

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the accompanying composite offer and response document dated 15 July 2025 (“Composite Document”) jointly issued by Meta-Wisdom Tech Limited and Home Control International Limited.

除文義另有所規定外，本接納表格所用詞彙與Meta-Wisdom Tech Limited 及Home Control International Limited 聯合刊發日期為2025 年7 月15 日之隨附綜合要約及回應文件(「綜合文件」) 所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.  
閣下如欲接納要約，請使用接納及過戶表格。

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 Form of Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Form of Acceptance.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格之內容概不負責，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。



Home Control International Limited  
(Incorporated in the Cayman Islands with limited liability)  
(於開曼群島註冊成立之有限公司)  
(Stock Code: 1747)  
(股份代號：1747)

FORM OF ACCEPTANCE OF ORDINARY SHARES OF US\$0.01 EACH  
IN THE ISSUED SHARE CAPITAL OF HOME CONTROL INTERNATIONAL LIMITED  
HOME CONTROL INTERNATIONAL LIMITED 已發行股本中每股面值0.01 美元之普通股之接納表格

Branch share registrar and transfer office in Hong Kong: Tricor Investor Services Limited (“Registrar”)  
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(「過戶登記處」)  
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 transfer(s) to the “Transferee” named below the Share(s) held by the Transferor(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所載之條款及條件，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 1) 將予轉讓之股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票編號		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或用正楷填寫)	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	
CONSIDERATION (Note 2) 代價	HK\$0.616 in cash for each Offer Share 每股要約股份現金0.616 港元	
TRANSFEEE 承讓人	Name 名稱：	Meta-Wisdom Tech Limited
	Correspondence Address 通訊地址：	Flat 313B, 3rd Floor, Building 5W, Hong Kong Science Park, Pak Shek Kok, Sha Tin, Hong Kong 香港沙田白石角香港科學園5W大廈3樓313B室
	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 the Transferor(s) or its/their duly authorised agent(s) Company chop (if applicable)  
轉讓人或其正式授權代理人簽署／公司印章(如適用)

\_\_\_\_\_ Date of Submission of this Form of Acceptance  
本接納表格的提交日期

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

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 Meta-Wisdom Tech Limited Meta-Wisdom Tech Limited Authorised Signatory(ies) 授權簽署人
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：_____	
Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代理人簽署	

Note 1: Insert the total number of Share(s) for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of Share(s), or is greater or smaller than that represented by the share certificate(s) for Share(s) tendered for acceptance of the Offer and you have signed this Form of Acceptance, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar on or before the latest time and date for acceptance of the Offer.

附註1: 請填上接納要約所涉及之股份總數。倘並無填寫數目或倘所填寫之數目大於閣下登記持有之股份或大於或少於閣下就接納要約所交回之股票所示之股份數目，而閣下已簽署本接納表格，則本接納表格將退回閣下作更正及再行提交。任何經更正之接納表格必須於接納要約之最後時間及日期或之前再行提交並送交過戶登記處。

Note 2: The consideration will be paid to an accepting Offer Shareholder less seller's ad valorem stamp duty.

附註2: 向接納要約股東支付的代價將扣除賣方從價印花稅。

**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 Share(s), you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or transferee(s), licensed securities dealer, registered institution in securities, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).**

Emperor Corporate Finance Limited (“**Emperor Corporate Finance**”) is making the Offer on behalf of the Offeror. The making of the Offer to the Offer Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be affected by the laws and regulations of the relevant jurisdiction in which they are resident. If you are an Overseas Offer Shareholder, you should inform yourself about and observe all applicable legal, tax and regulatory requirements. 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 obtaining all governmental, exchange control or other consents which may be required and compliance with all necessary formalities and regulatory or legal requirements and the payment of any issue, transfer or other taxes payable by you in respect of the acceptance of the Offer in such jurisdiction. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror and its advisers, including Emperor Corporate Finance, that you have observed and are permitted under all applicable laws and regulations to which you are subject 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 or filings required in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes, 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. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited is subject to any of the representations and warranties.

This Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Offer is unconditional. To accept the Offer made by Emperor Corporate Finance on behalf of the Offeror to acquire your Share(s), you must deliver the duly completed and signed Form of Acceptance 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) in respect of the Shares for which you intend to accept the Offer, by post or by hand, to the Registrar, **Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, in an envelope marked “Home Control International Limited – Offer” so as to reach the Registrar as soon as possible but in any event by no later than 4:00 p.m. on Tuesday, 5 August 2025, being the Closing Date, 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 Shares on behalf of another person as nominee or otherwise, you should refer to the sections headed “1. General Procedures for Acceptance of the Offer” and “3. Nominee Registration” 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 Emperor Corporate Finance**

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 Emperor Corporate Finance 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, Emperor Corporate Finance and/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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly completed and 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 was/they were delivered to the Registrar together with this Form of Acceptance;
  - (c) my/our irrevocable instruction and authority to each of the Offeror, Emperor Corporate Finance and/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 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/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 this completed Form of Acceptance and all of the relevant documents by the Registrar to render such acceptance under the Offer complete and valid; (*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, Emperor Corporate Finance, 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 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 in this Form of Acceptance in accordance with the provisions of that 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 Encumbrances and together with all rights and benefits attaching to them as at the date of the Composite Document or subsequently becoming attached to them, including but not limited to the right to receive all dividends, distributions and any return of capital, if any, which may be paid, made or declared or agreed to be made or paid thereon or in respect thereof on or after the date on which the Offer are made, being 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, the Company, Emperor Corporate Finance and/or 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
  - (g) my/our irrevocable instruction and authority to each of the Offeror, Emperor Corporate Finance and/or such person or persons as any of them may direct to complete, amend and execute any documents 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 Share(s) tendered for acceptance under 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, the Company and Emperor Corporate Finance that the Offer Shares sold by me/us to the Offeror are sold free from all Encumbrances and together with all rights and benefits attaching to them as at the date of the Composite Document or subsequently becoming attached to them, including but not limited to the right to receive all dividends, distributions and any return of capital, if any, which may be paid, made or declared or agreed to be made or paid thereon or in respect thereof on or after the date on which the Offer are made, being the date 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 any 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 Emperor Corporate Finance or any of their 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 is/are to be held by you on the terms and conditions of the Offer. 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.
5. I/We represent and warrant to the Offeror, the Company and Emperor Corporate Finance 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 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 Offer.
6. I/We represent and warrant to the Offeror, the Company and their respective advisers, including Emperor Corporate Finance, that I/we have observed and am/are permitted under all applicable laws and regulations to which I/we am/are subject to receive and 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 other required payments due from me/us in connection with such acceptance in any jurisdiction; and that I/we have not taken or omitted to take any action which will or may result in the Offeror, the Company or their respective advisers, including Emperor Corporate Finance, 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 such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We represent and warrant to the Offeror, the Company and Emperor Corporate Finance that I/we shall be fully responsible for the payment of any issue, transfer or other taxes, duties and other required payments payable by me/us 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 and as permitted under the Takeovers Code, all acceptances, instructions, authorisations and undertakings hereby given shall be irrevocable.
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 the Offeror or its nominee.

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綜合文件一併送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商、註冊證券機構、銀行或其他代理，以便轉交買主或承讓人。

英皇企業融資有限公司(「英皇企業融資」)正代表要約人提出要約。向身為香港境外司法權區的公民、居民或國民的要約股東提出要約或會受有關司法權區之法律及法規所規限。倘閣下為海外要約股東，閣下應自行了解及遵守所有適用法律、稅務或監管規定。閣下如欲接納要約，須確保全面遵守有關司法權區之相關法律及法規，包括獲得一切可能所需之政府、外匯管制或其他方面之同意及遵守一切所需手續及監管或法律規定以及支付閣下就接納要約於有關司法權區應付之任何發行費、轉讓費或其他稅項。閣下接納要約，即構成閣下向要約人及其顧問(包括英皇企業融資)聲明及保證閣下已遵守及獲准根據閣下所受管轄之所有適用法律及法規接收及接納要約及其任何修訂，閣下已遵照一切必要手續及監管或法律規定取得一切所需政府、外匯管制或其他方面之同意及辦妥所需登記或存檔，以及已支付閣下就有關接納於任何司法權區應付之所有發行費、轉讓費或其他稅項、徵費或其他所需款項，以及有關接納根據一切適用法律及法規將為有效及具約束力。為免產生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司均不受任何聲明及保證限制。

本接納表格應連同綜合文件一併閱覽。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。

#### 本接納表格之填寫方法

要約屬無條件。閣下如欲接納英皇企業融資代表要約人就收購閣下之股份所提出的要約，必須將已正式填妥及簽署的接納表格連同有關閣下擬接納之股份之相關股票及／或過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之一份或多份彌償保證書)，一併以郵寄或專人送交之方式儘快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，信封面註明「Home Control International Limited – 要約」以送達過戶登記處，惟無論如何不得遲於2025年8月5日(星期二)(即要約截止日期)下午四時正，或要約人根據收購守則可能釐定及公佈之較後時間及／或日期。

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股份，敬請參閱綜合文件附錄一「1. 接納要約的一般程序」及「3. 代名人登記」各節，尤其關於閣下應加以考慮的事項。

#### 要約之接納表格

##### 致：要約人及英皇企業融資

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：
  - (a) 本人／吾等按綜合文件及本表格所載條款及條件就本接納表格所訂明之股份數目不可撤回地接納由英皇企業融資代表要約人提出的要約(誠如綜合文件所載)以收取代價；
  - (b) 本人／吾等不可撤回地指示及授權要約人、英皇企業融資及／或彼等各自之代理，各自代表本人／吾等交付隨附經本人／吾等正式填妥及簽署之過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之一份或多份彌償保證書)，憑此向本公司或過戶登記處領取本人／吾等就股份應獲發之股票，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有關股票，猶如有關股票已連同本接納表格一併送交過戶登記處；
  - (c) 本人／吾等不可撤回地指示及授權要約人、英皇企業融資及／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／吾等就本人／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已填妥之本接納表格連同一切有關文件致使要約項下之有關接納完整及有效之日後七(7)個營業日，按以下地址以平郵方式寄予以下人士；或如無於下欄填上姓名及地址，則按本公司之股東名冊所示登記地址，寄予本人／吾等當中所列首位者(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).....
  - (d) 本人／吾等不可撤回地指示及授權要約人、英皇企業融資、過戶登記處及／或彼等任何一方可能就此指定之該名或該等人士，代表本人／吾等以根據要約出售股份之賣方身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之成交單據，並根據該條例規定在本接納表格加蓋印花及背書證明；
  - (e) 本人／吾等承諾於必需或適當時簽立其他文件並作出其他行動或事宜，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，乃不附帶任何產權負擔，但連同於綜合文件日期或其後附帶的一切權利及利益，包括但不限於收取於要約作出日期(即綜合文件日期)或之後可能對或就要約股份派付、作出或宣派或同意作出或派付的一切股息、分派及任何資本返還(如有)的權利；
  - (f) 本人／吾等同意追認要約人、本公司、英皇企業融資及／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授權時所作出或進行之任何行動或事宜；及
  - (g) 本人／吾等不可撤回地指示及授權要約人、英皇企業融資及／或彼等任何一方可能指定之該名或該等人士，各自代表本人／吾等填妥、修改及簽立任何有關本人／吾等接納要約的文件，並採取任何其他可能屬必要或權宜的行動，以便將本人／吾等根據要約之接納交回之股份歸屬予要約方及／或其可能指定之該名或該等人士。
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、本公司及英皇企業融資聲明及保證，本人／吾等向要約人出售之要約股份乃不附帶任何產權負擔，但連同於綜合文件日期或其後附帶的一切權利及利益，包括但不限於收取於要約作出日期(即綜合文件日期)或之後可能對或就要約股份派付、作出或宣派或同意作出或派付的一切股息、分派及任何資本返還(如有)的權利。
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、授權及承諾均告失效，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／或任何就此所需令人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一併寄回上述第1(c)段列名之人士及地址；或如無填上姓名及地址，則按股東名冊所示登記地址，以平郵方式寄回本人或吾等當中所列首位者(如屬聯名登記股東)，郵誤風險概由本人／吾等自行承擔。  
附註：如閣下於接納要約時提交過戶收據，而與此同時任何要約人及／或英皇企業融資或彼等任何代理已代表閣下向本公司或過戶登記處領取有關股票，則閣下將獲發還有關股票，而並非上述過戶收據。
4. 本人／吾等茲附上本人／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／或任何就此所需令人信納之一份或多份彌償保證書)，由閣下按照要約之條款及條件予以保存。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／或任何就此所需令人信納之一份或多份彌償保證書)獲發收訖通知書。本人／吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人／吾等自行承擔。
5. 本人／吾等向要約人、本公司及英皇企業融資聲明及保證，本人／吾等為本接納表格所列明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。
6. 本人／吾等向要約人、本公司及彼等各自的顧問(包括英皇企業融資)聲明及保證，本人／吾等已遵守及獲准根據本人／吾等所受管轄之所有適用法律及法規接收及接納要約及其任何修訂；而本人／吾等已遵照一切必要手續及監管或法律規定取得一切所需政府、外匯管制或其他方面之同意及辦妥所需登記或存檔；且本人／吾等已支付本人／吾等就有關接納於任何司法權區應付之所有發行費、轉讓費或其他稅項或其他所需款項；而本人／吾等並無採取或遺漏採取任何行動而將會或可能致使要約人、本公司或彼等各自的顧問(包括英皇企業融資)或任何其他人士違反任何司法權區有關要約或本人／吾等接納要約之法律或監管規定，及有關接納根據一切適用法律及法規將為有效及具約束力。
7. 本人／吾等向要約人、本公司及英皇企業融資聲明及保證，本人／吾等須對支付就本人／吾等接納要約應付之任何發行費、轉讓費或其他稅項、徵費及其他所需款項承擔全部責任。
8. 本人／吾等確認，除綜合文件及本接納表格指明者及收購守則所允許者外，所有藉此作出的一切接納、指示、授權及承諾均不可撤回。
9. 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。



## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, the Company, Emperor Corporate Finance and the Registrar 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 invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

#### 2. Purposes

The personal data which you provide in 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 Shareholders;
- conducting or assisting to conduct signature verification, 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 profile(s) of Shareholders;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise) or as requested by any governmental or regulatory body which has jurisdiction over the Offeror and/or the Company and/or their respective agents, officers and advisers, and the Registrar;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror, the Company, Emperor Corporate Finance or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, the Company and/or Emperor Corporate Finance to discharge its obligations to the Shareholders and/or under applicable regulations, and any other purposes which the Shareholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror, the Company, Emperor Corporate Finance 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, the Company, Emperor Corporate Finance and/or any of their respective agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, the Company, Emperor Corporate Finance 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 your bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, the Company and/or Emperor Corporate Finance and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Retention of Personal Data

the Offeror, the Company, Emperor Corporate Finance 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 and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, the Company, Emperor Corporate Finance 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, the Company, Emperor Corporate Finance 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, the Company, Emperor Corporate Finance 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要約人、本公司、英皇企業融資及過戶登記處就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. 收集閣下個人資料之原因

倘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無效，被拒或受到延誤。這亦可能妨礙或延遲寄發予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；
- 登記閣下名下股份之轉讓；
- 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之資料；
- 確立股東之應享權益；
- 按法例、規則或規例規定(無論法定或其他規定)或根據對要約人及／或本公司及／或彼等各自之代理、高級職員、顧問及過戶登記處有管轄權的任何政府或監管機構的要求作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、本公司、英皇企業融資或過戶登記處業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及／或令要約人、本公司及／或英皇企業融資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

於本接納表格內提供之個人資料將會保密，要約人、本公司、英皇企業融資及／或過戶登記處為達致上述用途或其中任何用途，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、本公司、英皇企業融資及／或彼等各自之代理、高級職員及顧問、過戶登記處及海外總登記處(如有)；
- 為要約人、本公司、英皇企業融資及／或過戶登記處提供與其業務營運有關的行政、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，例如閣下之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、本公司及／或英皇企業融資及／或過戶登記處於有關情況下認為必需或適宜之任何其他人士或機構。

#### 4. 保留個人資料

要約人、本公司、英皇企業融資及／或過戶登記處將按收集個人資料所需的用途保留本接納表格所收集的個人資料。無需保留的個人資料將會根據該條例銷毀或處理。

#### 5. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人、本公司、英皇企業融資及／或過戶登記處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。依據該條例之規定，要約人、本公司、英皇企業融資及／或過戶登記處可就處理任何資料之請求收取合理之手續費。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型之資料之所有請求，須提交予要約人、本公司、英皇企業融資或過戶登記處(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。