptance and/or option certificate(s) (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 hereby warrant and represent to the Offeror, FFC and the Company that I am/we are the registered holder of the number of Share Option(s) specified in this form and I/we have the full right, power and authority to surrender the Share Option(s) for cancellation by way of acceptance of the Option Offer.
6. I/We warrant to the Offeror, FFC 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 Optionholders of the Company to accept the Option 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, cancellation or other taxes or other required payments due from me 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, FFC and the Company that I/we shall be fully responsible for payment of any cancellation or other taxes or duties payable by me/us in connection with my/our acceptance of the Option Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this PINK Form of Option Offer Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.
9. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation will be given.

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, FFC, the Company 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 Option Offer for your Share Option(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 Option Offer.

#### 2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this PINK Form of Option Offer Acceptance and the Composite Document;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or the Company and/or their respective agents, officers, advisers and the Registrar;
- establishing benefit entitlements of the Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror, FFC, 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 the Company and/or FFC to discharge its obligations to the Optionholders and/or under applicable regulations, and other purpose to which the Optionholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this PINK Form of Option Offer Acceptance will be kept confidential but the Offeror and/or FFC 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, FFC, the Company and/or any of their agents, officers, advisers and/or the Registrar;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or FFC and/or the Company and/or the Registrar;
- 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 FFC and/or the Company and/or the Registrar considers to be necessary or desirable in the circumstances.

#### 4. Retention of personal data

The Offeror and/or FFC and/or the Company 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 to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or FFC 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 FFC and/or the Company 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, FFC, the Company or the Registrar (as the case may be).

**BY SIGNING THIS PINK FORM OF OPTION OFFER 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要約人、FFC、本公司及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」)的政策及慣例。

#### 1. 收集閣下個人資料的原因

如閣下欲就閣下的購股權而接納購股權要約，則閣下須提供所需的個人資料。若未能提供所需資料，可能會導致閣下的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購股權要約應得的代價。

#### 2. 用途

閣下於本粉紅色購股權要約接納表格提供的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：

- 處理閣下的接納申請及核實遵循本粉紅色購股權要約接納表格及綜合文件載列的條款及申請手續；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人及/或本公司及/或彼等各自的代理、高級職員、顧問及登記處的通訊；
- 確立購股權持有人的獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、FFC、本公司及/或登記處的任何其他業務用途；及
- 有關上述任何其他臨時或關連用途及/或令要約人及/或本公司及/或FFC得以履行其對購股權持有人及/或於適用法規項下的責任，以及購股權持有人可能不時同意或知悉的其他用途。

#### 3. 轉交個人資料

本粉紅色購股權要約接納表格提供的個人資料將會保密，惟要約人及/或FFC及/或本公司及/或登記處在所需情況下為達致上述目的或其中任何目的，可能作出彼等認為必需的查詢以確認個人資料的準確性，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取、轉交(無論在香港境內或境外)該等個人資料：

- 要約人、FFC、本公司及/或其任何代理、高級職員、顧問及/或登記處；
- 為要約人及/或FFC及/或本公司及/或登記處提供行政、電訊、電腦、付款或其他服務的任何代理商、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，例如閣下的往來銀行、律師、會計師或持牌證券交易所或註冊證券機構；及
- 要約人及/或FFC及/或本公司及/或登記處於有關情況下認為必需或適當的任何其他人士或機構。

#### 4. 個人資料的保留

要約人及/或FFC及/或本公司及/或登記處將按收集個人資料的用途需要保留本表格內提供的個人資料。無需保留的個人資料將根據該條例銷毀或處理。

#### 5. 存取及更正個人資料

根據該條例的規定，閣下有權確認要約人及/或FFC及/或本公司及/或登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例，要約人及/或FFC及/或本公司及/或登記處可就處理獲取任何資料的要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別的資料等所有要求，須提交要約人、FFC、本公司或登記處(視情況而定)。

閣下一經簽署本粉紅色購股權要約接納表格即表示同意上述所有條款。