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香港交易及結算有限公司、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，並明確表示概不對因本接納表格全部或任何部份內容而產生或倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as defined in the composite offer and response document dated 8 April 2026 (the "Composite Document") jointly issued by Wealthiness and Prosperity Holding Limited (the "Offeror") and Bright Smart Securities & Commodities Group Limited (the "Company").

除文義另有所指外，本接納表格所用詞彙與由Wealthiness and Prosperity Holding Limited (「要約人」)及耀才證券金融集團有限公司 (「本公司」)於二零二六年四月八日聯合刊發的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，請使用本接納及過戶表格。

耀才證券

BRIGHT SMART SECURITIES

香港交易所上市公司 (1428)

BRIGHT SMART SECURITIES & COMMODITIES GROUP LIMITED

耀才證券金融集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 1428)

(股份代號:1428)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.30 EACH IN THE ISSUED SHARE CAPITAL OF BRIGHT SMART SECURITIES & COMMODITIES GROUP LIMITED

耀才證券金融集團有限公司已發行股本中
每股面值 0.30 港元之普通股股份之接納及過戶表格

All parts should be completed except the sections marked "Do not complete"
除註明「請勿填寫本欄」的部份外，每項均須填妥

Hong Kong branch share registrar: 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

You must insert the total number of Offer Share(s) for which the Offer is accepted. 閣下必須填上接納要約之要約股份總數。	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the ordinary share(s) of HK\$0.30 each in the issued share capital of Bright Smart Securities & Commodities Group Limited held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本接納表格及隨附之綜合文件載列之條款及條件，下述「轉讓人」謹此按下列代價，接納要約並向下述「承讓人」轉讓以下註明之轉讓人所持有的耀才證券金融集團有限公司已發行股本中每股面值0.30港元的普通股股份。		
	Number of Share(s) to be transferred (附註1) 將予轉讓的股份數目	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	TRANSFEROR(S) name(s) and address(es) in full (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
		Registered address 登記地址	Telephone number 電話號碼
	CONSIDERATION (附註2) 代價	HK\$3.28 in cash for each Offer Share 每股要約股份現金3.28港元	
TRANSFEEE 承讓人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	Wealthiness and Prosperity Holding Limited 23/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong 香港銅鑼灣勿地臣街1號時代廣場1座23樓 Corporation 法人團體	

Signed by or for and on behalf of the Transferor(s) in the presence of:

轉讓人或其代表在下列見證人見證下簽署:

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

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

Date of submission of this Form of Acceptance
提交本接納表格之日期

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名登記持有
人均須於本欄簽署

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
Signature of witness 見證人簽署	Wealthiness and Prosperity Holding Limited
Name of witness 見證人姓名	Authorised Signatory(ies) 授權簽署人
Address of witness 見證人地址	
Occupation of witness 見證人職業	
Date of Transfer 轉讓日期:	Signature(s) of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署

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

附註1: 請填寫接納要約之要約股份總數。倘並無填寫數目或倘本表格內填寫之總數超過或低於閣下就接納要約所提交之股份證明書所示之股份數目，而閣下已簽署本接納表格，則本接納表格將被視為並未填妥，因此，閣下之要約接納將會無效。本接納表格將予退回，閣下更正及再次提交。任何經更正接納表格必須在要約最後接納時間或之前再行提交並送達過戶登記處收取。

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

附註2: 向接納獨立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 accompanying Composite Document to the purchaser(s) or transferee(s), or the licensed securities dealer or 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).

The making and the implementation of the Offer to persons with a registered address or ordinary residential address (as applicable) outside or otherwise not residing in Hong Kong may be subject to the laws and regulations of the relevant overseas jurisdictions in which such persons are resident. If you are an Overseas Shareholder, you should observe, at your own responsibility, any applicable legal and regulatory requirements and, where necessary, seek legal advice. If you wish to accept the Offer, it is your sole responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and the payment of any transfer or other taxes due by you in respect of such jurisdictions) and, where necessary, seek legal advice. Acceptance of the Offer by you will be deemed to constitute a representation and warranty from you to the Offeror, the Company and their respective advisers (including Morgan Stanley) that those relevant local laws and regulatory requirements have been complied with. The Offeror, the Offeror Concert Parties, the Company, Morgan Stanley, the Independent Financial Adviser, the Registrar, their respective ultimate beneficial owners, directors, officers, employees, advisers, agents and associates and any other persons involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes you may be required to pay.

This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional. Shareholders are advised to read this Form of Acceptance in conjunction with the accompanying Composite Document before completing this Form of Acceptance. To accept the Offer made by Morgan Stanley for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$3.28 per Offer Share, you should complete and sign this Form of Acceptance overleaf and forward this entire form, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the number of the Offer Shares in respect of which you intend to accept the Offer, by post or by hand, marked "Bright Smart Securities & Commodities Group Limited — Offer" on the envelope, to the Registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible, but in any event, by no later than 4:00 p.m. on Wednesday, 29 April 2026 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the sections headed "1. PROCEDURES FOR ACCEPTANCE" and "4. 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 Morgan Stanley

1. My/Our execution of this Form of Acceptance overleaf (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Morgan Stanley for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Morgan Stanley or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities 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 Offer, as if it/they was/were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Morgan Stanley or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration (rounding up to the nearest cent) to which I/we shall have 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 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 (7) Business Days after the date of receipt by the Registrar of all relevant documents to render the acceptance under the Offer complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code;
(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in BLOCK LETTERS)
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Morgan Stanley 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 the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) or any necessary instrument of transfer or other documents to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to the Offeror and/or Morgan Stanley and/or the Registrar and/or such person or persons as any of them may direct to complete, amend and execute this Form of Acceptance or any document on my/our behalf in connection with my/our acceptance of the Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Offer;
 - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from all liens, claims, charges, equities and encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights, benefits and entitlements attaching to them, including without limitation, the right to receive all dividends and distributions which may be recommended, declared, made or paid, if any, at any time on or after the date on which the Offer is made, being the date of dispatch of the Composite Document;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Morgan Stanley and/or the Company 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; and
 - (h) 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 representation and warranty by me/us to the Offeror, Morgan Stanley and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold free from all liens, claims, charges, equities and encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights, benefits and entitlements attaching to them, including without limitation, the right to receive all dividends and distributions which may be recommended, declared, made or paid, if any, at any time on or after the date on which the Offer is made, being the date of dispatch of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, the Offeror Concert Parties, the Company, Morgan Stanley or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and that such acceptance shall be valid and binding in accordance with all applicable laws.
 3. In the event that my/our acceptance is not valid, or is treated as invalid, 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 I/we 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 Morgan Stanley or any of their agent(s) from the Company or the Registrar on my/our behalf, I/we 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the 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 warrant and represent to the Offeror, Morgan Stanley and the Company 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 warrant and represent to the Offeror, the Company and their respective advisers (including Morgan Stanley) that I am/we are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, have observed the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance (including obtaining of any governmental, exchange control or other consents which may be required) and have complied with all necessary formalities and have paid any transfer or other taxes due in respect of such jurisdiction., and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
 7. I/We warrant and represent to the Offeror, Morgan Stanley 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 Offer.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
 9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
 10. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Morgan Stanley 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, to give:
 - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
 - (c) my/our agreement not to exercise any such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
 11. The English language text of this Form of Acceptance shall prevail over the Chinese version for the purpose of interpretation.

本接納表格乃重要文件，請閣下即時處理。

閣下如對本接納表格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持牌證券交易商或註冊證券機構、銀行或其他代理商，以便轉交買主或承讓人。

向登記地址或慣常住宅地址(如適用)位於香港境外或非居於香港的人士提出與實施要約，可能須受該等人士居住之有關海外司法權區之法例及規例所規管。倘閣下為海外股東，閣下應自行遵守所有適用法律及監管規定，並於有需要時尋求法律意見。閣下如欲接納要約，則須單獨負責確保就接納要約全面遵守任何有關司法權區之法例及規例(包括取得可能所需之任何政府、外匯管制或其他同意，以及遵守一切必要之正式手續，以及支付就該等司法權區應由閣下繳付的任何轉讓或其他稅項)，並在需要時尋求法律意見。閣下接納要約將被視為向要約人、本公司及彼等各自之顧問(包括摩根士丹利)所作之聲明及保證，閣下已遵守當地的有關法律及規例。就閣下可能需要支付之任何稅項，閣下須向要約人、要約人一致行動人士、本公司、摩根士丹利、獨立財務顧問、過戶登記處、彼等各自的最終實益擁有人、董事、高級職員、僱員、顧問、代理人及聯繫人以及參與要約的任何其他人士提供全額彌償保證並確保不致遭受損害。

本接納表格應與隨附之綜合文件一併閱覽。

本接納表格填寫方法

要約為無條件。股東於填寫本接納表格前務請閱覽本接納表格連同隨附之綜合文件。為接納由摩根士丹利代表要約人就每股要約股份3.28港元之現金價格收購閣下之股份提出之要約，請填妥及簽署本接納表格背頁，並將整份表格，連同閣下欲接納要約所涉及之要約股份數目之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之令人信納之一份或多份的彌償保證)，一併以郵寄或專人送交方式，盡快送抵過戶登記處卓佳證券登記有限公司(地址為香港夏愨道16號遠東金融中心17樓)，信封面請註明「耀才證券金融集團有限公司一要約」，惟不得遲於二零二六年四月二十九日(星期三)下午四時正，或根據收購守則要約人可能釐定及公佈之較後時間及/或日期。綜合文件附錄一所載之條文納入本接納表格內並構成本接納表格的一部分。

注意事項：如閣下以代名人或其他身份代表另一位人士持有股份，敬請閱覽綜合文件附錄一「1.接納程序」及「4.代名人登記」各節，尤其關於閣下應加以考慮的該等事項。

有關要約之接納表格

致：要約人及摩根士丹利

1. 本人/吾等一經簽立本接納表格背頁(不論表格是否已註明日期)，本人/吾等的承繼人及受讓人即受此約束，並表示：

- 本人/吾等不可撤回地就本接納表格上所列明的股份數目，按照及根據綜合文件及本接納表格所述之代價及受其條款及條件所規限，接納綜合文件所載由摩根士丹利為並代表要約人提出之要約；
- 本人/吾等不可撤回地指示及授權要約人及/或摩根士丹利或彼等各自的代理人，代表本人/吾等交付隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(如有)(及/或就此所需之令人信納之一份或多份的彌償保證)，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，並將有關股份證明書送交過戶登記處，以及授權及指示過戶登記處按照要約之條款及條件持有該等股票，猶如該等股份證明書已連同本接納表格一併送交過戶登記處；
- 本人/吾等不可撤回地指示及授權要約人及/或摩根士丹利或彼等各自的代理人，就本人/吾等根據要約之條款應得之現金代價(向上約整至最接近的仙位，並扣除本人/吾等就本人/吾等就接納要約應付之賣方從價印花稅)，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，然後儘早惟無論如何不遲於由過戶登記處接獲一切相關文件，致使要約接納為完整及有效並符合收購守則規則30.2註釋1的規定的日期後七(7)個營業日內，按下欄所列地址以普通郵遞方式寄予以下人士，或倘並無於下欄填上姓名及地址，則按本公司股東名冊所示登記地址，寄予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/吾等承擔；

(附註：倘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，請填上該名人士的姓名及地址。)

姓名：(請用正楷填寫).....

地址：(請用正楷填寫).....

- 本人/吾等不可撤回地指示及授權要約人及/或摩根士丹利及/或過戶登記處及/或彼等任何一方可能就此指定之人士，代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為根據要約出售股份之賣方須製備及簽立之成交單據或本人/吾等作為根據要約出售股份之賣方須作出及簽署的任何必須轉讓文書或其他文件，並按照該條例的條文安排為該單據加蓋印章及安排在本接納表格背書證明；
 - 本人/吾等不可撤回地指示及授權要約人及/或摩根士丹利及/或過戶登記處及/或彼等任何一方可能指定之人士，代表本人/吾等填妥、修訂及簽立本接納表格或任何有關本人/吾等接納要約之文件，並作出任何其他可能屬必要或適宜之行動，以將本人/吾等交回以接納要約之股份轉歸要約人及/或其可能指定之人士所有；
 - 本人/吾等承諾於可能屬必要或合宜時簽立有關其他文件及作出行動及事宜，以進一步確保本人/吾等根據接納要約呈交以接納之股份轉讓予要約人或其可能指定之人士，而該等股份已繳足股款並不附帶任何留置權、索償、押記、衡平權及產權負擔、優先購買權及任何性質的任何其他第三方權利，並連同於提出要約當日(即綜合文件寄發日期)或之後任何時間其所附帶之一切權利、利益及權益，包括悉數收取所有於提出要約當日(即綜合文件寄發日期)或之後任何時間可能建議、宣派、作出或派付之股息及其他分派(如有)之權利；
 - 本人/吾等同意追認要約人及/或摩根士丹利及/或本公司或彼等各自的代理人或彼等任何一方可能指定之人士於行使本表格所載任何權利時可能作出或進行的各種行動或事宜；及
 - 本人/吾等同意要約及對要約的所有接納受且將受香港法例規管及據此詮釋，且香港法院將擁有專屬司法管轄權解決就要約可能產生的任何爭議。
2. 本人/吾等明白本人/吾等接納要約，將被視為構成本人/吾等向要約人、摩根士丹利及本公司聲明及保證，(i)本人/吾等所持將根據要約被收購之股份，於出售時概不附帶任何留置權、索償、押記、衡平權及產權負擔、優先購買權及任何性質之第三方權利，並連同於提出要約當日(即綜合文件寄發日期)或之後其所附帶之一切權利、利益及權益，包括悉數收取所有於提出要約當日(即綜合文件寄發日期)或之後任何時間可能建議、宣派、作出或派付之股息及其他分派(如有)之權利；及(ii)本人/吾等並無採取或遺漏採取可能會導致要約人、要約人一致行動人士、本公司、摩根士丹利或參與要約的任何其他人士就要約或本人/吾等的有關接納而違反任何地區的法律或監管規定之任何行動，而有關接納根據所有適用法律應為有效及具約束力。

3. 倘本人/吾等之接納按照要約的條款屬無效或被當作無效，則上文第1段所載之所有指示、授權及承諾將告終止。在此情況下，本人/吾等授權並懇請閣下將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之令人信納之一份或多份的彌償保證)連同已正式註銷之本接納表格以普通郵遞方式一併寄予上文第1(c)段所列之人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者(如為聯名登記股東)，郵誤風險概由本人/吾等承擔。

附註：倘本人/吾等於接納要約時提交過戶收據，而要約人及/或摩根士丹利或彼等之任何代理人在此期間代表本人/吾等向本公司或過戶登記處領取有關股票，則發還予本人/吾等者將為該(等)股票而非過戶收據。

- 本人/吾等附上本人/吾等所持全部/部分股份之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之令人信納之一份或多份的彌償保證)將由閣下按要約之條款及條件持有。本人/吾等明白，送交的任何接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或本公司就此所需之任何彌償保證)概不獲發收訖通知。本人/吾等完全明白，所有文件將以普通郵遞方式發送郵誤風險概由本人/吾等承擔。
- 本人/吾等向要約人、摩根士丹利及本公司保證及聲明，本人/吾等為本接納表格所列股份數目之登記股東，而本人/吾等擁有十足權利、權力及授權，可透過接納要約之方式，向要約人出售及轉讓本人/吾等的股份之所有權及擁有權。
- 本人/吾等向要約人、本公司及彼等各自之顧問(包括摩根士丹利)保證及聲明，本人/吾等根據所有適用法律及規定下獲准接受及接納要約及其任何修訂、本人/吾等已遵守相關司法權區有關接納要約的適用法律及規例(包括取得可能所需之任何政府、外匯管制或其他同意)及本人/吾等已遵守一切必要之正式手續及已支付相關司法權區內股東應付的任何轉讓或其他稅項，而有關接納根據所有適用法律及規例應為有效及具約束力。
- 本人/吾等向要約人、摩根士丹利及本公司保證及聲明，本人/吾等將完全負責就本人/吾等於本公司股東名冊所列地址所在的司法權區就本人/吾等接納要約應付之任何過戶或其他稅項及徵費。
- 本人/吾等知悉，除綜合文件及本接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及無條件。
- 本人/吾等知悉，本人/吾等透過接納要約之方式出售予要約人之股份將以要約人或代名人之名義登記。
- 本人/吾等就根據要約已獲接納或被視為獲接納，而該等接納並未被有效撤回，且尚未以要約人之名義或按其指示登記之股份，向要約人、摩根士丹利及本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)：
 - 本人/吾等授權本公司及/或其代理將可能須向本人/吾等作為本公司股東寄發之任何通告、通函、保證書或其他文件或通訊(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)，註明收件人為要約人並送交過戶登記處(地址為香港夏愨道16號遠東金融中心17樓)；
 - 不可撤回地授權要約人或其代理代表本人/吾等簽署任何同意書，以縮短本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，而該等投票將以要約人全權酌情釐定之方式作出；及
 - 本人/吾等同意，在未經要約人之同意下不會行使任何有關權利，以及本人/吾等不可撤回地承諾不會就任何股東大會委任代表或出席股東大會，以及在上文規限下，如本人/吾等以往已就本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。
- 就詮釋而言，本接納表格之中英文版本如有歧義，概以英文版本為準。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Morgan Stanley, 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 "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 on 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 verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or the Company and/or their respective agents, officers, advisers and the Registrar;
- compiling statistical information and Shareholders profiles;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror, Morgan Stanley, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Morgan Stanley, the Company and/or the Registrar to discharge its or their obligations to the Shareholders and/or 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 Form of Acceptance will be kept confidential but the Offeror and/or Morgan Stanley and/or the Company and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, Morgan Stanley, the Company and/or any of their 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 and/or Morgan Stanley and/or the Company and/or the Registrar, in connection with the operation of their business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Morgan Stanley and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

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

5. Access to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Morgan Stanley and/or 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 Ordinance, the Offeror and/or Morgan Stanley and/or the Company and/or 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, Morgan Stanley, the Company 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於約人、摩根士丹利、本公司及過戶登記處對個人資料之政策及慣例及香港法例第486章個人資料(私隱)條例(「條例」)。

1. 收集閣下個人資料的原因

為就閣下的股份接納要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，這可能導致閣下的接納申請無效，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。

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：

- 處理閣下的接納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；
- 登記閣下名義下的股份轉讓；
- 保存或更新有關股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 發佈要約人及/或本公司及/或彼等各自的代理人、高級職員、顧問及過戶登記處之通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露；
- 披露有關資料以方便進行權利申索；
- 有關要約人、摩根士丹利、本公司及/或過戶登記處業務的任何其他用途；及
- 有關上文任何其他附帶或關連用途及/或令要約人及/或摩根士丹利及/或本公司及/或過戶登記處得以履行彼等對股東及/或監管機構的責任及股東可能不時同意或獲悉的其他用途。

3. 轉交個人資料

本接納表格提供的個人資料將會保密，惟要約人及/或摩根士丹利及/或本公司及/或過戶登記處為達致上述或有關任何上述用途，可能作出彼等認為必須的查詢，以確認個人資料的準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、摩根士丹利、本公司及/或彼等之代理人、高級職員及顧問、過戶登記處以及海外過戶登記總處(如有)；
- 為要約人及/或摩根士丹利及/或本公司及/或過戶登記處之業務經營而向彼等提供行政、電訊、電腦、付款或其他服務的任何代理人、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的任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及/或摩根士丹利及/或本公司及/或過戶登記處於有關情況下認為必須或適當的任何其他人士或機構。

4. 保留個人資料

要約人、摩根士丹利、本公司及過戶登記處將按收集個人資料所需用途保留本表格所收集的個人資料。無須保留之個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

條例規定，閣下有權確認要約人及/或摩根士丹利及/或本公司及/或過戶登記處是否持有閣下的個人資料，獲取該資料副本，以及更正任何錯誤資料。依據條例，要約人及/或摩根士丹利及/或本公司及/或過戶登記處有權就處理任何資料要求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例以及所持資料類別之資料所有請求，須提交予要約人、摩根士丹利、本公司或過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。