

Unless the context otherwise requires, terms used in this **WHITE** Form of Share Offer Acceptance shall bear the same meanings as those defined in the composite document dated 3 February 2026 (the “**Composite Document**”) jointly issued by Hill Valley Investment Co Ltd and Grace Wine Holdings Limited.
除文義另有所指外，本**白色**股份要約接納表格所用詞彙與Hill Valley Investment Co Ltd與怡園酒業控股有限公司所聯合刊發日期為二零二六年二月三日的綜合文件(「**綜合文件**」)所界定者具有相同涵義。
WHITE FORM OF SHARE OFFER ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.
閣下如欲接納股份要約，請使用**白色**股份要約接納及過戶表格。
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 **WHITE** Form of Share Offer 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 **WHITE** Form of Share Offer 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**白色**股份要約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，概不就因本**白色**股份要約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。



Grace Wine Holdings Limited
怡園酒業控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 8146)

(股份代號：8146)

WHITE FORM OF SHARE OFFER ACCEPTANCE
白色股份要約接納表格

All parts should be completed (except the sections marked “Do not complete”)
每項均須填妥(除註明「請勿填寫本欄」的部分外)

Hong Kong branch share registrar and transfer office: Tricor Investor Services Limited
17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong
香港股份過戶登記分處：卓佳證券登記有限公司
香港夏慤道16號遠東金融中心17樓
FOR THE CONSIDERATION stated below, the “Transferor” 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 Composite Document.
根據本表格及綜合文件載列之條款及條件，下列「轉讓人」現按下列代價，將以下註明由其持有之股份轉讓予下列「承讓人」。

Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或用正楷填寫)	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 代價	HK\$0.12491 in cash for each Share 每股股份現金0.12491港元	
TRANFEEE 承讓人	Name: 公司名稱：	Hill Valley Investment Co Ltd Hill Valley Investment Co Ltd
	Registered address: 登記地址：	Sea Meadow House, PO. Box 116, Road Town, Tortola, British Virgin Islands Sea Meadow House, PO. Box 116, Road Town, Tortola, British Virgin Islands
	Occupation: 職業：	Corporation 法團
SIGNED by the parties to this transfer, this _____ day of _____, 2026 由轉讓雙方於二零二六年 _____ 月 _____ 日簽署		

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)/company chop,
if applicable or its duly authorised agent(s)
轉讓人簽署／公司印鑑(如適用)
或其正式授權代理人簽署

← ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
均需於本欄簽署

The signing Shareholder(s) hereby acknowledge(s) that the signing and submission of this **WHITE** Form of Share Offer 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.
署名股東謹此確認由署名股東簽署及呈交本**白色**股份要約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 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 Hill Valley Investment Co Ltd
Signature of witness 見證人簽署	
Name of Witness 見證人姓名	
Address of Witness 見證人地址	Authorised signature(s) 授權簽署
Occupation of Witness 見證人職業	Signature(s) of Transferee or its duly authorised agent(s): 承讓人或其正式授權代理人簽署：
Date of transfer 轉讓日期	

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is specified or if the total number of Shares specified in this **WHITE** Form of Share Offer Acceptance is greater than the number of Shares held by you or greater or smaller than that represented by the certificate for Shares tendered for acceptance of the Share Offer and you have signed this **WHITE** Form of Share Offer Acceptance, your **WHITE** Form of Share Offer Acceptance in respect of the Share Offer will be considered to be incomplete and accordingly, your acceptance of the Share Offer will be invalid. This **WHITE** Form of Share Offer Acceptance will be returned to you for correction and re-submission. Any corrected **WHITE** Form of Share Offer Acceptance must be re-submitted and received by the Registrar on or before the latest time of acceptance of the Share Offer in order for it to be counted towards fulfilling the acceptance condition.
附註：請填上接納股份要約之股份總數。倘並無指定數目或倘於本**白色**股份要約接納表格所列明之股份總數大於閣下所持有的股份數目或大於或少於就接納股份要約提呈股票所顯示的股份數目，而閣下已簽署本**白色**股份要約接納表格，則閣下有關股份要約之**白色**股份要約接納表格將被視為不完整，而閣下有關股份要約之接納將因此為無效。本**白色**股份要約接納表格將退回予閣下進行修改及重新遞交。任何經更正的**白色**股份要約接納表格必須於接納股份要約的最後時限或之前重新提交且由過戶登記處收訖，否則不可當作已履行接納條件。

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

If you are in 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) in Grace Wine Holdings Limited, you should at once hand this **WHITE** Form of Share Offer Acceptance and the Composite Document to the purchaser(s) or transferee(s) or to the bank, the 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 making of the Share Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Share Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Share Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, the Other Purchasers and/or parties acting in concert with any of them, the Company, Somerley Capital, Eddid Capital, Registrar and (as the case may be) their respective ultimate beneficial owners, directors, officers, agents, advisers or associates or any other person involved in the Offers shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Share Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Share Offer, and any revision thereof, and 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 Share Offer.

HOW TO COMPLETE THIS FORM

The Share Offer is unconditional in all respects and is not subject to any minimum level of acceptance. Shareholders are advised to read this **WHITE** Form of Share Offer Acceptance in conjunction with the Composite Document before completing this **WHITE** Form of Share Offer Acceptance. To accept the Share Offer made by **Somerley Capital and Eddid Capital on behalf of the Offeror to acquire your Shares at a cash price HK\$0.12491 per Share**, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Share Offer, by post or by hand, marked **"Grace Wine Holdings Limited – Share Offer"** on the envelope, to **Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible, but in any event not later than 4:00 p.m. (Hong Kong time) on Tuesday, 24 February 2026 or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.**

Warning: If you are holding the Offer Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "1. PROCEDURES FOR ACCEPTANCE OF THE SHARE OFFER" in Appendix I to the Composite Document in particular as to the matters which you should consider.

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

To: The Offeror, Somerley Capital Limited and Eddid Capital Limited

1. My/Our execution of this **WHITE** Form of Share Offer Acceptance overleaf (which shall be dated and duly completed pursuant to Appendix I to the Composite Document) shall be binding on my/our successors and assignees, and shall constitute:

- (a) my/our irrevocable acceptance of the Share Offer made by Somerley Capital and Eddid Capital 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. If no number is inserted in the box titled "Number of Share(s) to be transferred" or a number of Share(s) inserted in this **WHITE** Form of Share Offer Acceptance is greater than the number of Share(s) held by me/us or greater or smaller than that represented by the certificate for Shares tendered for acceptance of the Share Offer and I/we have signed this **WHITE** Form of Share Offer Acceptance, this **WHITE** Form of Share Offer Acceptance will be returned to me/us for correction and re-submission. Any corrected form must be re-submitted and received by the Registrar on or before the latest time of acceptance of the Share Offer. I/we understand that, if the number of Share(s) shown in the share certificate is not wholly accepted by me/us, I/we shall apply to the Registrar for new share certificate representing such number of shares to be accepted and shown in this **WHITE** Form of Share Offer Acceptance;
- (b) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley Capital and/or Eddid Capital and/or any of their respective agent(s) to collect from the Company or the Registrar 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 (if any) (and/or any 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 Share Offer, as if it was/they were Share Certificate(s) 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 Somerley Capital and/or Eddid Capital and/or any of 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 own 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 as soon as possible but in any event no later than seven Business Days after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Share Offer complete and 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 Somerley Capital and/or Eddid Capital and/or the Registrar 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 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 Ordinance;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley Capital and/or Eddid Capital and/or the Registrar and/or such person or persons as any of them may direct to complete, amend and execute this **WHITE** Form of Share Offer Acceptance or any documents 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;
 - (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 Share Offer to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date on which the Share Offer is made, including, without limitation, the right to receive all future dividends and other distributions declared, paid or made, if any, on or after the Completion Date, in respect of the Share(s) tendered for acceptance under the Share Offer;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Somerley Capital and/or Eddid Capital and/or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein; and
 - (h) my/our agreement that the Share Offer is, and all acceptance 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 the 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, Somerley Capital and Eddid Capital that (i) the Shares held by me/us to be acquired under the Share Offer are sold free and clear of any lien and together with all rights attaching to them, including all rights to any dividend or other distribution declared, made or paid on or after the Completion Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner and parties acting in concert with any of them, the Company, Somerley Capital, Eddid Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or his/her acceptance thereof, and is permitted under all applicable laws and regulations to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. I/We hereby warrant and represent to the Offeror, Somerley Capital, Eddid Capital and the Company that I/we am/are the registered holder(s) of the Share(s) 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 Share(s) to the Offeror by way of acceptance of the Share Offer.
4. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you or any one of 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 any 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: When you 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 Somerley Capital and/or Eddid Capital and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Share Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).*
5. I/We hereby warrant and represent to the Offeror, Somerley Capital, Eddid Capital and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/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.
6. I/We hereby warrant and represent to the Offeror, Somerley Capital, Eddid Capital and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable 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.
7. I/We understand that no acknowledgement of receipt of this **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.
8. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Somerley Capital, Eddid Capital and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been 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 of 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.
10. I/We acknowledge that, save as expressly provided in the Composite Document and this **WHITE** Form of Share Offer Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

本白色股份要約接納表格乃重要文件，請即處理。

閣下如對本白色股份要約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。

閣下如已將名下之怡園酒業控股有限公司股份全部售出或轉讓，應立即將本白色股份要約接納表格及綜合文件送交買方或承讓人或經手買賣或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理商，以便轉交予買方或承讓人。

向海外股東提出股份要約或會受有關司法權區之法例所禁止或影響。倘 閣下為海外股東，則應自行就有關股份要約於相關司法權區之影響徵詢適當之法律意見，或了解及遵守任何適用法例或監管規定。 閣下如欲接納股份要約，則有責任自行確保就此全面遵守所有有關司法權區之法例及法規，包括但不限於取得可能所需之任何政府、外匯管制或其他方面之同意及任何登記或存檔，以及遵守所有必要之正式手續、監管及／或法例規定。 閣下亦須全面負責支付 閣下就相關司法權區應付之任何轉讓費或其他稅項及徵費。要約人、其他買方及／或與彼等任何一方一致行動的人士、本公司、新百利融資、艾德資本、過戶登記處及（視情況而定）彼等各自之最終實益擁有人、董事、高級職員、代理人、顧問或聯繫人或涉及該等要約之任何其他人士均有權就 閣下可能須付之任何稅項獲 閣下全面彌償及毋須就此承擔任何責任。 閣下接納股份要約將被視為構成 閣下保證，表示 閣下根據一切適用法例及法規獲准收到及接納股份要約及其任何修訂，而該接納將根據一切適用法例及法規屬有效及具約束力。 閣下決定是否接納股份要約時，應諮詢專業意見。

本表格填寫方法

股份要約在所有方面為無條件，且不受任何最低接納水平所規限。股東務請先一併閱讀本白色股份要約接納表格及綜合文件後始填寫本白色股份要約接納表格。 閣下如欲接納新百利融資及艾德資本代表要約人以現金每股股份0.12491港元之價格收購 閣下所持股份提出之股份要約，應填妥及簽署本表格之背頁，然後將本表格並連同不少於 閣下有意接納股份要約所涉及之股份數目之相關股票（「股票」）及／或過戶收據及／或任何其他所有權文件（及就此所需令人信納的任何一份或多份彌償保證）儘早以郵遞或以專人送交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「怡園酒業控股有限公司－股份要約」，惟無論如何須於二零二六年二月二十四日（星期二）香港時間下午四時正（或要約人根據收購守則可能釐定並公布之較後日期及／或時間）前送抵。

警告：倘 閣下以代名人或其他身份代表其他人士持有要約股份， 閣下應細閱綜合文件附錄一「1.接納股份要約的一般程序」一節，尤其是 閣下應考慮之事項。

有關股份要約之白色股份要約接納表格

致：要約人、新百利融資有限公司及艾德資本有限公司

1. 本人／吾等簽立本白色股份要約接納表格之背頁（表格須根據綜合文件附錄一註明日期及填妥），本人／吾等之繼承人及受讓人將受此約束，並構成：
- (a) 本人／吾等就按綜合文件及本表格所載代價及條款與條件，就本白色股份要約接納表格所列明之股份數目，不可撤回地接納綜合文件所載由新百利融資及艾德資本代表要約人提出之股份要約。倘並無於本白色股份要約接納表格中「將予轉讓之股份數目」一欄上填上有關股份數目或填上的股份數目大於本人／吾等所持有的股份數目或大於或少於就接納股份要約提呈股票所顯示的股份數目，而本人／吾等已簽署本白色股份要約接納表格，則本白色股份要約接納表格將退還予本人／吾等以作更正及重新提交。任何已更正表格將須於接納股份要約的最終時限或之前重新提交且由過戶登記處收訖。本人／吾等明白，倘股票所示之股份數目並非由本人／吾等悉數接納，則本人／吾等應向過戶登記處申請新股票，以代表將予接納並於本白色股份要約接納表格上列示的有關股份數目；
- (b) 本人／吾等不可撤回地分別指示並授權要約人及／或新百利融資及／或艾德資本及／或彼等各自之任何代理人，代表本人／吾等從 貴公司或過戶登記處領取將根據本人／吾等已正式簽署且呈交之隨附過戶收據及／或其他所有權文件（如有）（及／或就此所需令人信納的任何一份或多份彌償保證）發行予本人／吾等之股份之股票，並將有關股票送交過戶登記處，以及授權並指示過戶登記處根據股份要約之條款及條件持有有關股票，猶如有關股票乃與本白色股份要約接納表格一併送交過戶登記處；
- (c) 本人／吾等不可撤回地分別指示並授權要約人及／或新百利融資及／或艾德資本及／或彼等各自之任何代理人，將本人／吾等根據股份要約之條款應得之現金代價（減本人／吾等就接納股份要約應付之賣方從價印花稅），以「不得轉讓－只准入抬頭人賬戶」方式劃線開出支票予本人／吾等，然後儘早惟無論如何不遲於過戶登記處接獲使有關接納股份要約完整及有效且遵守收購守則規則30.2註釋1之所有有關文件當日起計七個營業日，以平郵方式寄發予下文所列人士及地址（如未有下列下欄列明姓名及地址，則按 貴公司股東名冊所示之登記地址寄予本人或吾等當中排名首位者（如屬聯名登記股東）），郵誤風險由本人／吾等自行承擔；
- (附註：倘接收支票之人士並非登記股東或排名首位之聯名登記股東，則請在本欄填上接收支票人士之姓名及地址。)
- 姓名：（請用正楷填寫）_____
- 地址：（請用正楷填寫）_____
- (d) 本人／吾等不可撤回地分別指示並授權要約人及／或新百利融資及／或艾德資本及／或過戶登記處及／或彼等任何一方可能就此指定之一名或多名人士代表本人／吾等以根據股份要約出售股份賣方之身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須由本人／吾等訂立及簽立之成交單據，並安排按該條例之條文加蓋印花及在本白色股份要約接納表格背書證明；
- (e) 本人／吾等不可撤回地分別指示並授權要約人及／或新百利融資及／或艾德資本及／或過戶登記處及／或彼等任何一方可能指定之一名或多名人士代表本人／吾等就本人／吾等接納股份要約填妥、修改並簽立本白色股份要約接納表格或任何文件，並作出任何其他必需或適當行動，以使本人／吾等根據股份要約提交以供接納之股份轉歸要約人或其可能指定之該名或該等人士所有；
- (f) 本人／吾等承諾於可能屬必要或適當時簽立其他文件並作出有關行動及事宜，以進一步確保本人／吾等根據股份要約提交以供接納之股份轉讓予要約人或其可能指定之該名或該等人士，而上述股份將不帶有任何留置權、押記、購股權、中索、衡平法權益、不利權益、第三方權利或產權負擔，但連同於股份要約作出之日或之後所應計或附帶之所有權利，包括但不限於收取於完成日期或之後就根據股份要約提交以供接納之股份宣派、派付或作出之所有日後股息（如有）之權利；
- (g) 本人／吾等同意追認要約人及／或新百利融資及／或艾德資本及／或彼等各自之任何代理人或彼等任何一方可能指定之一名或多名人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；及
- (h) 本人／吾等同意股份要約及所有對股份要約的接納將受香港法例規管並按其詮釋，且香港法院就解決任何可能與股份要約有關的爭議擁有專屬管轄權。
2. 本人／吾等明白本人／吾等接納股份要約將被視為構成本人／吾等向要約人、新百利融資及艾德資本保證，(i)本人／吾等所持有並根據股份要約獲收購之股份於出售時將不帶任何留置權，並連同其所附帶之所有權利，包括收取於完成日期或之後宣派、作出或派付之任何股息或其他分派之所有權利；及(ii)本人／吾等並無採取或不採取任何行動，而將會或可能導致要約人、其實益擁有人及彼等任何一方的一致行動人士、 貴公司、新百利融資、艾德資本或任何其他人士違反任何地區與股份要約或其接納股份要約有關之法例或監管規定，且其根據一切適用法例及法規獲准收到及接納股份要約及其任何修訂，而該接納將根據一切適用法例及法規屬有效及具約束力。
3. 本人／吾等謹此向要約人、新百利融資、艾德資本及 貴公司保證及聲明，本人／吾等為本白色股份要約接納表格所列明股份之登記持有人，而本人／吾等有十足權利、權力及權限以接納股份要約之方式，向要約人出售及轉移本人／吾等之股份之所有權及擁有權。
4. 倘根據股份要約之條款，本人／吾等之接納被視作無效，則上文第1段所載一切指示、授權及承諾將告終止，在此情況下，本人／吾等授權並要求 閣下或其中任何一方以平郵方式將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需令人信納的任何一份或多份彌償保證），連同已正式註銷之本表格一併寄回上文第1(c)段所指人士及地址，或如姓名及地址欄內空白，則按 貴公司股東名冊所示登記地址寄回本人或吾等當中排名首位者（如屬聯名登記股東），惟郵誤風險概由本人／吾等自行承擔。
- 附註：倘 閣下寄發一份或以上過戶收據而要約人及／或新百利融資及／或艾德資本及／或彼等各自之任何代理人任何一方同時於 閣下接納要約後代表 閣下，從本公司或過戶登記處領取相關股票，則 閣下將獲交還有關股票而並非過戶收據。
5. 本人／吾等謹此向要約人、新百利融資、艾德資本及 貴公司保證及聲明，本人／吾等符合本人／吾等於 貴公司股東名冊所列地址所在司法權區關於本人／吾等接納要約人方面之法例，包括取得可能所需之任何政府、外匯管制或其他方面之同意及任何登記或存檔，以及遵守所有必要之正式手續、監管及／或法例規定；且本人／吾等已支付本人／吾等就有關接納應付的所有發行、轉讓或其他稅項或徵費或其他必要的款項，而該接納將根據所有適用法律及法規屬有效及具約束力。
6. 本人／吾等謹此向要約人、新百利融資、艾德資本及 貴公司保證及聲明，本人／吾等將全面負責支付本人／吾等於 貴公司股東名冊所列地址所在司法權區就本人／吾等接納股份要約應付之任何過戶或其他稅項及徵費。
7. 本人／吾等了解所交回之本白色股份要約接納表格、股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需令人信納的任何一份或多份彌償保證）概不獲發收據。本人／吾等亦了解以平郵方式寄發所有文件之郵誤風險概由本人／吾等自行承擔。
8. 本人／吾等知悉以接納股份要約之方式向要約人出售本人／吾等之股份，將以要約人或其代名人之名義登記。
9. 本人／吾等就已接納或被視為已接納股份要約所涉及之股份，而其接納並未被有效撤回及並無以要約人之名義或按其指示登記，向要約人、新百利融資、艾德資本及 貴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）：
- (a) 本人／吾等授權 貴公司及／或其代理人將可能須向本人／吾等作為 貴公司股東寄發之任何通告、通函、權證或其他文件或通訊（包括任何股票及／或因將該等股份轉為證書形式而發出之其他所有權文件）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）致送要約人；
- (b) 不可撤回地授權要約人或其代理人代表本人／吾等簽署任何同意書，同意縮短 貴公司任何股東大會通知期及／或出席及／或簽立有關該等股份之代表委任表格，以委任要約人提名之任何人士出席相關股東大會（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全權酌情釐定之方式作出投票；及
- (c) 本人／吾等協定，在未得要約人之同意下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何股東大會委任代表，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 貴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）出席有關大會或作出投票，則本人／吾等謹此明示撤回有關委任。
10. 本人／吾等確認，除綜合文件及本白色股份要約接納表格明文規定外，在此作出之所有接納、指示、授權及承諾均為不可撤回及為無條件。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Somerley Capital, Eddid Capital, the Company and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Privacy 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 under the Share Offer.

2. Purposes

The personal data which you provide on this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this **WHITE** Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- distributing communications from the Offeror, Somerley Capital, Eddid Capital and the Company and/or any of their respective ultimate beneficial owners, directors, officers, agents or associates and the Registrar;
- establishing your entitlements under the Share Offer;
- distributing communications from the Offeror, Somerley Capital, Eddid Capital, the Company or agents and the Registrar;
- compiling statistical information and Shareholder profiles;
- 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, Somerley Capital, Eddid Capital, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Somerley Capital, Eddid Capital, the Company and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to 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, Somerley Capital, Eddid Capital, 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, Somerley Capital, Eddid Capital, the Company and/or agent(s) and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Somerley Capital, Eddid Capital, the Company and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Somerley Capital, Eddid Capital, the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, Somerley Capital, Eddid Capital, the Company and the Registrar will keep the personal data provided in this **WHITE** Form of Share Offer 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 Privacy Ordinance provides you with rights to ascertain whether the Offeror, Somerley Capital, Eddid Capital, the Company and/or the Registrar hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Offeror, Somerley Capital, Eddid Capital, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. 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, Somerley Capital, Eddid Capital, the Company and/or the Registrar (as the case may be).

BY SIGNING THIS FORM, 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於要約人、新百利融資、艾德資本、本公司及過戶登記處有關個人資料及香港法例第486章個人資料(私隱)條例(「**私隱條例**」)之政策及慣例。

1. 收集閣下個人資料之理由

倘閣下欲就所持有之股份接納股份要約，則須提供所需之個人資料。倘閣下未能提供所需資料，則可能會導致閣下之接納遭拒絕或延誤處理。這亦可能妨礙或延誤寄發閣下根據股份要約應得之代價。

2. 用途

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

- 處理閣下之接納及核實或遵從本**白色**股份要約接納表格及綜合文件載列之條款及申請手續；
- 登記將股份從閣下名下轉讓；
- 保存或更新相關之股東名冊；
- 核實或協助核實簽名，以及對任何其他資料進行核實或交換；
- 發布要約人、新百利融資、艾德資本及本公司及／或彼等各自的任何最終實益擁有人、董事、高級職員、代理人或聯繫人及過戶登記處之通訊；
- 確立閣下根據股份要約應得之配額；
- 發布要約人、新百利融資、艾德資本、本公司或代理人及過戶登記處之通訊；
- 編製統計資料及股東概覽；
- 遵照法例、規則或規例(無論法定或非法定)之要求作出披露；
- 披露有關資料以便申索或享有配額；
- 與要約人、新百利融資、艾德資本、本公司或過戶登記處業務有關之任何其他用途；及
- 與上文所述之任何其他附帶或相關用途及／或以便要約人、新百利融資、艾德資本、本公司及／或過戶登記處履行彼等對股東及／或監管機構之責任及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本**白色**股份要約接納表格所提供之個人資料將會保密，但要約人、新百利融資、艾德資本、本公司及／或過戶登記處可能會作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可達致上述或任何有關之用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- 要約人、新百利融資、艾德資本、本公司及／或代理人及過戶登記處；
- 為要約人、新百利融資、艾德資本、本公司及／或過戶登記處之業務經營向彼等提供行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、新百利融資、艾德資本、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. 保留個人資料

要約人、新百利融資、艾德資本、本公司及過戶登記處將按收集個人資料所需用途保留本**白色**股份要約接納表格所提供之個人資料。毋需保留之個人資料將會根據該條例銷毀或處理。

5. 查閱及更正個人資料

私隱條例賦予閣下權利確定要約人、新百利融資、艾德資本、本公司及／或過戶登記處是否持有閣下之個人資料，索取該等資料副本及更正任何不正確資料。根據私隱條例，要約人、新百利融資、艾德資本、本公司及過戶登記處有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或詢問關於政策及慣例及所持資料類別之要求，應向要約人、新百利融資、艾德資本、本公司及／或過戶登記處(視乎情況而定)提出。

閣下簽署本表格，即表示同意上述所有條款。