

None of ASIC, its officers, Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited or Hong Kong Securities Clearing Company Limited take responsibility for the contents of this Form of Acceptance or make representation as to its accuracy or completeness and each expressly disclaims 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.

ASIC、其行政人員、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聲明，以上各方並明確表示，概不會對因本接納表格之全部或任何部分內容而產生或因依賴該等內容而引致的任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the accompanying offer document dated 2 June 2025 (the “Offer Document”) issued by Wah Cheong Development (B.V.I.) Limited as the offeror (the “Offeror”).

除文義另有所規定外，本接納表格所用詞彙與隨附Wah Cheong Development (B.V.I.) Limited (作為要約人) (「要約人」) 刊發日期為2025年6月2日之要約文件 (「要約文件」) 所界定者具有相同涵義。

**FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.**

供 閣下有意接納要約時使用之接納及轉讓表格。



龍資源有限公司  
DRAGON MINING  
LIMITED

DRAGON MINING LIMITED

龍資源有限公司\*

(Incorporated in Western Australia with limited liability ACN 009 450 051)

(於西澳洲註冊成立的有限公司，澳洲公司註冊號碼009 450 051)

(Stock Code: 1712)

(股份代號：1712)

FORM OF ACCEPTANCE AND TRANSFER  
OF ORDINARY SHARE(S) IN THE ISSUED SHARE CAPITAL OF DRAGON MINING LIMITED

龍資源有限公司

已發行股本中之普通股股份之接納及轉讓表格

All parts should be completed except the sections marked “Do not complete”

除註明「請勿填寫本欄」的部分外，每項均須填寫

Receiving Agent: Computershare Hong Kong Investor Services Limited  
Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong  
接收代理：香港中央證券登記有限公司  
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

FOR THE CONSIDERATION stated below, the “Transferor(s)” named below hereby transfer(s) to the “Transferee” named below the ordinary share(s) in the issued share capital of Dragon Mining Limited (the “DML Share(s)”) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Offer Document, and the Transferee hereby agrees to accept and hold the DML Share(s) subject to such terms and conditions.		
按照下列代價，下列「轉讓人」謹此在本表格及要約文件中所載之條款及條件規限下，將以下註明由轉讓人所持有龍資源有限公司已發行股本中之普通股股份 (「龍資源股份」) 轉讓予下列「承讓人」，而承讓人謹此同意在有關條款及條件規限下接納及持有相關龍資源股份。		
Total number of DML Share(s) to be transferred (Note 1) 將予轉讓的龍資源股份總數 (附註1)	FIGURES 數目	WORDS 大寫
DML Share certificate number(s) 龍資源股份股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(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 (Note 2) 代價 (附註2)	HK\$2.60 in cash for each DML Share 每股龍資源股份現金2.60港元	
TRANSFEEE 承讓人	Name 名稱：	Wah Cheong Development (B.V.I.) Limited
	Correspondence Address 通訊地址：	22nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong 香港灣仔告士打道138號聯合麗島大廈22樓
	Occupation 職業：	Corporation 法人團體

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

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

The signing Transferor(s) hereby acknowledge(s) that the signing and submission of this Form of Acceptance do not render the transfer of DML Shares contemplated hereunder becoming effective. The transfer of DML Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below, and registration.

轉讓人謹此確認，簽署及提交本接納表格不會使據此擬進行的龍資源股份轉讓生效。據此擬進行的龍資源股份轉讓須待承讓人於下述轉讓日期簽署及登記後，方可作實。

Do not complete 請勿填寫本欄	
Signed by or for and 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：	For and on behalf of 代表 Wah Cheong Development (B.V.I.) Limited
Signature of witness 見證人簽署	Authorised Signatory(ies) 獲授權簽署人
Name of witness 見證人姓名	
Address of witness 見證人地址	Signature(s) of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署
Occupation of witness 見證人職業	Date of transfer 轉讓日期

Note 1: Insert the total number of DML Shares for which the Offer is accepted. If no number is specified or if the total number specified in the form is greater or smaller than the DML Shares tendered by you as supported by the accompanying DML Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), or an illegible number or character is inserted, your Form of Acceptance will be considered incomplete and will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Receiving Agent by not later than 4:00 p.m. on the Closing Date.

附註1：請填上接納要約之龍資源股份總數。倘並無指定數目或倘本表格內指定之總數超過或少於／或任何就其他所有權文件 (及／或任何就此所需之一份或多份令人信納的彌償保證書) 證明，或填上難以辨識的數目或字樣，則 閣下的接納表格將被視為並未填妥，並會退回 閣下更正及再次提交。任何經更正接納表格必須於不遲於截止日期下午四時正前再行提交並送達接收代理。

Note 2: Subject to the Offer becoming unconditional in all respects, the consideration will be paid to a DML Shareholder who has validly accepted the Offer less seller's ad valorem stamp duty.

附註2：待要約於各方面成為無條件後，向已有效接納要約的龍資源股東支付的代價將扣除賣方從價印花稅。

Statement Under Section 1072H Under section 1072H of the Corporations Act 2001 (Cth), the Transferee stated that upon registration of this transfer, it will hold the DML Share(s) subject to the transfer non beneficially.

第1072H條下的聲明 根據《2001年公司法(Cth)》第1072H條，承讓人聲明在登記本轉讓後，其將以非實益方式持有所轉讓的龍資源股份。

\* 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 otherwise transferred all your DML Share(s), you should at once hand this Form of Acceptance and the accompanying Offer 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).

Morton Securities Limited ("Morton Securities") is making the Offer for and on behalf of the Offeror. The making of the Offer to persons with a registered address in jurisdictions outside Hong Kong and Australia may be prohibited or affected by the laws and regulations of the relevant jurisdictions. Overseas DML Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong and Australia should inform themselves about and observe any applicable legal requirements and, where necessary, seek independent legal advice. If you wish to accept the Offer, it is your sole responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection with the acceptance of the Offer, including obtaining any governmental, exchange control or other consents, or filing and registration requirements which may be required, or the compliance with other necessary formalities or legal requirements, and the payment of any transfer or other taxes or other required payments due in respect of such jurisdiction. Acceptance of the Offer by you will be deemed to constitute a representation and warranty from you to the Offeror and its advisers (including Morton Securities) that you have observed and are permitted under 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 made all registrations and filings in compliance with all necessary formalities and regulatory or 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 should consult your professional advisers if in doubt. The Offeror, the Offeror Concert Parties, Morton Securities, Yu Ming, the Receiving Agent, their respective ultimate beneficial owners, directors, officers, agents and associates and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by such person for any taxes as such person may be required to pay. This Form of Acceptance should be read in conjunction with the accompanying Offer Document.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Offer is conditional. DML Shareholders are advised to read the Offer Document and when necessary, seek professional advice before completing this Form of Acceptance. To accept the Offer made by Morton Securities on behalf of the Offeror to acquire your DML Shares at a price of HK\$2.60 per DML Share, you should complete and sign this Form of Acceptance overleaf and deliver this entire form, together with the relevant DML 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 number of DML Shares in respect of which you intend to accept the Offer, by post or by hand, marked "DML Offer" on the envelope to the Receiving Agent, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, no later than 4:00 p.m. on 1 August 2025, or such later time(s) and/or date(s) as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code. The provisions contained in Appendix I to the Offer Document are incorporated into and form part of this Form of Acceptance.

**Warning: If you are holding the DML Shares on behalf of another person as nominee or otherwise, you should refer to the sections headed "Procedures for Acceptance of the Offer" and "Nominee Registration" in Appendix I to the Offer Document in particular as to the matters which you should consider.**

**FORM OF ACCEPTANCE IN RESPECT OF THE OFFER**

**To: The Offeror and the Morton Securities**

1. Subject to any right to withdraw under the Corporations Act, my/our execution of this Form of Acceptance overleaf (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by Morton Securities for and on behalf of the Offeror, as contained in the Offer Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of DML Shares specified in this Form of Acceptance. I/We understand and acknowledge that, if no number is inserted in the box titled "Total number of DML Shares(s) to be transferred" or a number inserted on this Form of Acceptance is greater or smaller than the DML Shares tendered by me/us as supported by the accompanying DML Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for DML Shares tendered for acceptance of the Offer or an illegible number or character is inserted, my/our Form of Acceptance will be considered to be incomplete and accordingly, my/our acceptance of the Offer will be invalid, and the form will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by the Receiving Agent on or before the latest time for acceptance of the Offer on the Closing Date; my/our irrevocable acceptance that the provisions of this Form of Acceptance and the other terms and conditions in the Offer Document are deemed to be incorporated into the terms and conditions of the Offer;
  - (b) my/our irrevocable instruction and authority to the Offeror and/or Morton Securities or their respective agent(s) to collect from DML or the Registrar on my/our behalf the DML Share certificate(s) in respect of the DML 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 Receiving Agent and to authorise and instruct the Receiving Agent to hold such DML Share certificate(s), subject to the terms and conditions of the Offer, as if it/they was/were delivered to the Receiving Agent together with this Form of Acceptance;
  - (c) my/our irrevocable instruction and authority to the Offeror and/or Morton Securities or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the consideration to which I/we shall have become entitled under the terms 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 DML Shareholders) at the registered address shown in the register of members of DML as soon as possible but in any event not later than seven (7) Business Days after the date of receipt by the Receiving Agent of a complete and valid acceptance of the Offer, or after the date on which the Offer becomes or is declared unconditional in all respects, whichever is the later;  
*(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered DML Shareholder or the first-named of joint registered DML Shareholders.)*
- Name: (in BLOCK LETTERS)** \_\_\_\_\_  
**Address: (in BLOCK LETTERS)** \_\_\_\_\_
- (d) my/our irrevocable instruction and authority to the Offeror and/or Morton Securities 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 the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) or any necessary instrument of transfer or other documents to be made and executed by me/us as the seller(s) of the DML 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 the Form of Acceptance in accordance with the provisions of that Ordinance;
- (e) my/our irrevocable instruction and authority to the Offeror and/or Morton Securities and/or such person or persons as any of them may direct to complete, amend and execute this Form of Acceptance or 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 and/or such person or persons as it may direct my/our DML Share(s) tendered for acceptance of the Offer;
- (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 DML Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from any mortgage, charge, pledge, lien, equities, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement, rights of pre-emption and any other third party rights of any nature or any agreement for any of the same and together with all rights attaching to them as at the Closing Date or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the Closing Date; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Morton Securities and/or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
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 and Morton Securities that (i) the DML Shares held by me/us to be acquired under the Offer are sold free from any mortgage, charge, pledge, lien, equities, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement, rights of pre-emption and any other third party rights of any nature or any agreement for any of the same and together with all rights attaching to them as at the Closing Date or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, their beneficial owner and parties acting in concert with any of them, Morton Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
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 DML 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 DML Shareholders) at the registered address shown in the register of members of DML.  
*Note: If I/we submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant DML Share certificate(s) is/are collected by any of the Offeror and/or Morton Securities or any of their agent(s) from DML or the Registrar on my/our behalf, I/we shall be returned such DML Share certificate(s) in lieu of the transfer receipt(s).*
4. I/We enclose the relevant DML 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 DML 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 and the Morton Securities that I am/we are the registered DML Shareholder(s) of the number of DML Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our DML Shares to the Offeror or its nominee by way of acceptance of the Offer.
6. I/We warrant and represent to the Offeror and its advisers (including the Morton Securities) that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of DML to accept 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 and 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 I/we have not taken or omitted to take any action which will or may result in the Offeror and its advisers (including the Morton Securities), or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror and Morton Securities that I/we shall be fully responsible for payment of any transfer or other taxes and duties in respect of the jurisdiction where my/our address is located as set out in the register of members of DML in connection with my/our acceptance of the Offer.
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.
9. I/We acknowledge that my/our DML Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror.
10. I/We understand that no acknowledgement of receipt of any Form of Acceptance, DML 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 and Morton Securities (so as to bind my/our successors and assignees) that, subject to the Offer having become or been declared unconditional in all respects, in respect of the DML 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 irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of DML on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such DML 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 DML Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
  - (b) 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 in person 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 DML, I/we hereby expressly revoke such appointment.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格任何部分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。

閣下如已將名下之龍資源股份全部售出或以其他方式轉讓，應立即將本接納表格及隨附之要約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、註冊證券機構或其他代理商，以便轉交買方或承讓人。

萬基證券有限公司（「萬基證券」）茲代表要約人提出要約。向登記地址位於香港及澳洲境外司法權區之人士提出要約或會受到相關司法權區法律及法規所禁止或影響。倘海外龍資源股東為香港及澳洲境外司法權區之公民或居民或國民，則應自行了解及遵守任何適用法律規定，並於有需要時尋求獨立法律意見。 閣下如欲接納要約，則須全權負責自行確保就接納要約全面遵守有關司法權區之法例及規例，包括取得任何可能必要的政府、外匯管制或其他同意、或備案及登記規定，或辦妥其他必要的正式手續，或遵守法律規定，以及繳納該司法權區應付的任何過戶或其他稅項或其他所需款項。 閣下接納要約將被視為構成 閣下向要約人及其顧問（包括萬基證券）所作之聲明及保證，表示 閣下已遵守所有適用法例及規例以及根據所有適用法例及規例獲准接收及接納要約（及其任何修訂），而 閣下已根據一切必要正式手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意以及辦理一切登記及備案手續，並已就有關接納支付 閣下於任何司法權區應付之所有發行費、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例及規例屬有效及具約束力。 閣下如有疑問，應諮詢 閣下之專業顧問。要約人、要約人一致行動人士、萬基證券、萬銘、接收代理、彼等各自之最終實益擁有者、董事、高級職員、代理及聯繫人及任何其他參與要約之人士均有權就有關人士可能需要支付之任何稅項獲有關人士提供全額彌償保證並確保不致遭受損害。本接納表格應與隨附之要約文件一併閱讀。

#### 本接納表格之填寫方法

要約附帶條件。龍資源股東於填寫本接納表格前務請閱覽要約文件及於有需要時尋求專業意見。為接納萬基證券代表要約人就按每股龍資源股份2.60港元之價格收購 閣下之龍資源股份所提出之要約， 閣下應填妥及簽署本接納表格背頁，並將整份表格連同 閣下欲接納要約所涉及之龍資源股份數目之相關龍資源股票及／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可信納之一份或多份彌償保證書），**不遲於2025年8月1日下午四時正（或要約人按照收購則並經執行人員同意後可能決定及公佈之有關較後時間及／或日期）**郵寄或由專人送達**接收代理香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖（信封面註明「龍資源要約」）**。要約文件附錄一所載之條文納入本接納表格並構成其中部分。

**注意事項：如 閣下以代名人或其他身份代表另一位人士持有龍資源股份，敬請閱覽要約文件附錄一「接納要約之程序」及「代理人登記」各節，尤其關於 閣下應加以考慮的該等事項。**

#### 有關要約之接納表格

##### 致：要約人及萬基證券

1. 在公司法訂明的任何退出權利的規限下，本人／吾等一經簽立本接納表格之背頁（不論該表格是否已註明日期），本人／吾等之承繼人及受讓人將受此約束，並將構成：

- 本人／吾等不可撤回地就本接納表格上所註明之龍資源股份數目，按照及根據要約文件及本接納表格所述之代價及受其條款及條件所規限，接納要約文件所載由萬基證券代表要約人提出之要約。本人／吾等明白及知悉，倘並無於「將予轉讓的龍資源股份總數」一欄填上數目，或於本接納表格填上之數目大於或少於本人／吾等就接納要約所提交之龍資源股份（以隨附的龍資源股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需之一份或多份令人信納的彌償保證書）證明），或填上難以辨識的數目或字樣，則本人／吾等之接納表格將被視為並未填妥，因此，本人／吾等之要約接納將會無效，且表格將退回予本人／吾等進行修改及重新遞交。任何經更正之表格必須於截止日期接納要約之最後時間或之前重新提交並送達接收代理；本人／吾等不可撤回地接受，本接納表格的條文以及要約文件中的其他條款及條件被視為已納入要約的條款及條件；
- 本人／吾等不可撤回地指示及授權要約人及／或萬基證券或彼等各自之代理，代表本人／吾等向接收代理交付隨附經本人／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可信納之一份或多份彌償保證書），憑此向龍資源或過戶登記處領取本人／吾等就龍資源股份應獲發之龍資源股票，並將有關龍資源股票送交接收代理，以及授權及指示接收代理按照要約之條款及條件持有該等龍資源股票，猶如該等股票已連同本接納表格一併交回接收代理；
- 本人／吾等不可撤回地指示及授權要約人及／或萬基證券或彼等各自之代理，就本人／吾等根據要約條款應得之代價，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，然後盡早惟無論如何不遲於接收代理接獲完整及有效的要約接納之日或要約於各方面成為或宣佈成為無條件當日（以較後者為準）後七(7)個營業日內，按以下地址以普通郵遞方式寄予以下人士，或倘並無於下欄填上姓名及地址，則按龍資源股東名冊所示登記地址寄予本人或吾等當中名列首位者（如屬聯名登記龍資源股東），郵誤風險概由本人／吾等承擔；  
(附註：倘收取支票之人士並非登記龍資源股東或名列首位之聯名登記龍資源股東，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／或萬基證券及／或彼等任何一方可能就此指定之人士，代表本人／吾等製備及簽立香港法例第117章印花稅條例規定本人／吾等作為根據要約出售龍資源股份之賣方須製備及簽立之成交單據或本人／吾等作為根據要約出售龍資源股份之賣方須作出及簽署的任何必要轉讓文書或其他文件，並按照該條例之條文安排該單據加蓋印花及安排在接納表格背書證明；
  - 本人／吾等不可撤回地指示及授權要約人及／或萬基證券及／或彼等任何一方可能指定之人士，代表本人／吾等填妥、修訂及簽立本接納表格或任何有關本人／吾等接納要約之文件，並作出任何其他可能屬必要或權宜之行為，以將本人／吾等交回以接納要約之龍資源股份轉歸要約人及／或其可能指定之人士所有；
  - 本人／吾等承諾於可能屬必要或合宜時簽立有關其他文件及作出有關行為及事項，以進一步確保本人／吾等根據接納要約呈交之龍資源股份轉讓予要約人或其可能指定之人士，而該等龍資源股份已繳足股款且不附帶任何按揭、押記、質押、留置權、衡平權、押貨預支或其他產權負擔、優先權或抵押權益、遞延採購、所有權保留、租賃、售後回購或售後租回安排、優先購買權及任何性質的任何其他第三方權利或就任何以上各項所訂立的任何協議，並連同其於截止日期當日或之後所附帶之一切權利，包括悉數收取所有股息及其他分派（如有）之權利，前提是記錄日期為截止日期當日或之後日期；及
  - 本人／吾等同意追認要約人及／或萬基證券及／或彼等各自之代理或彼等任何一方可能指定之人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜。
2. 本人／吾等明白本人／吾等接納要約，將被視為構成本人／吾等向要約人及萬基證券聲明及保證，(i)本人／吾等所持將根據要約被收購之龍資源股份，於出售時概不附帶任何按揭、押記、質押、留置權、衡平權、押貨預支或其他產權負擔、優先權或抵押權益、遞延採購、所有權保留、租賃、售後回購或售後租回安排、優先購買權及任何性質的任何其他第三方權利或就任何以上各項所訂立的任何協議，並連同其於截止日期當日或之後所附帶之一切權利，包括悉數收取所有股息及其他分派（如有）之權利，前提是記錄日期為截止日期當日或之後日期；及(ii)本人／吾等並無採取或遺漏任何行動而將會或可能致使要約人、彼等之實益擁有人及與彼等任何一方一致行動之人士、萬基證券或任何其他人士違反任何地區與要約或本人／吾等接納要約有關之法律或監管規定，且本人／吾等根據所有適用法例及規例獲准接收及接納要約及其任何修訂，而按照所有適用法例及規例，該接納乃屬有效及具有約束力。
3. 倘本人／吾等之接納按照要約條款屬無效，則上文第1段所載之所有指示、授權及承諾將告終止。在此情況下，本人／吾等授權並懇請 閣下將本人／吾等之龍資源股票及／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可信納之一份或多份彌償保證書）連同已正式註銷之本接納表格以普通郵遞方式一併寄予上文第1(c)段所列之人士及地址，或如未有列明姓名及地址，則按龍資源股東名冊所示登記地址寄予本人或吾等當中名列首位者（如為聯名登記龍資源股東），郵誤風險概由本人／吾等承擔。

**附註：倘本人／吾等於接納要約時提交過戶收據，而要約人及／或萬基證券或彼等之任何代理在此期間代表本人／吾等從龍資源或過戶登記處領取有關龍資源股票，則發還予本人／吾等者將為該(等)龍資源股票而非過戶收據。**

- 本人／吾等附上本人／吾等持有之全部／部分龍資源股份之相關龍資源股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需並令人可信納之一份或多份彌償保證書），將由 閣下按要約之條款及條件持有。
- 本人／吾等向要約人及萬基證券保證及聲明，本人／吾等為本接納表格所列龍資源股份數目之登記龍資源股東，而本人／吾等有十足權利、權力及授權以接納要約之方式；向要約人或其代名人出售及移交本人／吾等龍資源股份之所有權及擁有權。
- 本人／吾等向要約人及其顧問（包括萬基證券）保證及聲明，本人／吾等已遵守本人／吾等位於龍資源股東名冊上所載地址的所有適用法例及規例，以及根據所有適用法例及規例獲准接納要約及其任何修訂；而本人／吾等已取得一切所需政府、外匯管制或其他方面之同意，以及遵守所有必要正式手續及監管或法律規定辦理一切登記或備案手續；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；且本人／吾等並無採取或不採取任何行動而將引致或可能引致要約人及其顧問（包括萬基證券）、或任何其他人士違反任何司法權區與要約或其本人／吾等接納有關之法律或監管規定，而有關接納將根據一切適用法例及規例屬有效及具約束力。
- 本人／吾等向要約人及萬基證券保證，本人／吾等將就支付在龍資源股東名冊所示本人／吾等地址所在司法權區關於本人／吾等接納要約方面之任何轉讓或其他稅項及徵稅全責。
- 本人／吾等知悉，除要約文件及本接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回。
- 本人／吾等知悉，本人／吾等以接納要約之方式售予要約人之龍資源股份將以要約人之名義登記。
- 本人／吾等明白，任何接納表格、龍資源股票及／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可信納之一份或多份彌償保證書）概不獲發確回收據。本人／吾等亦明白所有文件將以普通郵遞方式寄出，郵誤風險概由本人／吾等自行承擔。
- 本人／吾等就根據要約已獲接納，而其接納並未被有效撤回及並非以要約人之名義或按其指示登記之龍資源股份，待要約於各方面成為或宣佈成為無條件，向要約人及萬基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）：
  - 不可撤回地授權要約人或其代理代表本人／吾等簽署任何同意書，同意縮短龍資源任何股東大會通知期，及／或出席及／或簽立有關該等龍資源股份之代表委任表格以委任要約人提名之任何人士出席相關股東大會（或其任何續會），以及代表本人／吾等行使該等龍資源股份所附帶之投票權，而該等投票將以要約人全權酌情釐定之方式作出；及
  - 本人／吾等協定，在未經要約人之同意下不會行使任何有關權利，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，以及在上文規限下，如本人／吾等以往已就龍資源股東大會委任代表（而該代表並非要約人或其代名人或獲委任人士）出席有關大會或作出投票，則本人／吾等謹此明示撤回有關委任。



## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Morton Securities and the Receiving Agent 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 DML 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 under the Offer. It is important that you should inform the Offeror and/or Morton Securities and/or the Receiving Agent immediately of any inaccuracies in the data supplied.

#### 2. Purpose

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 the Acceptance and the Offer Document;
- registering transfers of the DML Share(s) out of your name(s);
- maintaining or updating the relevant register of members of DML;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing notices and communications from the Offeror, Morton Securities, DML, the Registrar, the Receiving Agent and/or their respective agents, officers and advisers;
- compiling statistical information and DML Shareholder profiles;
- establishing benefit entitlements of the DML Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise), including to the Stock Exchange, the SFC or any applicable regulatory or governmental bodies, or otherwise to comply with any legal obligation to which any of the Offeror, Morton Securities and/or the Receiving Agent (as the case may be) is subject;
- any other purpose in connection with the business of the Offeror, Morton Securities, DML and/or the Receiving Agent; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Morton Securities and/or the Receiving Agent to discharge their obligations to the DML Shareholders and/or regulators and other purpose to which the DML 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 and/or Morton Securities and/or DML 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, Morton Securities, DML, the Receiving Agent and/or any of their respective agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Morton Securities and/or DML and/or the Receiving Agent and/or their respective agents, officers and advisers, in connection with the operation of their businesses;
- the Stock Exchange, the SFC and any applicable regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror and/or Morton Securities and/or DML and/or the Receiving Agent and/or their respective agents, officers and advisers consider(s) to be necessary or desirable in the circumstances.

#### 4. Retention of personal data

The Offeror, Morton Securities and the Receiving Agent will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

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

The Ordinance provides you with rights to ascertain whether the Offeror and/or Morton Securities and/or DML and/or the Receiving Agent and/or their respective agents, officers and advisers hold(s) 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 Morton Securities and/or DML and/or the Receiving Agent and/or their respective agents, officers and advisers 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, Morton Securities, DML and/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

### 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、萬基證券及接收代理對個人資料之政策及慣例以及香港法例第486章個人資料(私隱)條例(「條例」)。

#### 1. 收集閣下個人資料之原因

為就閣下之龍資源股份接納要約，閣下須提供所需個人資料，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。這亦可能妨礙或延遲寄發閣下根據要約應得之代價。如所提供之資料有任何不準確，閣下須即時知會要約人及／或萬基證券及／或接收代理。

#### 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：

- 處理閣下之接納及核實或遵循本接納表格及要約文件載列之條款及申請手續；
- 登記以閣下名義之龍資源股份轉讓；
- 保存或更新有關龍資源之股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 自要約人、萬基證券、龍資源、過戶登記處、接收代理及／或彼等各自之代理、高級職員及顧問發佈通知及通訊；
- 編製統計資料及龍資源股東資料；
- 確立龍資源股東之獲益權利；
- 披露有關資料以方便進行權利申索；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露，包括向聯交所、證監會或任何適用監管或政府機構披露，或另行遵守要約人、萬基證券及／或接收代理(視情況而定)須遵守的任何法律義務；
- 有關要約人、萬基證券、龍資源及／或接收代理業務之任何其他用途；及
- 有關上文任何其他附帶或關連用途及／或令要約人、萬基證券及／或接收代理得以履行彼等對龍資源股東及／或監管機構之責任及龍資源股東可能不時同意或獲悉之其他用途。

#### 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／或萬基證券及／或龍資源及／或接收代理為達致上述或有關任何上述用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、萬基證券、龍資源、接收代理及／或彼等各自之任何代理、高級職員及顧問；
- 為要約人及／或萬基證券及／或龍資源及／或接收代理及／或彼等各自之代理、高級職員及顧問之業務經營而向彼等提供行政、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；
- 聯交所、證監會及任何適用監管或政府機構；
- 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
- 要約人及／或萬基證券及／或龍資源及／或接收代理及／或彼等各自之代理、高級職員及顧問於有關情況下認為必需或適當之任何其他人士或機構。

#### 4. 保留個人資料

要約人、萬基證券及接收代理將按收集個人資料所需用途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. 存取及更正個人資料

條例規定，閣下有權確認要約人及／或萬基證券及／或龍資源及／或接收代理及／或彼等各自之代理、高級職員及顧問是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據條例，要約人及／或萬基證券及／或龍資源及／或接收代理及／或彼等各自之代理、高級職員及顧問有權就處理任何資料之存取請求收取合理手續費。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別之資料之所有請求，須提交予要約人、萬基證券、龍資源及／或接收代理(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。