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Yongsheng Advanced Materials Company Limited 永盛新材料有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 3608)

(股份代號:3608)

WHITE FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF YONGSHENG ADVANCED MATERIALS COMPANY LIMITED 永盛新材料有限公司

已發行股本中每股面值0.01港元之普通股之白色接納及轉讓表格

To be completed in full except the sections marked "Do not complete" 每項均須填寫(註明「請勿填寫本欄」者除外)

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 Share Offer is accepted. 閣下必須填上接 納股份要約之股 份總數。						
	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					
	SHAREHOLDER(S) name(s) and address(es) in full 股東全名及地址	Surname(s) or company name(s) 姓氏或公司名稱			Forename(s) 名字	
	(EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Registered address 登記地址			Telephone number 電話號碼	
	CONSIDERATION 代價	HK\$1.0 in cash for each Share 每股股份現金1.0港元				
	TRANSFEREE 承讓人	Name: 名稱:	Harmonic Ease Ventures Limited 和安創投有限公司			
		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 for and c 由股東或其代表在下	n behalf of the Shareholder(s) in the presen 闭人十目語下簽署:	ce of:				
Signature of witness 見						
 Name of witness 見證人	姓名					ALL JOINT
Address of witness 見證人地址			Signature(s) of the Transferor(s) or its duly authorised agent/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) 所有聯名股東 均須於本欄簽署			
Occupation of witness 見證人職業			Date of submission of this WHITE Form of Acceptance 提交本自色接納表格之日期			
effective. The transfer o	r(s) hereby acknowledge(s) that the signing an f Shares contemplated hereunder shall be subjec 名股東簽署及提交本 白色 接納表格不會使據	t to the signing by the	Transferee on the date of	f transfer stated below.		nares contemplated hereunder becoming
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:				勿填寫本欄 or and on behalf of 代表 a rmonic Ease Ventures L 日安創投有限公司	imited	
Signature of witness 見證人簽署 Name of witness 見證人姓名						
Name of witness 見證人姓名 Address of witness 見證人地址						
				ignature(s) of Transferee(s) or its duly authorised agent(s) 承讓	人或其正式授權代理人簽署

Occupation of witness 見證人職業

Date of transfer 轉讓日期

Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number inserted is greater or smaller than those represented by the certificate(s) for Share(s) tendered for acceptance of the Share Offer, this WHITE Form of Acceptance will be returned to you for correction and resubmission. Any corrected and valid WHITE Form of Acceptance must be re-submitted and received by the Registrar on or before the latest time of acceptance of the Share Offer in order for it to be counted towards fulfilling the acceptance condition. 部境上接纳股份要約之股份總數。倘並無填上數目或所填數目大於或小於就接納股份要約所交回之股票所代表的數目,則本自色接納表格將退回予 關下進行修改及重新遞交。任何經更正及有效之自色接納表格必須於接納股份要約之最後時限或之前 再行提交並由過戶登記處收訖,以便達成接納條件。

附註.

本白色接納表格乃重要文件,請立即處理。 閣下如對本**白色**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、註冊證券機構、銀行經理、律師、專業會計師或其他 專業顧問。

閣下如已售出或轉讓名下所有股份,應立即將本**白色**接納表格及綜合文件送交買方或承讓人,或經手買賣或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理商,以便轉交買方或承讓人。

向居住於香港以外司法權區之若干人士提出股份要約可能會受有關司法權區之法律影響。倘 閣下為香港以外司法權區之市民或居民或國民,應自行了解及遵守股份要約於有關司法權區之任 何適用監管或法律規定,於必要時應尋求適當之法律意見。 閣下如欲接納股份要約,須自行負責確保全面遵守有關司法權區之相關法律法規,包括取得任何可能規定之政府、外匯管制或其他同 意,及遵守其他必要手續、監管或法律規定,及支付於有關司法權區應付之任何轉讓稅、註銷稅或其他稅項。要約人、鎧盛及彼等各自之董事以及參與股份要約之任何其他人士均有權獲悉數彌償 及毋須就 閣下可能須支付之任何稅項向 閣下承擔任何責任。 閣下接納股份要約將視為構成 閣下向要約人作出之保證, 閣下根據所有適用法律獲准接納股份要約(及其任何修訂),而根據 所有適用法律,該接納為有效及具約束力。

本白色接納表格之填寫方法

股東於填寫本白色接納表格前,務請先一併閱讀本白色接納表格及綜合文件。為接納鎧盛證券代表要約人以現金價格每股股份1.00港元收購 閣下之股份所提出之股份要約, 閣下應填妥及簽署 本白色接納表格背頁,並將本白色接納表格,連同 閣下有意接納股份要約之股份數目之有關股票(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需之一份或多份信納彌 償保證),一併以勤寄或專人送交方式,盡快送達過戶登記處卓佳證券登記有限公司,地址為香港夏慾道16號遠東金融中心17樓,信封面請註明「永盛新材料有限公司一股份要約」,惟無論如何不得 遲於二零二三年九月二十一日(星期四)下午四時正(香港時間),或要約人可能根據收購守則釐定及公佈之較後時間及/或日期。概不會就接獲之任何接納及轉讓表格及/或有關股票及/或過戶 收據及/或任何其他所有權文件(及/或任何就此所需之一份或多份信納彌償保證)發出任何收據。倘股份要約枚撤回或失效,要約人須盡快(惟無論如何於其後十(10)日內)以平郵方式將股票及 /或過戶收據及/或任何其他所有權文件(及/或任何就此所需之一份或多份信納彌償保證)連同本白色接納表格一併退還。

有關股份要約之白色接納表格

致:要約人及鎧盛證券

- 1. 本人/吾等簽立本**白色**接納表格之背頁,本人/吾等之繼承人及受讓人將受此約束,並構成:
 - (a) 本人/吾等按綜合文件及本**白色**接納表格所載代價及條款與條件,就本**白色**接納表格所列明之股份數目,接納綜合文件所載由鎧盛證券代表要約人提出之股份要約;
 - (b) 本人/吾等不可撤回地分別指示並授權要約人及/或鎧盛證券及/或彼等各自之任何代理人,代表本人/吾等從 貴公司或過戶登記處領取將根據本人/吾等已正式簽署且呈 交之随附過戶收據及/或其他所有權文件(如有)(及/或任何就此所需之一份或多份信納彌償保證)發行予本人/吾等之股份之相關股票,並將有關股票送交過戶登記處,以及授 權並指示過戶登記處根據股份要約之條款及條件持有有關股票,猶如有關股票與本**白色**接納表格一併送交過戶登記處無異;
 - (c) 本人/吾等不可撤回地分別指示並授權要約人及/或鎧盛證券及/或彼等各自之任何代理人,將本人/吾等根據股份要約之條款應得之現金代價(減本人/吾等就接納股份要約應付之賣方從價印花稅),以「不得轉讓一只准入抬頭人賬戶」方式劃線開出支票予本人/吾等,然後盡早惟無論如何於妥為完成接納股份要約及過戶登記處接獲使有關接納股份要約完整及有效及遵守收購守規則之所有有關接納之相關所有權文件當日(以較後者為準)後七(7)個營業日之內,按以下地址以平郵方式寄發予下文所列人士(如未有於下欄列明姓名及地址,則按 貴公司股東名冊所示之登記地址寄予本人或吾等當中排名首位之人士(如屬聯名登記股東),郵誤風險由本人/吾等自行承擔;
 - (附註:倘接收支票之人士並非登記股東或排名首位之聯名登記股東,則請在本欄填上接收支票人士之姓名及地址。)
 - (d) 本人/吾等不可撤回地分別指示並授權要約人及/或鎧盛證券及/或過戶登記處或彼等任何一方可能就此指示之一名或多名人士代表本人/吾等以根據股份要約出售股份賣方 之身份,訂立、簽署及交付香港法例第117章印花稅條例第19(1)條所規定須由本人/吾等訂立及簽署之買賣單據,並安排按該條例之條文加蓋印花及在本**白色**接納表格背書證明, 以及以聯交所指定可能對根據 貴公司組織章程大綱及細則有效轉讓該等股份而屬必要之形式訂立、簽署及交付任何其他文件或文據,並按該條例背書證明;
 - (e) 本人/吾等不可撤回地分別指示並授權要約人、鎧盛證券或彼等任何一方可能指示之一名或多名人士代表接納股份要約之人士填妥並簽立任何文件,並作出任何其他必需或適當 行動,以使接納股份要約之人士之股份轉歸要約人(或其可能指定之該名或該等人士)所有;
 - (f) 本人/吾等承諾於可能屬必要或適當時簽立其他文件並作出有關行為及事宜,以進一步確保本人/吾等轉讓股份予要約人或其可能指定之該名或該等人士,而上述股份將不帶有 一切任何性質之第三方權利、留置權、抵押、押記、衡平權、期權、申索、不利權益及產權負擔以及該等股份所附帶或累計之一切權利、利益及權益,包括但不限於收取在綜合文件 日期或之後宣派、作出或派付之所有股息及分派(如有)之權利;及
 - (g) 本人/ 吾等同意追認要約人或鎧盛證券或彼等各自之任何代理或彼等任何一方可能指定之人士, 行使本表格所載任何授權時所作出或進行之各項及任何行動或事宜。
- 2. 本人/吾等明白,本人/吾等接納股份要約將被視為表示本人/吾等向要約人、鎧盛證券及 貴公司保證(i)本人/吾等根據股份要約出售之股份不附有一切任何性質之第三方權利、留置 權、抵押、押記、衡平權、期權、申索、不利權益及產權負擔以及該等股份所附帶或累計之一切權利、利益及權益,包括但不限於收取在綜合文件日期或之後宣派、作出或派付之所有股息 及分派(如有)之權利;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、鎧盛證券、 貴公司或任何其他人士違反任何地區與股份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及法規獲准收取及接納股份要約(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。
- 3. 本人/吾等謹此向 閣下保證及聲明,本人/吾等為本自色接納表格所列明股份之登記持有人,而本人/吾等絕對擁有全部權利、權力及權限,藉接納股份要約之方式向要約人出售及轉 讓本人/吾等所持股份之所有權及擁有權,以要約人或其代理人名義登記。
- 4. 倘根據股份要約之條款,本人/吾等之接納無效,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/或任何就此所需之一份或多份信納彌償保證),連同已正式註銷之本**白色**接納表格以平郵方式一併寄回上述第1(c)段所指人士或,如姓名及地址欄內空白,則 按 貴公司股東名冊所示登記地址寄回本人或吾等當中名列首位者(如屬聯名登記股東),惟郵誤風險概由本人/吾等自行承擔。

附註: 倘 閣下交出一份或以上過戶收據同時於 閣下接納股份要約後,要約人及/或鎧盛證券或其任何代理代表 閣下,向 貴公司或過戶登記處領取有關股票, 閣下將獲發還股票,而並非過戶收據。

- 5. 本人/吾等向要約人、鎧盛證券及 貴公司保證,本人/吾等符合本人/吾等於 貴公司股東名冊所列地址所處司法權區內有關本人/吾等接納股份要約之法律規定,包括取得一切所需 政府、外匯管制或其他同意及符合所有必要手續、法律及/或監管所規定之任何登記或存檔。
- 6. 本人/吾等向要約人、鎧盛證券及 貴公司保證,本人/吾等將全面負責支付本人/吾等於 貴公司股東名冊所列地址所處司法權區之所有應付轉讓費用或其他稅項及稅款。
- 7. 本人/吾等附上本人/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/或任何就此所需之一份或多份信納彌償保證),由 閣下依照及根據股份要約之條款及條件予以保存。本人/吾等明白將不會就任何接納及過戶表格、股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需之一份或多份信納彌償保證)獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發,郵誤風險概由本人/吾等承擔。
- 8. 本人/吾等承認透過接納股份要約而向要約人出售本人/吾等之股份,將以要約人或其代名人之名義登記。
- 9. 本人/吾等就已接納股份要約所涉及之股份,而其接納並未被有效撤回及並無按要約人之指示或其名義登記者,向要約人及鎧盛證券不可撤回地承諾、聲明、保證及同意(以約束本人/ 吾等之繼承人及受讓人)作出:
 - (a) 本人/吾等授權 貴公司及/或其代理人,將須向本人/吾等作為 貴公司股東寄發之任何通告、通函、保証書或其他須予寄發之文件或通訊(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),寄送予香港九龍官塘敬業街55號皇廷廣場31樓B室,註明要約人收;
 - (b) 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,同意縮短 貴公司股東大會通知期及/或出席及/或簽署該等股份之代表委任表格,以委任要約人提名之任何人士出席該等股東大會(或其任何續會),以及代表本人/吾等行使該等股份附帶之投票權,而該等投票權將以要約人受制於收購守則全權酌情釐定之方式作出投票;及
 - (c) 本人/吾等協定,在未得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理人,或委任代理人出席股東大會,及在上文所規 限下,如本人/吾等以往已就 貴公司股東大會委任代理人(而該代理人並非要約人或其代名人或獲委任人士)出席該等大會並作出投票,則本人/吾等謹此撤回該委任。
- 10. 本人/吾等確認,除綜合文件及本白色接納表格明文規定外,在此作出之所有接納、指示、授權及承諾均不得撤回及無條件。

PERSONAL DATA

Personal information collection statements

This personal information collection statement informs you of the policies and practices of the Offeror, Halcyon Securities 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 Share 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 invalidated, rejected or delayed. It may also prevent or delay the dispatch of the consideration to which you are entitled to under the Share Offer. It is important that you should inform the Offeror, Halcyon Securities and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this **WHITE** 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 WHITE Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the register of members;
- conducting or assisting to conduct signature verification, and or other verification or exchange of information;
 distributing communications from the Offerer and/or its secret such as Helener 2.
- distributing communications from the Offeror and/or its agents such as Haleyon Securities and the Registrar and their respective advisers;
- compiling statistical information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Share Offer;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, and/or Halcyon Securities and/or the Registrar to discharge its obligations to the Shareholders and/or under applicable regulations and any 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 **WHITE** Form of Acceptance will be kept confidential but the Offeror and Halcyon 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, its subsidiaries or holding companies and/or their respective agent(s), such as Halcyon Securities and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Halcyon Securities and/or the Registrar, in connection with the operation of their 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 Offeror, Halcyon Securities and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror, Halcyon Securities and/or the Registrar will keep the personal data provided in this form for as long as necessary to fulfill the purposes for which the personal data was 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, Halcyon Securities 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 Offeror, Halcyon Securities 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, Halcyon Securities and/ or the Registrar (as the case may be).

BY SIGNING THIS WHITE FORM OF ACCEPTANCE YOU AGREE TO ALL OF THE ABOVE

個人資料

個人資料收集聲明

本個人資料收集聲明旨在知會 閣下有關要約人、鎧盛證券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(「條例」)之政策及慣例。

1. 收集 閣下個人資料之理由

倘 閣下希望就所持有之股份接納股份要約,則須提供所需之個人資料。 倘 閣下未能提供所需資料,則可能會導致 閣下之接納失效、遭拒絕或延 誤處理。這亦可能妨礙或延誤寄發 閣下根據股份要約應得之代價。注意:如 所提供的資料不準確, 閣下須即時知會要約人、鎧盛證券及/或過戶登記 處。

2. 用途

閣下於本**白色**接納表格所提供之個人資料可能會就下列用途加以運用、持有 及/或保存(以任何方式):

- 處理 閣下之接納及核實 閣下遵從本白色接納表格及綜合文件載列之 條款及申請程序;
- 登記將股份從 閣下名下轉讓;
- 保存或更新股東名冊;
- 核實或協助核實簽名,以及對任何其他資料進行核實或交換;
- 自要約人及/或其代理人(例如鎧盛證券及/或過戶登記處及彼等各自 的顧問)收取通訊;
- 編製統計資料及股東概覽;
- 遵照法律、規則或規例(無論法定或非法定)之要求作出披露;
- 確定 閣下根據股份要約應得之配額;
- 披露有關資料以便申索或享有配額;
- 與要約人或過戶登記處業務有關之任何其他用途;及
- 與上文所述有關之任何其他附帶或相關用途及/或以便要約人及/或鎧 盛證券及/或過戶登記處履行彼等對股東之責任及/或於適用法規下之 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**白色**接納表格所提供之個人資料將會保密,但要約人及鎧盛證券及/或過 戶登記處可能會作出彼等認為必要之查詢以確定個人資料之準確性,以便資 料可達致上述或任何有關之用途,尤其可能會向下列任何及所有人士及實體 披露、取得或轉交該等個人資料(不論在香港境內或境外):

- 要約人、其附屬公司或控股公司及/或彼等各自之代理人(例如鎧盛證券 及過戶登記處);
- 為要約人、鎧盛證券及/或過戶登記處之業務經營向彼等提供行政、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;
- 與閣下進行交易或建議進行交易之任何其他人士或機構,例如閣下 之往來銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約人、鎧盛證券及/或過戶登記處認為必需或適當情況下之任何其他 人士或機構。

4. 保留個人資料

要約人、鎧盛證券及/或過戶登記處將按收集個人資料之用途需要保留本表 格內提供之個人資料。無需保留之個人資料將會根據條例銷毀或處理。

5. 查閱及更正個人資料

條例賦予 閣下權利確定要約人、鎧盛證券及/或過戶登記處是否持有 閣 下之個人資料,索取該等資料副本及更正任何不正確資料。根據條例,要約 人、鎧盛證券及/或過戶登記處均有權就處理任何查閱資料之要求收取合理 費用。所有關於查閱資料或更正資料或詢問關於政策及慣例及所持資料類別 之要求,應向要約人、鎧盛證券及/或過戶登記處(視乎情況而定)提出。

閣下簽署本白色接納表格,即表示同意上述所有條款。