

閣下如欲接納股份要約，請使用本白色股份要約接納表格。

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* 僅供識別

THIS WHITE FORM OF SHARE OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this WHITE Form of Share Offer 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 **WHITE** Form of Share Offer 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).

Get Nice Securities Limited (“**Get Nice**”) is making the Share Offer for and on behalf of the Offeror. The making of the Share Offer to the Shareholders having registered addresses outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Shareholder, you should observe all applicable legal and regulatory requirements and, when necessary, seek legal advice. If you wish to accept the Share 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 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 regulatory and legal 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 Share Offer. The Offeror, the parties acting in concert with the Offeror, the Company, Get Nice, the Registrar or any of their respective beneficial owners, directors, officers, agents, advisers, associates or any other person involved in the Share 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 Share Offer by you will constitute a warranty by you to the Offeror, Get Nice and the Company that you have observed and complied with all applicable laws and regulations to receive and accept the Share 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 territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This **WHITE** Form of Share Offer Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS WHITE FORM OF SHARE OFFER ACCEPTANCE

The Share Offer is unconditional. Shareholders are advised to read the Composite Document before completing this **WHITE** Form of Share Offer Acceptance. To accept the Share Offer made by Get Nice for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.068 per Share, you should complete and sign this **WHITE** Form of Share Offer 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 number of Share(s) in respect of which you intend to accept the Share Offer, by post or by hand marked “**PINE Technology Holdings Limited – Share Offer**” on the envelope, to the Registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre 16 Harcourt Road, Hong Kong, no later than 4:00 p.m. on Tuesday, 16 September 2025 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions of Appendix I to the Composite Document are incorporated into and form part of this **WHITE** Form of Share Offer Acceptance.

WHITE FORM OF SHARE OFFER ACCEPTANCE IN RESPECT OF THE SHARE OFFER

To: The Offeror, Get Nice

1. My/Our execution of this **WHITE** Form of Share Offer Acceptance shall be binding on my/our successors and assignees, and shall constitute:
- (a) my/our irrevocable acceptance of the Share Offer made by Get Nice 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 **WHITE** Form of Share Offer Acceptance;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice 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 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 Share Offer, as if it/they was/were delivered to the Registrar together with this **WHITE** Form of Share Offer Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice 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 Share Offer (less seller’s ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share 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 by the Registrar of the duly completed **WHITE** Form of Share Offer Acceptance together with all relevant documents required to render such acceptance under the Share Offer complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code;
- (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 Get Nice and/or Registrar 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 Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this **WHITE** Form of Share Offer 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 Share 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 right to receive in full all dividends and other distributions, if any, declared, paid or made on or after the date of the Composite Document;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Get Nice 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 Get Nice and/or Registrar and/or such person or persons as any of them may direct to complete, amend and execute the **WHITE** Form of Share Offer Acceptance or any document on my/our behalf in connection with my/our acceptance of the Share 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 Share Offer; and
 - (h) my/our agreement that the Share Offer is, and all acceptances of the Share 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 Share Offer.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, Get Nice and the Company that the Shares held by me/us to be acquired under the Share Offer are 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 attaching thereto including, the right to receive in full all dividends and other distributions, if any, declared, paid or made on or after the date of the Composite Document.
3. In the event that my/our acceptance is not valid, in accordance with the terms of the Share 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 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 Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or Get Nice 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 Share Offer.
5. I/We warrant and represent to the Offeror, Get Nice and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this **WHITE** Form of Share Offer Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant to the Offeror, Get Nice and the Company that I/we have observed and 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 Share 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, Get Nice 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 Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this **WHITE** Form of Share Offer 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 Share 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 **WHITE** Form of Share Offer 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, Get Nice and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted under the Share 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; 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.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Get Nice, 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 Share Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled to under the Share Offer.

2. Purposes

The personal data which you provide on this **WHITE** Form of Share Offer 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 **WHITE** Form of Share Offer Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of the members of the Company;
- 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, Get Nice, 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 Get Nice 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 **WHITE** Form of Share Offer Acceptance will be kept confidential but the Offeror and/or Get Nice 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, Get Nice, the Company and/or any of their agents, officers and advisers, the Registrar and overseas 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 Get Nice 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 Get Nice 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 Get Nice and/or the Company and/or the Registrar 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 to and correction of personal data

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

BY SIGNING THIS WHITE FORM OF SHARE OFFER 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、結好、本公司及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」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下欲就閣下的股份而接納股份要約，則閣下須提供所需的個人資料。若未能提供所需資料，可能會導致閣下的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股份要約應得的代價。

2. 用途

閣下於本白色股份要約接納表格提供的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：

- 處理閣下的接納申請及核實遵循本白色股份要約接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的股份轉讓；
- 保存或更新本公司有關股東名冊；
- 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／或彼等各自的代理、高級職員及顧問以及登記處的通訊；
- 編製統計資料及股東簡歷；
- 確立股東的獲益權利；
- 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、結好、本公司及／或登記處的任何其他業務用途；及
- 有關上述任何其他臨時或關連用途及／或令要約人及／或結好及／或本公司及／或登記處得以履行其對股東及／或於適用法規項下的責任，以及股東可能不時同意或知悉的任何其他用途。

3. 轉交個人資料

本白色股份要約接納表格提供的個人資料將會保密，惟要約人及／或結好及／或本公司及／或登記處在所需情況下為達致上述目的或其中任何目的，可能作出彼等認為必需的查詢以確認個人資料的準確性，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、結好、本公司及／或其任何代理、高級職員及顧問、登記處及海外過戶登記處(如有)；
- 為要約人及／或結好及／或本公司及／或登記處就其業務經營提供行政、電訊、電腦、付款或其他服務的任何代理商、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，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／或結好及／或本公司及／或登記處於有關情況下認為必需或適當的任何其他人士或機構。

4. 個人資料的保留

要約人及／或結好及／或本公司及／或登記處將按收集個人資料的用途需要保留本表格內提供的個人資料。無需保留的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

根據該條例的規定，閣下有權確認要約人及／或結好及／或本公司及／或登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例，要約人及／或結好及／或本公司及／或登記處可就處理獲取任何資料的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的資料等所有要求，須提交要約人、結好、本公司或登記處(視情況而定)。

閣下一經簽署本白色股份要約接納表格即表示同意上述所有條款。