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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接納表格之內容概不負責，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之任何損失承擔任何責任。  
 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 14 May 2025 (the "Composite Document") issued jointly by Knight Sky Holdings Limited (the "Offeror") and UBA Investments Limited (the "Company").  
 除文義另有所指外，本接納表格所用詞彙與由Knight Sky Holdings Limited (「要約人」)及開明投資有限公司 (「本公司」)於二零二五年五月十四日聯合刊發之綜合要約及回應文件 (「綜合文件」)所界定者具有相同涵義。

**PLEASE USE THIS FORM OF ACCEPTANCE IF YOU WANT TO ACCEPT THE OFFER.**  
 閣下如欲接納要約，請使用本接納表格。



## UBA INVESTMENTS LIMITED

### 開明投資有限公司\*

(incorporated in Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code: 768)

(股份代號：768)

Websites 網址：www.uba.com.hk

#### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF UBA INVESTMENTS LIMITED

開明投資有限公司

已發行股本中每股面值0.01港元之普通股之要約接納及轉讓表格

**All parts should be completed in full except for the section marked "Do not complete"**  
 除註明「請勿填寫本欄」的部分外每項均須填寫

Hong Kong branch share registrar and transfer office: Tricor Investor Services Limited (the "Registrar")

香港股份過戶登記分處：卓佳證券登記有限公司 (「過戶登記處」)

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

香港夏慤道16號遠東金融中心17樓

**FOR THE CONSIDERATION** stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the ordinary share(s) of HK\$0.01 each in the issued share capital of the Company held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.

根據本表格及隨附之綜合文件載列之條款及條件，下述「轉讓人」謹此按下列代價接納要約，並向下述「承讓人」轉讓以下註明之轉讓人持有之本公司已發行股本中每股面值0.01港元之普通股。

<b>Number of Shares to be transferred (Note)</b> 將予轉讓之股份數目 (附註)	<b>FIGURES</b> 數目	<b>WORDS</b> 大寫
<b>Share certificate number(s)</b> 股票號碼		
<b>TRANSFEROR(S) name(s) and address in full</b> 轉讓人全名及詳細地址 (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\$0.03 in cash for each Share 每股股份現金0.03港元	
<b>TRANSFEREE</b> 承讓人	Name: 名稱：	Knight Sky Holdings Limited
	Correspondence Address: 通訊地址：	16th Floor, Wah Kit Commercial Centre, 300 Des Voeux Road Central, Hong Kong 香港德輔道中300號華保商業中心16樓
	Occupation: 職業：	Corporation 法團

Signed by or for and 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 \_\_\_\_\_

Applicable 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表簽署/公司印章 (如適用)

Date of submission of this Form of Offer Acceptance

提交本股份要約接納表格之日期

**ALL JOINT  
 SHAREHOLDERS  
 MUST SIGN  
 HERE**  
 所有聯名  
 股東均須於  
 本欄簽署

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions contained herein and in the accompanying Composite Document, and that the signing and submission of this Form of Acceptance by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.

署名股東謹此確認要約受本表格及隨附之綜合文件內之條款及條件所規限，且由署名股東簽署及呈交本接納表格並不令據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須於下文所列轉讓日期由承讓人簽署，方可作實。

#### 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 Transfer 轉讓日期 \_\_\_\_\_

For and on behalf of 代表  
**Knight Sky Holdings Limited**

Authorised Signatory(ies)  
 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人簽署

**Note:** Insert the total number of Shares for which the Offer is accepted. If no number is specified or the number of Shares specified in this Form of Acceptance is greater than the number of Shares held by you, or is greater or smaller than that represented by the certificates for Shares tendered for acceptance and you have signed this Form of Acceptance, this Form of Acceptance will be returned to you for correction. Any corrected and valid Form of Acceptance must be re-submitted 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。倘若本接納表格上並無註明股份數目，或表格上註明之股份數目多於 閣下持有之股份數目或大於或少於 閣下就接納要約所遞交股票內所示之數目，而閣下已簽署本接納表格，本接納表格將退回給 閣下以作更正。任何經更正及有效之接納表格須於接納要約之最後限期或之前向過戶登記處再行提交且由過戶登記處收訖。

\* For identification purposes only 僅供識別

**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 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 is making the Offer for and on behalf of the Offeror. The availability of the Offer to the Overseas Shareholders having registered addresses outside of Hong Kong may be 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 and, where necessary, seek legal advice. If you wish to accept the 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 but not limited to, the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required or the compliance with other necessary formalities or legal and regulatory requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Offer. The Offeror and the parties acting in concert with it, the Company, Upbest, Diligent Capital, Pelican Financial, Vinco Financial, the Registrar or any of their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes or duties as you may be required to pay. Acceptance of the Offer by you will be deemed to constitute a representation and warranty by you to the Offeror, Upbest and the Company that you have observed and complied with 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 any registration or filing which may be required or the compliance with other necessary formalities or regulatory and legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any 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 conditional. Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Offer made by Upbest for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.03 per Share, 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 the whole or in respect of part of your holding of Share(s) or if applicable, for not less than the number of the Shares in respect of which you intend to accept the Offer, by post or by hand marked "UBA Investments Limited – Offer" on the envelope, to the Registrar, **Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, by no later than 4:00 p.m. on Wednesday, 4 June 2025** or such later time(s) and/or date(s) as the Offeror may determine and the Offeror and the Company may jointly announce with the consent of the Executive 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. GENERAL PROCEDURES FOR ACCEPTANCE OF THE OFFER" 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

1. My/Our execution of this Form of Acceptance shall be binding on my/our successors and assignees, and shall constitute:

- (a) my/our irrevocable acceptance of the Offer made by Upbest for and 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 Shares specified in this Form of Acceptance;
- (b) my/our irrevocable instruction and authority to each of the Offeror and/or Upbest 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 was/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 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 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 no later than seven (7) Business Days after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code, and the date on which the Offer becomes or is declared unconditional, whichever is later;

*(Note: 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 LETTERS) \_\_\_\_\_

Address: (in BLOCK LETTERS) \_\_\_\_\_

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Upbest and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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 Shares 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 Stamp Duty Ordinance;
  - (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 Shares tendered for acceptance under the 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 attaching thereto including, the rights to receive in full all dividends and other distributions, if any, declared, paid or made on or after the date on which the Offer is made, i.e. the date of despatch of the Composite Document;
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Upbest 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 rights contained herein;
  - (g) my/our irrevocable instruction and authority to each of the Offeror and/or Upbest 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 Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer including, but not limited to the insertion of a date in this Form of Acceptance where the Form of Acceptance is undated; and
  - (h) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, Upbest and the Company that the Shares held by me/us to be acquired under the Offer are sold fully paid, free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights, benefits and entitlements attaching thereto including, the rights to receive and retain in full all dividends and other distributions, if any, declared, paid or made on or after the date on which the Offer is made, i.e. the date of despatch of the Composite Document.
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 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 and/or Upbest or any of their respective 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.
5. I/We warrant and represent to the Offeror, Upbest and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this Form of Acceptance and I/we have the full rights, 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 and the Company that I/we have observed and are complied with all applicable laws and regulations where my/our address is located as set out in the register of members of the Company in connection with acceptance of the Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities or regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes or 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 and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or duties or other required payments payable by me/us in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company 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 acceptances, 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 either the Offeror or its nominee.
10. I/We understand that no acknowledgement of 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.
11. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Upbest and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it 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 Offeror at the Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;
  - (b) an irrevocable authority to the Offeror or its 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 Offeror 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 Offeror subject to the Takeovers Code; and
  - (c) my/our agreement not to exercise any such rights without the consent of the Offeror 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 Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.

本接納表格乃重要文件，閣下須即時處理。

閣下如對本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。

閣下如已將名下之股份全部售出或轉讓，應立即將本接納表格連同隨附之綜合文件一併送交買主或承讓人，或送交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，以便轉交買主或承讓人。

美建代表要約人提出要約。向登記地址位於香港境外司法權區之海外股東提早要約或會受到有關司法權區之法律及法規影響。如閣下為海外股東，閣下應自行了解並遵守所有適用之法律及監管規定並於必要時尋求法律意見。閣下如欲接受則有責任自行全面遵守有關司法權區之相關法律及法規，包括但不限於獲得一切所需之政府、外匯管制或其他同意及辦妥一切所需之登記或備案，或遵守其他必要手續或法律及監管規定。閣下亦將須負責支付就接納要約應付之任何有關發行費、轉讓費或其他稅項或徵費。就閣下可能須繳付之任何稅項或徵費而言，要約人及其一致行動人士、本公司、美建、道勤資本、百利勤金融、榮高金融、過戶登記處或任何彼等各自之最終實益擁有人、董事、高級職員、代理人、顧問、聯繫人及任何其他參與要約之人士均有權獲得閣下提供全額彌償保證並確保不致遭受損害。閣下接納要約，即被視為構成閣下向要約人、美建及本公司聲明及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接收及接納要約及其任何修訂，而閣下已取得一切所需之政府、外匯管制或其他同意及辦妥一切所需之任何登記或存檔，或遵守其他必要手續或法律及監管規定並已支付閣下於相關司法權區接納而應付之所有發行費、轉讓費或其他稅項或徵費或其他所需款項，而有關接納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。

本接納表格應連同隨附之綜合文件一併閱覽。

#### 本接納表格之填寫方法

要約為有條件。股東於填寫本接納表格前，務請先閱讀綜合文件。為接納美建代表要約人按現金價格每股股份0.03港元收購閣下之股份所提出之要約，請填妥及簽署背頁之本接納表格，並將整份表格，連同就閣下持有之所有或部分股份或(如適用)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份或多份彌償保證)，併以郵寄或專人送交方式，送抵過戶登記處卓佳證券登記有限公司，地址為香港夏慤道16號遠東金融中心17樓，信封面請註明「**開明投資有限公司一要約**」，惟不得遲於二零二五年六月四日(星期三)下午四時正，或根據收購守則要約人可能釐定及要約人與本公司可能聯合公佈並獲執行人員同意之較後時間及/或日期。綜合文件附錄一之條文已載入並構成本接納表格之一部分。

**重要提示：**如閣下以代名人或其他身分代表另一名人士持有股份，敬請參閱綜合文件附錄一「1.要約之一般接納程序」一段，尤其關於閣下應加以考慮之事項。

#### 要約之接納表格

致：要約人、美建

1. 本人/吾等一經簽立本接納表格，本人/吾等之承繼人及受讓人將受此約束，並表示：

- 本人/吾等不可撤回地就本接納表格上所註明之股份數目，按照及根據綜合文件及本接納表格所述之代價、條款及條件接納綜合文件所載由美建代表要約人提出之要約；
- 本人/吾等不可撤回地指示及授權要約人及/或美建或彼等各自任何代理，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份或多份彌償保證)，憑此向本公司或過戶登記處領取本人/吾等就股份應發之股票，並將有關股票送交過戶登記處，以及授權及指示過戶登記處根據要約之條款及條件持有該等股票，猶如該等股票已連同本接納表格一併交回過戶登記處論；
- 本人/吾等不可撤回地指示及授權要約人及/或美建或彼等各自之代理，各自就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等有關本人/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，不遲於過戶登記處接獲一切有關文件致使要約項下之接納為完整、有效及符合收購守則規則30.2註釋1之日以及要約成為或宣佈為無條件的日期(以較晚者為準)後七(7)個營業日，按以下地址以普通郵遞方式寄予以下人士；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人及/或美建及/或彼等其中一方可能就此指定之有關人士各自代表本人/吾等以根據要約出售股份之賣方身份，訂立、簽立及交付香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並根據該條例規定在本接納表格加蓋印章及背書證明；
  - 本人/吾等承諾於必需或適當時簽立其他文件並採取其他行動，以進一步確保本人/吾等根據要約之接納轉讓予要約人或其可能指定之該名或該等人士之股份，乃免除所有屬任何性質之留置權、押記、產權負擔、優先購買權及任何其他第三方權利，及連同就此附帶之所有權利，包括悉數收取於提出要約當日(即綜合文件寄發日期)或之後所宣派、派付或作出之股息及其他分派(如有)之權利；
  - 本人/吾等同意追認要約人及/或美建及/或本公司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所作出或進行之任何行動或事宜；
  - 本人/吾等不可撤回地指示及授權要約人及/或美建及/或彼等其中一方可能就此指定之有關人士，各自就本人/吾等接納要約代表本人/吾等填妥及簽署任何文件並採取可能屬必要或合宜之任何其他行動以將本人/吾等就要約項下之接納交回之股份歸屬於要約人或其可能指定的人士，包括但不限於在本接納表格未註明日時註明日；及
  - 本人/吾等同意要約及對要約的所有接納受且將受香港法例規管及據此詮釋，且香港法院將擁有專屬司法管轄權解決就要約可能產生的任何爭議。
2. 本人/吾等明白本人/吾等接納要約，將被視為表示本人/吾等向要約人、美建及本公司聲明及保證，本人/吾等所持有並根據要約將予收購之股份，於出售時乃已繳足，不附帶所有屬任何性質之留置權、股權、質押、押記、產權負擔、優先購買權及任何其他第三方權利，及連同就此附帶之所有權利、利益及配額，包括悉數收取並保留於提出要約當日(即綜合文件寄發日期)或之後所宣派、派付或作出之股息及其他分派(如有)之權利。
3. 倘若根據要約之條款，本人/吾等之接納書無效，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/或就此所需之令人信納之一份或多份彌償保證)，連同已正式註銷之本接納表格一併寄回上述第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，以普通郵遞方式寄回本人或吾等當中名列首位者(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，同時要約人及/或美建任何一位或彼等各自之任何代理已代表閣下向本公司或過戶登記處收取有關股票，則閣下將獲發還有關股票，而非上述過戶收據。

- 本人/吾等謹此附上本人/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/或就此所需任何令人信納之一份或多份彌償保證)，由閣下按照要約之條款及條件予以保存。
- 本人/吾等向要約人、美建及本公司保證及表明，本人/吾等為本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人出售及轉讓本人/吾等所持股份之所有權及擁有權。
- 本人/吾等向要約人、美建及本公司保證，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監管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、轉讓費或其他稅項或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/吾等向要約人、美建及本公司保證，本人/吾等須就支付本人/吾等於本公司股東名冊所示地址所處之司法權區關於本人/吾等接納要約應付之任何轉讓費或其他稅項或徵費或其他所需款項承擔全部責任。
- 本人/吾等確認，除非綜合文件及本接納表格有明文規定，否則藉本表格所規定之一切接納、指示、權力及承諾均為不可撤回及無條件。
- 本人/吾等確認以接納要約之方式售予要約人之本人/吾等之股份將以要約人或其代名人義登記。
- 本人/吾等明白將不會就任何接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之一份或多份彌償保證)獲發收據。本人/吾等亦明白所有文件將以普通郵遞寄出，郵誤風險概由本人/吾等自行承擔。
- 本人/吾等就要約所涉及已接納股份(而其接納並未被有效撤回及並無以要約人之名義或按其指示登記)，向要約人、美建及本公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之繼承人及受讓人)：
  - 本人/吾等授權本公司及/或其代理人將可能須向本人/吾等作為本公司股東寄發之任何通告、通函、保證或其他文件或通訊(包括任何股票及/或將該等股份轉為證書形式而發出之其他所有權文件)，註明收件人為要約人並送交過戶登記處(地址為香港夏慤道16號遠東金融中心17樓)；
  - 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，以縮短本公司任何股東大會之通知期，及/或出席及/或由要約人簽立該等股份相關之委任表格以提名任何人士出席本公司之該等股東大會(或其任何續會)，以及代表本人/吾等行使該等股份所附帶之投票權，而該等投票權將以要約人在收購守則規限下全權酌情釐定之方式作出投票；及
  - 本人/吾等協定，在未經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表，或親身出席股東大會，及在上文所規限下，如本人/吾等以往已就本公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人/吾等謹此明確撤回有關委任。

為免疑慮，香港中央結算有限公司及香港中央結算(代理人)有限公司均不會作出上述任何聲明或保證，亦不受其限制。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Upbest, 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 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.

#### 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 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 the Shareholders;
- 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 and advisers, and the Registrar;
- compiling statistical information and the Shareholders profile;
- establishing benefit entitlements of the Shareholders;
- 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, 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, and/or the Company 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 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 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, the Company and/or any of their agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Upbest and/or the Company 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 their bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Upbest and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Retention of Personal Data

The Offeror and/or Upbest and/or the Company and/or the Registrar will keep the personal data provided in this 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.

#### 5. Access to and correction of personal data

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

**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約人、美建、本公司及過戶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」)之政策及慣例。

#### 1. 收集閣下個人資料的原因

如閣下欲就閣下之股份而接納要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之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要約應得之代價。

#### 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遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義之股份轉讓；
- 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；
- 發佈要約人及/或本公司及/或彼等各自之代理、高級職員及顧問以及過戶登記處之通訊；
- 編製統計資料及股東簡歷；
- 確立股東之獲益權利；
- 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、美建、本公司及/或過戶登記處業務之任何其他用途；及
- 有關上述任何其他臨時或關連用途及/或令要約人及/或美建及/或本公司及/或過戶登記處得以履行其對股東及/或適用法規項下之責任，以及股東可能不時同意或知悉之任何其他用途。

#### 3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及/或美建及/或本公司及/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需之查詢，以確認個人資料之準確性，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、美建、本公司及/或其任何代理、高級職員及顧問、過戶登記處及境外過戶登記總處(如有)；
- 為要約人及/或美建及/或本公司及/或過戶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；
- 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，例如其往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人及/或美建及/或本公司及/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. 個人資料之保留

要約人及/或美建及/或本公司及/或過戶登記處將按收集個人資料之用途需要保留本接納表格內提供之個人資料。無需保留之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

根據該條例之規定，閣下有權確認要約人及/或美建及/或本公司及/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，以及更正任何不正確資料。根據該條例之規定，要約人及/或美建及/或本公司及/或過戶登記處可就獲取任何資料之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之資料之所有要求，須提交要約人、美建、本公司或過戶登記處(視情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。