Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Form of Acceptance.

香港交易及結算所有限公司、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難明,並明確表示,概不對因本接納表格全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the offer document dated 22 November 2024 (the "Offer Document") issued by Ms. Chen Miaoping. 除文義另有所指外,本接納表格所用詞彙與陳妙娉女士刊發的日期為二零二四年十一月二十二日的要約文件(「要約文件))所界定者具有相同涵義。

Receiving Agent in Hong Kong: Boardroom Share Registrars (HK) Limited 於香港的接收代理: 寶德隆證券登記有限公司

To be completed in all respects except the sections marked "Do not complete" 除註明「毋須填寫」的部分外,每項均須填寫 FORM OF ACCEPTANCE 接納表格

2103B, 21/F, 148 Electric Road North Point. Hong Kong 香港北角 電氣道148號 21樓2103B室

> ALL JOINT HOLDERS MUST SIGN HERE 所有聯名持有人 均須於本欄簽署

CHEN MIAOPING 陳妙娉

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER BY VBG CAPITAL LIMITED FOR AND ON BEHALF OF THE OFFEROR TO ACQUIRE 67,808,588 SHARES IN ELIFE HOLDINGS LIMITED (OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING IN CONCERT WITH HER)

由建泉融資有限公司代表要約人提出自願有條件現金部分收購要約以收購易生活控股有限公司的67,808,588股股份 (要約人及其一致行動人士已擁有者或同意收購者除外)

TO ACCEPT THE PARTIAL OFFER (Please refer to the note) 接納部分收購要約(請參閱附註)

Signed by the Transferor(s) in the presence of:

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby 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 Offer Document. 根據本表格及隨附的要約文件所載條款及條件,下列「轉讓人」現按下列**代價**,將以下註明轉讓人所持有的股份轉讓予下列「承讓人」。

Number of Shares tendered for acceptance 關下提呈接納的股份數目	FIGURES 數目		WORDS 大寫
Share certificate number(s) 股票編號			
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及完整地址 (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\$0.11 in cash for each Share tendered for acceptance and to be taken up by the Offeror (the number of Shares to be taken up by the Offeror is subject to any scaling down in accordance with the terms of the Partial Offer) 以現金0.11港元接納每股提呈接納並獲要約人承購的股份(將由要約人承購的股份數目可按部分收購要約條款作出任何縮減)		
TRANSFEREE 承讓人	Name 名稱:	Chen Miaoping 陳妙娉	
	Registered address 登記地址:	Flat B05, 12/F, Man Foong Industrial Building, 7 Cheung Lee Street, Chai Wan, Hong Kong	
		香港柴灣祥利街7號萬峰工業大廈12樓B05室	
	Occupation 職業:	Merchant 商人	
SIGNED by the transferor(s) to this transfer, this day of	, 2024由轉讓人於二零二四年_	月 月	∃ 簽署

- Notes Insert the total number of Shares for which the Partial Offer is accepted. If no number is inserted, your form will be incomplete and will not be accepted. If a number in excess of your registered holding of Shares is inserted, your form will be erroneous and will not be accepted.
 Subject to the Partial Offer becoming unconditional in all respects, the total number of Shares taken up by the Offeror from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Offer
- 附註.
- Document. Fractions of Shares will not be taken up under the Partial Offer. The number of Shares to be purchased from you by the Offeror in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Offeror. 填寫接納部分收購要約的股份繳數,偷無填寫數目,則 周下的表格將屬錯誤並將不獲接納。 倚部分收購要約在各方面成為無條件後。要約人自 周下系購的股份總數將就提呈接納的股份總數按載於要約文件的公式艦定。根據部分收購要約,非整數的股份將不會獲承購。要約人就 周下的接納將向 周下購買的股份數目,將會由要約人酌情決定上調或下調以接整至最接近的整數。

If you have accepted the Partial Offer in this Form of Acceptance, please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Partial Offer. All joint holders must sign. Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below. 倘 閣下於本接納表格中接納部分收購要約,請於下方簽署一次,以作為轉讓人接納部分收購要約。所有聯名持有人均須簽署。 閣下應在另一名並非聯名持有人的18歲或以上人士的見證下簽署,而該人士亦須如下所示簽署及填寫其姓名及地址。

特成人在ドガル成人元成ド東右・ SIGNATURE OF WITNESS 見證人簽署	
Name of witness 見證人姓名	
Address of witness 見證人地址	Signature(s) of Transferor(s)
	Company chop, if applicable
Occupation of witness 見證人職業	轉讓人簽署
1	// 三 CD MF (+n) 本 田)

Occupation of witness 見證人職業	轉讓人簽署 公司印鑑(如適用)
	Do not complete 請勿填寫本欄
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署:	Signed by or behalf of 由以下人士或其代表簽署
SIGNATURE OF WITNESS 見證人簽署	Authorised Signatory(ies):
NAME OF WITNESS 見證人姓名	授權簽署人:
Address of witness 見證人地址	Signature of Transferee or its duly authorised agent(s) 承議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	

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

The Partial Offer is in respect of a company incorporated in Cayman Islands and listed in Hong Kong and is therefore subject to the procedure and disclosure requirements of laws, regulatory and rules in Hong Kong which may be different to those in other jurisdictions. The ability of Qualifying Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the Partial Offer may be subject to the laws and regulations of the relevant jurisdictions. Such Qualifying Shareholders may be prohibited from participating in the Partial Offer. It is the responsibility of each such Qualifying Shareholder to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents which may be required, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.

Any acceptance of the Partial Offer by such Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. Qualifying Shareholders should consult their professional advisers if in doubt.

This Form of Acceptance should be read in conjunction with the Offer Document. All words and expressions defined in the Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

You should read the Offer Document before completing this form. To accept the Partial Offer made by VBG Capital Limited for and on behalf of the Offeror at HK\$0.11 per Share in cash, you should duly complete and sign this form and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for not less than the number of Shares in respect of which you wish to accept the Partial Offer, by post or by hand to the Receiving Agent at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong in an envelope marked "Elife Holdings Limited – Partial Offer" as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Receiving Agent by no later than 4:00 p.m. (Hong Kong time) on the Final Closing Date or such later time and/or date as the Offeror may decide and announce and the Executive may approve. Unless the Partial Offer is extended or revised in accordance with the Code, no Form of Acceptance received after the Final Closing Date will be accepted.

FORM OF ACCEPTANCE IN RESPECT OF THE PARTIAL OFFER

To: the Offeror and VBG Capital Limited

- My/Our execution of this Form of Acceptance shall also be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our acceptance of the Partial Offer made by VBG Capital Limited for and on behalf of the Offeror in respect of the number of Shares inserted in this form and subject to the terms set out or referred to in the Offer Document and this Form of Acceptance, and such acceptance shall be irrevocable except in the circumstances that such accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and VBG Capital Limited or their respective agent(s) to send a cheque marked "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 Partial Offer (taking into account of any scaling down of my/our acceptance, stamp duty and the fees payable to the Registrar in respect of lost or unavailable Share certificates) and (if applicable) any Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for Shares not taken up by the Offeror by ordinary post at my/our own 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;

(Insert name and address of the person to whom the cheque should 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 each of the Offeror, VBG Capital Limited 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 Section 19(1) of 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 Partial 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 each of the Offeror, VBG Capital Limited 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 Partial 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 under the Partial Offer;
- (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Partial Offer on and subject to the terms set out or referred to in the Offer Document and this Form of Acceptance;
- (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 Share(s) tendered for acceptance under the Partial Offer to the Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Final Closing Date;
- (g) my/our irrevocable instruction and authority to the Offeror, VBG Capital Limited and/or their respective agent(s) to collect from the Receiving Agent on my/our behalf the Share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), which has/have been duly signed by me/us, and to deliver the same to the Receiving Agent and to authorise and instruct the Receiving Agent to hold such Share certificate(s) subject to the terms and conditions of the Partial Offer as if it/they were Share certificate(s) delivered to the Receiving Agent together with this Form of Acceptance.
- 2. I/We understand that acceptance of the Partial Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and VBG Capital Limited that the number of Share(s) specified in this Form of Acceptance will be sold free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Final Closing Date.
- 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request the Offeror, VBG Capital Limited, the Receiving Agent and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or 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.

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 any of the Offeror and/or VBG Capital Limited and/or Receiving Agent and/or any of their agent(s) from the Offeroe Company or the Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.

- 4. I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror, VBG Capital Limited, the Receiving Agent and/or such person or persons as any of them may direct on the terms and conditions of the Partial Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (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 represent and warrant to each of the Offeror, VBG Capital Limited, the Receiving Agent and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Acceptance and I/we have the full, power and authority to tender, sell, assign or transfer my/our Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Partial Offer.
- 6. It is the responsibility of each Qualifying Shareholder who is a citizen, resident or national of a jurisdiction outside of Hong Kong to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.
- 7. Any acceptance of the Partial Offer by any Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror and that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
- 8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格乃重要文件,請即處理。

部分收購要約涉及一家於開曼群島註冊並在香港上市的公司,因此須遵循香港法律、監管及規則的程序和披露要求,該等要求可能與其他司法管轄區的不同。合資格股東若為香港以外地區的公民、居民或國民,其參與部分收購要約的能力可能受相關地區法律及法規的約束。該等合資格股東可能被禁止參與部分收購要約。每位合資格股東均有責任確保其完全遵守相關司法管轄區的法律法規,包括獲取任何可能需要的政府、外匯管制或其他同意,或進行申報和登記,以及支付該合資格股東在該相關司法管轄區應繳納的任何轉讓或其他稅款。

任何合資格股東接納部分收購要約將被視為該合資格股東向要約人作出聲明及保證,即(i)已遵守所有與該接納有關的當地法律及規定,及(ii)根據相關司法管轄區的法律及法規,該合資格股東可接納部分收購要約,且根據所有適用法律及法規,該接納應有效並具約束力。合資格股東如有疑問,應諮詢其專業顧問。

此接納表格應與要約文件一併閱讀。除非文義另有所指,否則所有在要約文件中界定的詞彙與在本表格中使用時應具有相同的涵義。

如何填寫本接納表格

關下應閱讀要約文件後,方填寫本表格。如欲接納由建泉融資有限公司代表要約人提出的每股現金港幣0.11元之部分收購要約, 閣下應填妥及簽署本表格,並將整份表格連同股份、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的一份或多份彌償保證)(如適用)寄送或親自交至香港北角電氣道148號21樓2103B室的接收代理,信封上註明「易生活控股有限公司一部分收購要約」,在收到此接受表格後盡快寄出,但無論如何須於最終截止日期當天下午4時正(香港時間)或要約人可能決定並公告及行政長官可能批准的較後時間及/或日期之前送達接收代理。除非根據守則延長或修改部分收購要約,否則在最終截止日期後收到的任何接納表格將不會被接受。

部分收購要約之接納表格

致:要約人及建泉融資有限公司

- 1. 本人/吾等一經簽立本接納表格,本人/吾等的繼承人及受讓人將受此約束,並將構成:
 - (a) 本人/吾等遵循要約文件及本接納表格所載或所指條款,就本表格所指明之股份數目接納由建泉融資有限公司代表要約人提出之部分收購 要約,而該項接納不可撤銷,除非該名接納之股東根據收購守則規則19.2或遵照收購守則規則17獲授撤回權利之情況則除外;
 - (b) 本人/吾等不可撤回地指示並授權要約人及建泉融資有限公司或彼等各自的代理,將本人/吾等根據部分收購要約條款應得的現金代價(考慮到本人/吾等接納的任何縮減、印花稅及就遺失或無法提供的股票需支付予過戶登記處的費用)以「不得轉讓一只准入抬頭人賬戶」方式開出劃線支票,並(如適用)將任何未被要約人承購的股份的股票、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的一份或多份彌償保證)(如適用)以平郵方式寄予下文所列之人士及地址,或如下文未有列明姓名及地址,則寄予本人或吾等當中名列首位者(如屬聯名登記股東)於股東名冊所示之登記地址,郵誤風險概由本人/吾等自行承擔;

(倘收取支票的人士並非登記股東或排名首位的聯名登記股東,則請在本欄填上該名人士的姓名及地址。)

姓名:(請用正楷填寫)

地址:(請用正楷填寫)

- (c) 本人/吾等不可撤回地指示及授權要約人、建泉融資有限公司及/或彼等任何一方可能就此指定之有關人士,各自代表本人/吾等製備及 簽立香港法例第117章印花税條例第19(1)條規定本人/吾等作為根據部分收購要約出售股份之賣方須製備及簽立之成交單據,並按該條例 之規定安排該單據加蓋印花及安排在本接納表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權要約人、建泉融資有限公司及/或彼等任何一方可能指定之一名或多名有關人士,各自代表本人/吾等填妥及簽署任何有關本人/吾等接納部分收購要約之文件,以及辦理任何其他必需或權宜之手續,以將本人/吾等根據部分收購要約而提呈接納之股份,歸屬於要約人及/或其可能指定之一名或多名有關人士;
- (e) 本人/吾等明白本人/吾等簽署本接納表格即被視作根據及遵守要約文件及本接納表格所載或所指之條款構成接納部分收購要約;
- (f) 本人/吾等承諾於必需或合宜時簽署該等進一步文件及以進一步保證之形式作出該等行動及事項,以將本人/吾等根據部分收購要約提呈接納之股份轉讓予要約人或其可能指定之一名或多名有關人士,且不附帶一切留置權、押記、產權負擔、優先購買權及任何性質之其他第三方權利,並連同任何時候累算及附帶之一切權利及利益,包括收取記錄日期為最後截止日期或之後的所有股息及其他分派之權利;
- (g) 本人/吾等不可撤回地指示及授權要約人、建泉融資有限公司及/或彼等各自之代理,代表本人/吾等憑交出隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(及/或就此所需令人信納的一份或多份彌償保證)(如適用),向接收代理領取本人/吾等就股份應獲發之股票,並將有關股票送交接收代理,且授權及指示接收代理根據部分收購要約之條款及條件持有有關股票,猶如有關股票已連同本接納表格一併送交接收代理。
- 2. 本人/吾等明白本人/吾等接納部分收購要約,將被視為構成本人/吾等向要約方與及建泉融資有限公司保證,本接納表格所註明的股份數目將在不附帶一切留置權、押記、產權負擔、優先購買權及具任何性質之任何其他第三方權利的情況下出售,並連同該等股份於任何時間所產生及附帶的所有權利及利益,包括收取記錄日期為最後截止日期或之後的任何股息或其他分派的所有權利。
- 3. 倘根據部分收購要約的條款,本人/吾等的接納無效或被視作無效,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/吾等授權並要求要約人、建泉融資有限公司、接收代理及/或彼等任何一方可能指定的一名或多名人士,向本人/吾等退還本人/吾等的股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納的一份或多份彌償保證)(如適用),並連同已正式註銷的本批准及接納表格,一併按股東名冊所示登記地址以普通郵遞方式郵寄予上文第1(b)段所列的人士,或如無列明姓名或地址,則為本人或(如屬聯名登記股東)吾等當中名列首位者於股東名冊所示的登記地址,郵誤風險概由本人/吾等承擔。

附註: 倘本人/吾等交回一份或以上過戶收據,而同時要約人及/或建泉融資有限公司及/或接收代理及/或彼等的任何代理已代表本人/吾等向受要約公司或過戶登記處領取相關的股票,則該等股票而非過戶收據將退還予本人/吾等。

- 4. 本人/吾等茲附上將由要約人、建泉融資有限公司、接收代理及/或彼等任何一方可能指定的一名或多名人士根據部分收購要約的條款及條件持有的本人/吾等全部或部分股份的相關股票、過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納的一份或多份彌價保證)(如適用)。本人/吾等明白任何交回的接納表格、股票、過戶收據及/或任何其他所有權文件(及/或就此所需並令人信納的一份或多份彌償保證)(如適用)概不獲發收據。本人/吾等亦了解所有文件將以普通郵遞方式寄發,郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等向要約人、建泉融資有限公司、接收代理及/或彼等任何一方可能指定的一名或多名人士各自作出聲明及保證,本人/吾等為本接納表格所註明的股份數目的登記股東,而本人/吾等具有十足權力及授權,以接納部分收購要約的方式向要約人提呈、出售、轉讓或轉移本人/吾等的股份(連同其所累算或附帶的一切權利)。
- 6. 屬於香港以外司法權區的公民、居民或國民的合資格股東,各自有責任自行了解並全面遵守相關司法權區與此相關的法律或法規,包括取得任何 政府、外匯管制或其他方面的同意,或進行備案及登記,以及支付有關合資格股東於相關司法權區應付的任何轉讓或其他稅項。
- 7. 任何合資格股東接納任何部分收購要約,將被視為構成該合資格股東向要約人聲明及保證(i)已遵守與該項接納有關的所有本地法律及法規及(ii)該 合資格股東根據相關司法權區的法律及法規可接納部分收購要約,而有關接納根據所有適用法律及法規均屬有效及具約東力。
- 8. 本人/吾等確認,除要約文件及本接納表格明文規定者外,據此作出的所有接納、指示、授權及承諾均屬不可撤回及無條件。

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, VBG Capital Limited and the Receiving Agent 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

In accepting the Partial 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 despatch of the consideration to which you are entitled under the Partial 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 Offer Document.
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Shares;
- conducting or assisting to conduct signature verifications, and any other 4. Access and correction of personal data verification or exchange of information;
- distributing communications from the Offeror, its agents such as financial advisers, and/or the Receiving Agent;
- 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 or the Offeree Company: and
- any other incidental or associated purposes relating to the above 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, VBG Capital Limited and/or the Receiving Agent 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, VBG Capital Limited, any of their agents and/or advisers and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, VBG Capital Limited and/or the Receiving Agent, 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 institutions in securities; and
- any other persons or institutions whom the Offeror, VBG Capital Limited and/or the Receiving Agent consider(s) to be necessary or desirable in the circumstances

The Ordinance provides you with rights to ascertain whether the Offeror, VBG Capital Limited and/or the Receiving Agent 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, VBG Capital Limited and/or the Receiving Agent has/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, VBG Capital Limited or the Receiving Agent (as the case may be).

BY SIGNING THIS 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、建泉融資有限公司及股 份接收代理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」)的政策及慣例。

收集 閣下個人資料的原因

於接納有關 閣下股份的部分收購要約時, 閣下須提供所需的個人資料。倘未能提供所需資料,則可能導致 閣下的接納在處理時變成無效、 遭拒絕受理或遭到延誤。同時亦可能妨礙或延遲寄發 閣下根據部分 收購要約應得的代價。

2. 用途

閣下於本接納表格提供的個人資料可能會被用作、持有及/或保存(以 任何方式)作下列用途:

- 處理 閣下的接納及核實或遵循本接納表格及要約文件載列的條 款及申請手續;
- 登記以 閣下名義進行的股份轉讓;
- 存置或更新股份的相關持有人名册;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 分派來自要約人、其代理(例如財務顧問)及/或接收代理的通訊;
- 編製統計資料及股東資料;
- 確立股東的受益權利;
- 披露相關資料以便申索權益;
- 根據法律、規則或法規的要求(無論法定或其他規定)作出披露;
- 有關要約人或受要約公司業務的任何其他用途;及
- 有關上文所述的任何其他附帶或關聯用途,以及股東可能不時同 意或獲知會的其他用途

3. 轉交個人資料

本接納表格提供的個人資料將會保密,惟要約人、建泉融資有限公司及 或接收代理可作出彼等認為必需的查詢,以確認個人資料的準確性,惟 以達致上述或有關任何上述用途的範圍為限,尤其彼等可向或自下列任 何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)該 等個人資料:

- 要約人、建泉融資有限公司、彼等的任何代理及/或顧問以及接收代
- 為要約人、建泉融資有限公司及/或接收代理提供與其業務營運有關的行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方 服務供應商;
- 任何監管或政府機構;
- 閣下進行或建議進行交易的任何其他人士或機構,例如 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、建泉融資有限公司及/或接收代理認為必需或適當情況下的 任何其他人士或機構

4. 查閱及更正個人資料

根據條例的規定, 閣下有權確定要約人、建泉融資有限公司及/或接收代理是否持有 閣下的個人資料、獲取該資料副本以及更正任何錯誤資料。根據條例,要約人、建泉融資有限公司及/或接收代理有權就辦理獲取任何查閱資料的要求收取合理費用。查閱資料或更正資料或查詢有關政策及慣例及所持資料類別的所有要求,應向要約人、建泉融資有限公司 或接收代理(視情況而定)提出。

一經簽署本接納表格,即表示 閣下同意上述各項。