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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 15 April 2024 (the "Composite Document") issued jointly by Mr. Zhong Yuhua, Ms. Ou Honglian, Mr. Zhong Juzhi and Mr. Zhong Rongzhi (the "Offerors") and Winning Tower Group Holdings Limited (the "Company").
除文義另有所指外，本接納表格所用詞彙與鍾育華先生、歐紅蓮女士、鍾舉至先生和鍾榮至先生（「要約人」）與運興泰集團控股有限公司（「公司」）於2024年4月15日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定之詞彙具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.
本接納及過戶表格在閣下欲接納要約時適用。

Winning Tower Group Holdings Limited

運興泰集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 8362)

(股份代號：8362)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF NOMINAL VALUE OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF WINNING TOWER GROUP HOLDINGS LIMITED

運興泰集團控股有限公司已發行股本中
每股面值0.01港元之普通股之接納及過戶表格

Except the section marked "Do not complete", all parts should be completed in full
除註明「請勿填寫本欄」一節外，全部欄位均需填妥

Hong Kong Branch Share Registrar and Transfer Office: Tricor Investor Services Limited

17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong

香港股份過戶登記分處：卓佳證券登記有限公司

香港夏慤道16號遠東金融中心17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 accept(s) the Offer and 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 accompanying Composite Document. 下列「轉讓人」謹此根據本表格及隨附之綜合文件所載條款及條件，按下列代價接納要約並將以下註明之轉讓人所持股份轉讓予下列「承讓人」。		
	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 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (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\$0.052 in cash for each Share 每股股份現金 0.052港元	
TRANSFEEE 承讓人	Name 名稱	Keyview Ventures Limited 建景創投有限公司	
	Registered Address 登記地址	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	
	Occupation 職業	Corporation 法人團體	

Signed by or 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) or his duly authorised agent/Company chop, (if applicable)
轉讓人或其正式授權代理簽署/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 signing by the Transferee or its duly authorised agent(s)

承讓人或其正式授權代理簽署之日期

For and on behalf of 代表

Keyview Ventures Limited 建景創投有限公司

Authorised Signatory(ies) 獲授權簽署人

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 Share certificate(s) tendered for acceptance of the Offer and you have signed this Form of Acceptance, 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：請填上接納要約之股份總數。若無填上數目，或所填上數目超過或低於閣下就接納要約所提交之股票之股份數目，而閣下已簽署本接納表格，則本接納表格將予退回。閣下更正及再次提交。任何經更正接納表格必須在要約最後接納時限或之前再行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 transferred all your Shares in Winning Tower Group Holdings Limited, you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or the transferee(s) or to the bank, the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or the transferee(s).

The making of the Offer to persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about or obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or cancellation or other taxes due from you in respect of such jurisdiction in connection with your acceptance.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional in all aspects. This Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

To accept the Offer made by Rainbow Capital (HK) Limited ("**Rainbow Capital**") for and on behalf of the Offerors, you should complete and sign this Form of Acceptance overleaf and forward this Form of Acceptance, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title in respect of the Shares (and/or any satisfactory indemnity or indemnities required in respect thereof) ("**Title Documents**") for the number of Shares in respect of which you intend to accept the Offer, by post or by hand, marked "Winning Tower Group Holdings Limited – Offer" on the envelope, to the Registrar, namely Tricor Investor Services Limited, 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Monday, 6 May 2024 (or such later time and/or date as the Offerors may determine and the Offerors and the Company may jointly announce with the permission of the Executive in accordance with the Takeovers Code).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offerors and Rainbow Capital

1. My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated) shall be binding on my/our successors and assignees and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Rainbow Capital for and on behalf of the Offerors, 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 Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offerors, Rainbow Capital or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration rounding up to the nearest cent) to which I/we shall have become entitled under the terms of the Offer after deducting all sellers' 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 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 within seven (7) Business Days following the date on which all the relevant documents are received by the Registrar to render such acceptance complete and valid in accordance with the Takeovers Code:
(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 the Offerors, Rainbow Capital or the Registrar or such person or persons as either 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 that Ordinance;
 - (d) my/our irrevocable instruction and authority to the Offerors, Rainbow Capital or such person or persons as they may direct to complete, amend and execute any document on my/our behalf and to do any other act that may be necessary or expedient for the purpose of vesting in the Offerors 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 Offerors or such person or persons as it may direct free from all encumbrances and together with all rights and benefits attached thereto, including all rights to any dividends or other distributions, declared, made or paid on or after the date on which the Offer is made, being the dispatch date of the Composite Document;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offerors, Rainbow Capital or their respective agents or such person or persons as he/it/they may direct on the exercise of any of the authorities contained herein; and
 - (g) my/our irrevocable instruction and authority to the Offerors, Rainbow Capital or their respective agent(s) to collect from 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 surrender of, the enclosed transfer receipt(s), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offerors that the Share(s) specified in this Form of Acceptance acquired under the Offer will be sold free from all encumbrances and together with all rights and benefits at any time accruing and attached thereto, including all rights to any dividends or other distributions declared, made or paid on or after the date on which the Offer is made, being the dispatch date of the Composite Document.
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 you to return to me/us my/our Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 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 I/we have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offerors, Rainbow Capital or their respective agent(s) from the Registrar on my/our behalf, I/we shall be sent such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the Title Documents 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 of Acceptance or Title Documents 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 that I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offerors by way of acceptance of the Offer.
6. I/We warrant to the Offerors and Rainbow Capital 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 consent which may be required and the compliance with necessary formalities or legal or regulatory requirements that I/we have not taken or omitted to take any action which will or may result in the Company, the Offerors or Rainbow Capital or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with my acceptance of the Offer, 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.
7. I/We warrant to the Offerors and Rainbow Capital that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in connection with my/our acceptance of the Offer in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and conditional.
9. I/We acknowledge that my/our Shares sold to the Offerors by way of acceptance of the Offer will be registered under the name of the Offerors or their nominee.
10. I/We irrevocably undertake, represent, warrant and agree to and with the Offerors, Rainbow Capital 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 Offerors or as they 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 Offerors;
 - (b) an irrevocable authority to the Offerors or their respective 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 Offerors 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 Offerors; and
 - (c) my/our agreement not to exercise any of such rights without the consents of the Offerors 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 Offerors or their respective nominees or appointees, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offerors, Rainbow Capital 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 Shares, 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 is important that you should inform the Offerors, Rainbow Capital 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 your acceptance and verification of your 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(s);
- maintaining or updating the relevant register of members of the Company;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offerors and/or his agents such as Rainbow Capital and the Registrar;
- compiling statistical information and Shareholder 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 Offerors, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above or to enable the Offerors, Rainbow Capital and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purposes 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 Offerors and Rainbow Capital 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 Offerors and/or their agent(s), such as Rainbow Capital and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offerors, Rainbow Capital and/or the Registrar, in connection with the operation of its business;
- 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 Offerors, Rainbow Capital 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 Offerors, Rainbow Capital and/or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offerors, Rainbow Capital 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 Offerors, Rainbow Capital and/or the Registrar (as the case may be).

5. Retention of personal data

The Offerors, Rainbow Capital and the Registrar will keep the personal data provided in the Form of Acceptance 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.

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、滙博資本及過戶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」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下就所持有之股份接納要約，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。如所提供的資料不準確，閣下須即時知會要約人、滙博資本及/或過戶登記處。

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：

- 處理閣下之接納申請及核實閣下是否已遵循本接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義作出之股份轉讓；
- 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；
- 發佈要約人及/或其代理人(如滙博資本及過戶登記處)之通訊；
- 編製統計資料及股東概況；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 披露相關資料以方便作出權利索償；
- 有關要約人、本公司或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，以便要約人、滙博資本及/或過戶登記處履行彼等對股東及/或監管機構的責任及股東可能不時同意或知悉的其他用途。

3. 轉交個人資料

於本接納表格所提供之個人資料將作為機密資料保存，惟要約人、滙博資本及/或過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外的地區)該等個人資料：

- 要約人及/或其代理，如滙博資本及過戶登記處；
- 為要約人、滙博資本及/或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、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，如閣下的銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人、滙博資本及/或過戶登記處認為必須或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

根據該條例規定，閣下有權確認要約人、滙博資本及/或過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人、滙博資本及/或過戶登記處有權就處理獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人、滙博資本及/或過戶登記處(視情況而定)。

5. 保留個人資料

要約人、滙博資本及過戶登記處將按收集個人資料之用途需要保留接納表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

閣下一經簽署本接納表格即表示同意上述所有條款。