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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the composite document dated 3 February 2016 (the "Composite Document") issued by the Offeror. 除文義另有所指外,本表格所用詞彙與要約方於二零一六年二月三日刊發之綜合文件(「綜合文件」)所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES HELD BY HONG KONG SHAREHOLDERS (THE "FAT HK") FOR USE IF YOU WANT TO ACCEPT THE OFFER. 香港股東所持要約股份接納及轉讓表格(「香港接納及轉讓表格」)供 閣下欲接納要約時適用

GLOBAL TECH (HOLDINGS) LIMITED

耀科國際(控股)有限公司*

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立之有限公司) Hong Kong Stock Code: 0143

香港股份代號:0143 Singapore Stock Code: G11 新加坡股份代號:G11

Registrar HK: **FAT HK FOR OFFER SHARES** Tricor Abacus Limited, 要約股份香港接納及轉讓表格 Level 22. Hopewell Centre 183 Queen's Road East,

Hong Kong 香港過戶登記處 All parts should be completed 每項均須填寫 卓佳雅柏勤有限公司 香港皇后大道東183號合和中心22樓

FOR THE CONSIDERATION stated below, the "Traspecified below subject to the terms and conditions conta 在本表格及隨附綜合文件所載條款及條件規限下	ained herein and in the accomp 下,下列「轉讓人」現按下列	anying Composite Doci 代價,將以下註明日	Transferee named below the Sha ument. 由轉讓人所持有之股份轉讓予	re(s) held by the Transferor(s) 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(es) in full 轉讓人全名及地址	Family name(s) or con 姓氏或公司名稱:	mpany name(s)	Forename(s): 名字:		
(EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Address or Registered 地址或登記地址:	address:			
		Telephone 電話號碼:			
CONSIDERATION 代價	HK\$0.11615 in cash fe 每股股份現金0.116	HK\$0.11615 in cash for each Share 每股股份現金0.11615港元			
TRANSFEREE 承讓人	Name 名稱: Correspondence addre	Name 名稱: Correspondence address 通訊地址: Road Shine Developments Limited Unit 1905, 19/F, Tung Ning Building, 125-127 Connaught Road Central, Sheung Wan, Hong Kong 香港上環干諾道中125-127號東寧大廈19樓1905室			
	Occupation 職業:	Occupation 職業: Investment holding company 投資控股公司			
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		Comp	uture(s) of Transferor(s)/ pany chop, if applicable 長署/公司印鑑(如適用)	ALL JOINT HOLDERS MUST SIGN HERE 所有聯名持有人 均須於本欄	
Address of witness 見證人地址				ラスパ平偏 	
Occupation of witness 見證人職業					
	Do not complet	te 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: SIGNATURE OF WITNESS見證人簽署		For and on behalf of 代表 Road Shine Develop			
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) 承讓人或其正式授權代理人簽署			

Insert the total number of Shares for which the Offer is accepted. If no number is specified, or the total number of Shares specified is greater than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/ Insert the total number of Shares for which the Offer is accepted. If no number is specified, or the total number of Shares specified is greater than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof), you are deemed to have accepted the Offer in respect of the Shares as shall be equal to the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, you are deemed to have accepted the Offer in respect of the Shares specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, you are deemed to have accepted the Offer in respect of the Shares specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, you are deemed to have accepted the Offer in respect of the Shares specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, you are deemed to have accepted the Offer in respect of the Shares specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, you are deemed to have accepted the Offer in respect of the Shares specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, you are deemed to have accepted the Offer in respect of the Shares specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of the Shares specified in this FAT HK is smaller than

for identification purposes only 僅供識別

THIS FAT HK IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this FAT HK or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, stockbroker, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or otherwise transferred all your Shares, you should at once hand this FAT HK and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the 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 Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required and the compliance with other necessary formalities. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, Altus Investments, Yicko and any person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes, imposts, duties or other payments as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

This FAT HK should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS FAT HK

Hong Kong Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the Offer. To accept the Offer jointly made by Altus Investments and Yicko on behalf of the Offeror, you should complete and sign this FAT HK and forward it, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or 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 wish to accept the Offer, by post or by hand, marked "Global Tech (Holdings) Limited – Offer" on the envelope, to the Registrar HK, Tricor Abacus Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as practicable, but in any event so as to reach the Registrar HK by no later than 4:00 p.m. on Wednesday, 24 February 2016 or such later time and/or date as the Offeror may determine and announce, with the consent of the Executive, if necessary, in accordance with the Takeovers Code. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this FAT HK.

FAT HK IN RESPECT OF THE OFFER

To: The Offeror, Altus Investments and Yicko

- 1. My/Our execution and completion of this FAT HK will be binding on my/our successors and assignees, and will constitute:
 - (a) my/our irrevocable acceptance of the Offer jointly made by Altus Investments and Yicko on behalf of the Offeror and contained in the Composite Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in this FAT HK or, (i) if no number is specified or, the total number of Shares specified is greater than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof). I/we am/are deemed to have accepted the Offer in respect of the Shares as shall be equal to the number of Shares, tendered by me/ us, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title; and (ii) if the number specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, I/we am/are deemed to have accepted the Offer in respect of the Shares as shall be equal to the number of the Shares specified in this FAT HK.
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Altus Investments and/or Yicko or their respective agent(s) to send a cheque crossed "Not negotiable account payee only"drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer after deducting all seller's(s') Hong Kong ad valorem stamp duty (rounded up to the nearest HK\$1.00) payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our risk to the person and 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 within the earlier of (i) seven Business Days following receipt by the share registrar of all the relevant documents to render the acceptance under the Offer complete and valid ("Date of Receipt"), and (ii) ten days following the Date of Receipt;

(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 capitals)

Address: (in block capitals)

- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Altus Investments and/or Yicko 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 Offer and to cause the same to be stamped and to cause an endorsement to be made on this FAT HK in accordance with the provisions of that Ordinance:
- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Altus Investments and/or Yicko and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Offer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date, or if the date is not inserted, to insert a date 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 of the Offer;
- (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 Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights attached to them including but not limited to the rights to receive and retain all dividends, rights and other distributions (if any) declared, made or paid on or after the date of the Possible Offer Announcement;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Altus Investments and/or Yicko and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein;
- (g) my/our irrevocable instruction and authority to the Offeror and/or Altus Investments and/or Yicko or their respective agent(s) to collect from the Registrar HK 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 (and/or satisfactory indemnities required in respect thereof), which has/have been duly gined by me/us, and to deliver the same to the Registrar HK and to authorise and instruct the Registrar HK to hold such Share certificate(s) subject to the terms and conditions of the Offer as if it/they were Share certificate(s) delivered to the Registrar HK together with this FAT HK;
- (h) my/our appointment of the Offeror and/or Altus Investments and/or Yicko as my/our attorney in respect of all the Share(s) to which this FAT HK relates; and
- (i) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer.
- 2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, Altus Investments and Yicko that (i) the number of Share(s) specified in this FAT HK will be sold free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights accruing or attaching thereto as at the date of the Possible Offer Announcement or subsequently becoming attached to them, including, without limitation, the rights to receive and retain all dividends, rights and other distributions (if any) declared, made or paid on or after the date of the Possible Offer Announcement; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Altus Investments, Yicko or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and is permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- 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 and 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 other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this FAT HK duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) 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.

Where you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or Altus Investments and/or Yicko or their respective agent(s) from the Registrar HK on your behalf, you will be sent 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 other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any HK Form(s) of Acceptance, Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or 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 warrant and represent to you that I am/we are the registered Shareholder(s) of the number of Shares specified in this FAT HK 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 Offer.
- 6. I/We warrant to the Offeror 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 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 or legal requirements.
- 7. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or 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 Offer.
- 8. I/We acknowledge that my/our Shares sold to the Offeror by way of the 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, Altus Investments, Yicko 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 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:
 - (a) to give 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 HK in Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong;
 - (b) to appoint and authorise the Offeror or its agents as my/our true and lawful attorney 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/or to sign any documents required from time to time arising in relation to this clause; and
 - (c) to give 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 will appoint or 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 FAT HK, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本香港接納及轉讓表格乃重要文件,請即處理。

· 閣下如對本香港接納及轉讓表格之任何內容或應採取之行動有任何疑問·應諮詢持牌證券交易商或註冊證券機構、證券經紀、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以其他方式轉讓,應立即將本香港接納及轉讓表格及隨附之綜合文件送交買主或承讓人,或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構、證券經紀或其他代理商,以便轉交買主或承讓人。

向海外股東提出要約可能會受有關司法權區之法例禁止或影響。倘 閣下為海外股東,應就要約於有關司法權區之限制自行尋求適當之法律意見,並遵守任何適用法律或監管規定。 閣下如欲接納要約,則有責任自行確保就此全面遵守有關司法權區之法例及規例(包括但不限於取得任何可能規定之政府、外匯管制或其他同意及任何登記或存檔,以及遵守其他所需之正式手續)。 閣下亦須全面負責支付任何人士於所有有關司法權區應付之任何轉讓或其他稅項及徵費。要約方、Altus Investments、益高及任何參與要約之人士均有權獲悉數彌償及毋須就 閣下可能須支付之任何稅項、關稅、徵費或其他款項承擔任何責任。 閣下接納要約將構成 閣下保證, 閣下根據所有適用法例獲准收取及接納要約及其任何修訂,而該接納將根據所有適用法例屬有效及具約束力。

本香港接納及轉讓表格應與綜合文件一併閱讀。

本香港接納及轉讓表格填寫方法

香港股東決定是否接納要約前,務請細閱綜合文件。 閣下如欲接納Altus Investments及益高聯合代表要約方提出之要約,應填妥及簽署本香港接納及轉讓表格,璉同 閣下欲接納要約之股份數目之相關股票及/或過戶收據及/或其他所有權文件及/或就此所需任何令人信納之一項或多項彌償保證,於實際可行情況下盡快郵寄或專人送交香港過戶登記處卓佳雅柏勤有限公司,地址為香港皇后大道東183號合和中心22樓(信封面須註明「耀科國際/控股)有限公司一要約」),惟無論如何必須於二零一六年二月二十四日(星期三)下午四時正或之前(或要約方根據收購守則且獲得執行人員同意之後(如需)可能釐定及公佈的較後時間及/或日期)送達。綜合文件附錄一所載之條文納入本香港接納及轉讓表格並構成其中部分。

要約之香港接納及轉讓表格

致:要約方、Altus Investments及益高

- 1. 本人/吾等一經簽立及填妥本香港接納及轉讓表格,本人/吾等之承繼人及受讓人將受此約束,並將構成:
 - (a) 本人/吾等不可撤回地接納由Altus Investments及益高聯合代表要約方提出並於綜合文件載列之要約,按照及受制於綜合文件及本香港接納及轉讓表格所載條款,就本香港接納及轉讓表格指定之股份數目或(i)倘並無指定數目或倘指定之股份總數大於所提交股份數目(以股票、過戶收據及/或任何其他所有權文件(及/或就此所需任何令人信納之一項或多項彌償保證)),則本人/吾等將被視為就相等於本人/吾等提交之股份之數目(以股票、過戶收據及/或任何其他所有權文件證明)接納要約;及(ii)倘本香港接納及轉讓表格指定之數目少於所提交股份數目(以股票、過戶收據及/或任何其他所有權文件證明),則本人/吾等將被視為就相等於本香港接納及轉讓表格指定之數份數目之股份接納要約;
 - (b) 本人/吾等不可撤回地指示及授權要約方及/或Altus Investments 及/或益高或彼等各自之代理,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所有香港賣方從價印花稅(向上調整至最接近1,00 港元)),以「不得轉讓一只准入抬頭人賬戶」方式向本人/吾等開出劃線支票,然後盡快惟無論如何於(i)過戶登記處接獲所有相關文件致使要約項下之接納為完整及有效之日(「接獲日期」)起計七個營業日,及(ii)接獲日期之後十日內(以較早者為準),按以下地以平郵寄予以下人士,或倘無於下欄填上姓名及地址,則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者(如屬聯名登記股東),郵誤風險概由本人/吾等承擔;

(倘收取支票之人十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十之姓名及地址。)

姓名:(請用正楷填寫)

地址:(請用正楷填寫)

- (c) 本人/吾等不可撤回地指示及授權要約方及/或Altus Investments 及/或益高及/或彼等任何一方可能就此指定之有關人士,各自代表本人/吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人/吾等作為根據要約出售股份之賣方須製備及簽立之成交單據,並按該條例之規定安排該單據加蓋釐印及安排在本香港接納及轉讓表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權要約方及/或Altus Investments 及/或益高及/或彼等任何一方可能指定之有關人士,各自代表本人/吾等填妥及簽立任何有關本人/吾等接納要約之文件,或如本人/吾等或任何其他人士已填上日期,則有關人士可刪去該日期,然後填上另一日期,或倘並無註明日期,則加上日期,以及辦理任何其他必需或權宜之行動,將本人/吾等提交接納要約之股份轉歸要約方及/或其可能指定之有關人士所有;
- (e) 本人/吾等承諾於必需或合宜時以進一步保證形式簽立有關其他文件及辦理有關其他行動及事項,以將本人/吾等就接納要約提交之股份轉讓予要約方或其可能指定之有關人士,該等股份不附帶一切留置權、衡平權、押記、產權負擔、優先購買權及任何其他第三方權利或任何性質的權益,並連同該等要約股份所附帶之所有權利,包括(但不限於)領取及保留於可能要約公告日期或之後所宣派、作出或派付之所有股息、權利及其他分派(如有);
- (f) 本人/吾等同意追認要約方及/或Altus Investments及/或益高及/或彼等各自之代理或彼等任何一方可能指定之有關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;
- (g) 本人/吾等不可撤回地指示及授權要約方及/或Altus Investments 及/或益高或彼等各自之代理,代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據及/或 其他所有權文件(及/或就此所需任何令人信納之一項或多項彌償保證),憑此向香港過戶登記處領取本人/吾等就股份應獲發之股票,並將有關股票送交香港過戶 登記處,且授權及指示香港過戶登記處根據要約之條款及條件持有該等股票,猶如該(等)股票已連同本接納及轉讓表格一併送交香港過戶登記處;
- (h) 本人/吾等委仟要約方及/或Altus Investments 及/或益高為本人/吾等就本香港接納及轉讓表格有關的全部股份的委仟代理人;及
- (i) 本人/吾等同意要約及所有要約的接納將受香港法例監管,並按其詮釋,而香港法院對因要約可能產生的任何爭議具有獨家司法管轄權。
- 2. 本人/吾等明白本人/吾等接納要約,將被視為構成本人/吾等向要約方、Altus Investments 及益高保證(i)本香港接納及轉讓表格所註明股份數目將在不附帶一切留置權、衡平權、押記、產權負擔。優先購買權及任何其他第三方權利或任何性質的權益,並連同於可能要約公告日期累算或附帶或其後附帶之一切權利(包括但不限於收取及保留於可能要約公告日期或之後宣派、作出或派付之所有股息、權利及其他分派(如有))下出售;及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使要約方、Altus Investments、益高或任何其他人士違反任何地區與要約或其接納有關之法律或監管規定,且彼根據所有適用法例獲准收取及接納要約及其任何修訂,而該接納根據所有適用法例獨有效及具有約束力。
- 3. 倘按要約之條款本人/吾等之接納屬無效,則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下,本人/吾等授權並懇請 閣下將本人/吾等之股票及/或過戶收據及/或其他所有權文件(及/或就此所需任何令人信納之一項或多項彌償保證)連同已正式註銷之本香港接納及轉讓表格以平郵一併寄予上文1(b) 所列之人士及地址,或如未有列明姓名及地址,則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登記股東),郵誤風險概由本人/吾等承擔。
 - 附註: 倘 閣下交出一份或以上過戶收據,而要約方及/或Altus Investments 及/或益高或彼等各自之代理已代表 閣下從香港過戶登記處領取有關股票,則發還予 閣下者將為該(等)股票而非過戶收據。
- 4. 本人/吾等茲附上本人/吾等持有之全部或部分股份之相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需任何令人信納之一項或多項彌償保證),由 閣下按要約之條款及條件予以保存。本人/吾等明白任何交回之香港接納及轉讓表格、股票及/或過戶收據及/或其他所有權文件(及/或就此所需任何令人信納之一項或多項彌償保證)概不獲發收據。本人/吾等亦瞭解所有文件將以平郵寄發且一切郵談風險概由本人/吾等自行承擔。
- 5. 本人/吾等向 閣下保證及聲明,本人/吾等為本香港接納及轉讓表格所註明股份數目之登記股東,而本人/吾等有十足權利、權力及授權以接納要約之方式,向要約方出售及移交本人/吾等之股份之所有權及擁有權。
- 6. 本人/吾等向要約方及本公司保證,本人/吾等已就接納要約遵守在本公司股東名冊上列示本人/吾等地址所在司法權區之法例,包括獲得任何所需之政府、外匯管制或其他同意及任何註冊或存檔,及辦理一切所需之正式手續或遵守法律規定。
- 7. 本人/吾等向要約方及本公司保證,本人/吾等須全面負責就接納要約支付在本公司股東名冊上載列本人/吾等地址所在司法權區應付之任何轉讓或其他稅項或徵費。
- 8. 本人/吾等知悉,本人/吾等以要約之方式向要約方出售之股份將以要約方或其代名人名義登記。
- 9. 本人/吾等就已接納或被視為已接納要約所涉及股份(有關接納並未被有效撤回且有關股份並未按要約方或其可能指示者的名義登記)向要約方、Altus Investments、益高及本公司不可撤回地承諾、聲明、保證及同意(藉以約束本人/吾等的繼承人及受讓人):
 - (a) 本人/吾等授權本公司及/或其代理將須向本人/吾等(作為本公司股東)寄發的任何通告、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的其他所有權文件),寄往香港過戶登記處(地址為香港皇后大道東183號合和中心22樓)轉交要約方;
 - (b) 本人/吾等委任及授權要約方或其代理為本人/吾等真正及合法受權人,並可代表本人/吾等簽署任何同意書,同意縮短本公司任何股東大會通知期及/或出席及/或簽立該等股份的代表委任表格,以委任要約方提名的任何人士出席相關股東大會(或其任何續會),以及代表本人/吾等行使該等股份附帶的投票權,而投票將以要約方全權酌情決定的方式作出,及/或簽立任何因本條而不時所需的文件;及
 - (c) 本人/吾等同意,在未得要約方同意的情況下不會行使任何相關權利,且本人/吾等不可撤回地承諾不會就任何股東大會委任代表,或委任代表出席股東大會,及在上文所規限下,如本人/吾等將會或以往已就本公司股東大會委任代表(而該代表並非要約方或其代名人或獲委任人土)出席該等大會或於會上投票,則本人/吾等明確謹此撤回有關委任。
- 10. 本人/吾等知悉,除綜合文件及本香港接納及轉讓表格明文規定外,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, Altus Investments, Yicko, the Registrar HK and the Registrar SG and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer. It is important that you inform the Offeror, Altus Investments, Yicko, the Company, the Registrar HK and/ or the Registrar SG immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this FAT HK 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 FAT HK and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as the financial advisers, the Registrar HK and the Registrar SG;
- · compiling statistical information and Shareholder profiles;
- · establishing benefit entitlements of the Shareholders;
- · disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror, the Registrar HK or the Registrar SG; and
- any other incidental or associated purposes relating to the above, to enable the Offeror, Altus Investments, Yicko, the Company, the Registrar HK and the Registrar SG to discharge their obligations to the Shareholders and regulators and any other purposes to 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 FAT HK will be kept confidential but the Offeror and/or Altus Investments and/or Yicko and/or the Company and/or the Registrar HK and/or the Registrar SG 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, Altus Investments, Yicko, any of their agents, the Registrar HK and the Registrar SG;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Altus Investments and/or Yicko and/or the Registrar HK and/or the Registrar SG, in connection with the operation of their businesses;
- · the Stock Exchange, the SFC and 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 or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror and/or Altus Investments and/or Yicko and/or the Registrar HK and/or the Registrar SG consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror and/or Altus Investments and/or Yicko and/or the Company and/or the Registrar HK and/or the Registrar SG will keep the personal data provided in this FAT HK 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 Altus Investments and/or Yicko and/or the Registrar HK and/ or the Registrar SG 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 Altus Investments and/or Yicko and/ or the Registrar HK and/or the Registrar SG 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, Altus Investments, Yicko, the Registrar HK or the Registrar SG (as the case may be).

BY SIGNING THIS FAT HK, 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 閣下有關要約方、Altus Investments、益高、香港過戶登記處及新加坡過戶登記處以及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集 閣下個人資料之原因

如 閣下股份接納要約, 閣下須提供所需之個人資料,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,亦可能妨礙或延遲寄發 閣下根據要約應得之代價。 閣下發現所提供數據不準確時應立即通知要約方、Altus Investments、益高、本公司、香港過戶登記處及/或新加坡過戶登記處尤為重要。

2. 用途

閣下於本香港接納及轉讓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香港接納及轉讓表格及綜合文件載列之條款及申請程序;
- 登記以 閣下名義之股份轉讓;
- 保存或更新有關股份之股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 發佈要約方及/或其代理(例如財務顧問)、香港過戶登記處及新加坡過戶登記處之通訊;
- 編製統計資料及股東資料;
- 確立股東之獲益權利;
- 披露有關資料以方便進行權益申索;
- 按法例、規則或規例規定(無論法定或其他規定)作出披露;
- 有關要約方、香港過戶登記處或新加坡過戶登記處業務之任何其 他用途;及
- 有關上文所述任何其他附帶或關連用途,以便要約方、Altus Investments、益高、本公司、香港過戶登記處及新加坡過戶登記處 履行彼等對股東及監管機構的責任及股東可能不時同意或獲悉之 任何其他用途。

3. 轉交個人資料

本香港接納及轉讓表格提供之個人資料將會保密,惟要約方及/或Altus Investments及/或益高及/或本公司及/或香港過戶登記處及/或新加坡過戶登記處為達致上述或有關任何上述之用途,可能作出必需之查詢,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個人及實體披露、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:

- 要約方、Altus Investments、益高、其任何代理、香港過戶登記處及新加坡過戶登記處;
- 為要約方及/或Altus Investments 及/或益高及/或香港過戶登記處及/或新加坡過戶登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商;
- 聯交所、證監會及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個人或機構,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
- 要約方及/或Altus Investments 及/或益高及/或香港過戶登記處及/或新加坡過戶登記處於有關情況下認為必需或適當之任何其他個人或機構。

1. 保留個人資料

要約方及/或Altus Investments 及/或益高及/或本公司及/或香港過戶登記處及/或新加坡過戶登記處將按收集個人資料之用途需要保留本接納及轉讓表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 存取及更正個人資料

根據該條例之規定, 閣下可確認要約方及/或Altus Investments及/或益高及/或香港過戶登記處及/或新加坡過戶登記處是否持有 閣下之個人資料,索取該資料副本,以及更正任何錯誤資料。依據該條例之規定,要約方及/或Altus Investments及/或益高及/或香港過戶登記處及/或新加坡過戶登記處可就索取任何資料收取合理之手續費。索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,須提交予要約方、Altus Investments、益高、香港過戶登記處或新加坡過戶登記處(視情況而定)。

閣下一經簽署本香港接納及轉讓表格即表示同意上述所有條款。