

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的內容概不負責，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分內容而產生或因倚賴該等內容而引致的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 those defined in the offer document dated 6 June 2024 (the "Offer Document") issued by Mr. Wang Yongkui.

除文義另有所指外，本接納表格所用詞彙與王永魁先生刊發的日期為二零二四年六月六日的要約文件（「要約文件」）所界定者具有相同涵義。

To be completed in all respects except the sections marked "Do not complete"

除註明「毋須填寫」的部分外，每項均須填寫

FORM OF ACCEPTANCE

接納表格

Share Registrar in Hong Kong:

Tricor Standard Limited

於香港的股份過戶登記處：

卓佳標準有限公司

17/F, Far East Finance Centre

16 Harcourt Road

Hong Kong

香港夏愨道16號

遠東金融中心17樓

WANG YONGKUI

王永魁

VOLUNTARY CASH PARTIAL OFFER BY RAINBOW CAPITAL (HK) LIMITED FOR AND ON BEHALF OF MR. WANG YONGKUI TO ACQUIRE 158,000,000 SHARES IN WISDOM WEALTH RESOURCES INVESTMENT HOLDING GROUP LIMITED (OTHER THAN THOSE ALREADY OWNED BY MR. WANG YONGKUI AND PARTIES ACTING IN CONCERT WITH HIM)

由滋博資本有限公司代表王永魁先生提出自願現金部分收購要約以收購智富資源投資控股集團有限公司的158,000,000股股份

(王永魁先生及其一致行動人士已擁有者除外)

TO ACCEPT THE PARTIAL OFFER (Please refer to the note)

接納部分要約(請參閱附註)

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(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document.

根據本表格及隨附的要約文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有的股份轉讓予下列「承讓人」。

Number of Shares tendered for acceptance 閣下提呈接納的股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票編號		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及完整地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(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\$0.018 in cash for each Share tendered for acceptance and to be taken up by the Offeror (the number of Shares to be taken up by the Offeror is subject to any scaling down in accordance with the terms of the Partial Offer) 以現金0.018港元接納每股提呈接納並獲要約人承購的股份(將由要約人承購的股份數目可按部分要約條款作出任何縮減)	
TRANSFEEE 承讓人	Name 名稱:	Wang Yongkui 王永魁
	Registered address 登記地址:	15A, Tower 1, Hoi Huan, 133 Java Road, North Point, Hong Kong
	Occupation 職業:	Merchant 商人
SIGNED by the parties to this transfer, this _____ day of _____, 2024 由轉讓雙方於2024年____月____日簽署		

Notes: 1. Insert the total number of Shares for which the Partial Offer is accepted. If no number is inserted, your form will be incomplete and will not be accepted. If a number in excess of your registered holding of Shares is inserted, your form will be erroneous and will not be accepted.  
2. Subject to the Partial Offer becoming unconditional in all respects, the total number of Shares taken up by the Offeror from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Offer Document. Fractions of Shares will not be taken up under the Partial Offer. The number of Shares to be purchased from you by the Offeror in respect of your acceptance will be rounded down to the nearest whole number at the discretion of the Offeror.

附註: 1. 填寫接納部分要約的股份總數。倘無填寫數目，則閣下的表格將屬不完整並將不獲接納。倘所填寫數目超過閣下所持有的股份登記持量，則閣下的表格將屬錯誤並將不獲接納。  
2. 待部分要約在各方面成為無條件後，要約人自閣下承購的股份總數將就提呈接納的股份總數按載於要約文件的公式釐定。根據部分要約，非整數的股份將不會獲承購。要約人就閣下的接納將閣下購買的股份數目，將會由要約人的情決定下調以湊整至最接近的整數。

If you have accepted the Partial Offer in this Form of Acceptance, please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Partial Offer. All joint holders must sign.

Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below.

倘閣下於本接納表格中接納部分要約，請於下方簽署一次，以作為轉讓人接納部分要約。所有聯名持有者均須簽署。

閣下應在另一名並非聯名持有人的18歲或以上人士的見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。

Signed by the Transferor(s) in the presence of:

轉讓人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

轉讓人簽署

公司印鑑(如適用)

ALL JOINT

HOLDERS MUST

SIGN HERE

所有聯名持有者

均須於本欄簽署

Do not complete 請勿填寫本欄

Signed by the Transferee in the presence of:

承讓人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

Date of Transfer 轉讓日期

Signed by or behalf of

由以下人士或其代表簽署

Wang Yongkui 王永魁

Authorised Signatory(ies):

授權簽署人:

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理人簽署

**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 Shares, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or transferee(s), 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 Partial Offer is in respect of a company incorporated in Bermuda and listed in Hong Kong and is therefore subject to the procedure and disclosure requirements of laws, regulatory and rules in Hong Kong which may be different to those in other jurisdictions. The ability of Qualifying Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the Partial Offer may be subject to the laws and regulations of the relevant jurisdictions. Such Qualifying Shareholders may be prohibited from participating in the Partial Offer. It is the responsibility of each such Qualifying Shareholder to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents which may be required, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.

Any acceptance of the Partial Offer by such Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. Qualifying Shareholders should consult their professional advisers if in doubt.

This Form of Acceptance should be read in conjunction with the Offer Document. All words and expressions defined in the Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

You should read the Offer Document before completing this form. To accept the Partial Offer made by Rainbow Capital for and on behalf of the Offeror at HK\$0.018 per Share in cash, you should duly complete and sign this form and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for not less than the number of Shares in respect of which you wish to accept the Partial Offer, by post or by hand to the Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong in an envelope marked "Wisdom Wealth Resources Investment Holding Group Limited – Partial Offer" as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on the Final Closing Date or such later time and/or date as the Offeror may decide and announce and the Executive may approve. Unless the Partial Offer is extended or revised in accordance with the Code, no Form of Acceptance received after the Final Closing Date will be accepted.

**FORM OF ACCEPTANCE IN RESPECT OF THE PARTIAL OFFER**

**To: the Offeree Company and the Registrar**

1. My/Our execution of this Form of Acceptance shall also be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our acceptance of the Partial Offer made by Rainbow Capital for and on behalf of the Offeror in respect of the number of Shares inserted in this form and subject to the terms set out or referred to in the Offer Document and this Form of Acceptance, and such acceptance shall be irrevocable except in the circumstances that such accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and Rainbow Capital or their respective agent(s) to send a cheque marked "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 Partial Offer (taking into account of any scaling down of my/our acceptance, stamp duty and the fees payable to the Registrar in respect of lost or unavailable Share certificates) and (if applicable) any Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for Shares not taken up by the Offeror by ordinary post at my/our own 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;  
*(Insert name and address of the person to whom the cheque should 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, Rainbow Capital 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 Partial 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;
  - (d) my/our irrevocable instruction and authority to each of the Offeror, Rainbow Capital 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 Partial 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 Partial Offer;
  - (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Partial Offer on and subject to the terms set out or referred to in the Offer Document and this Form of Acceptance;
  - (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 Partial Offer to the Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Final Closing Date;
  - (g) my/our irrevocable instruction and authority to the Offeror, Rainbow Capital and/or their respective agent(s) to collect from 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 (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), 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 Partial Offer as if it/they were Share certificate(s) delivered to the Registrar together with this Form of Acceptance.
2. I/We understand that acceptance of the Partial Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Rainbow Capital that the number of Share(s) specified in this Form of Acceptance will be sold free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Final Closing Date.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request the Offeror, Rainbow Capital, the Registrar and/or such person or persons as any of them may direct 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 requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or 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.  
*Note:* Where I/we 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, Rainbow Capital and/or any of their agent(s) from the Company or the Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.
4. I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror, Rainbow Capital, the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Partial Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) 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 each of the Offeror, Rainbow Capital, the Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Acceptance and I/we have the full, power and authority to tender, sell, assign or transfer my/our Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Partial Offer.
6. It is the responsibility of each Qualifying Shareholder who is a citizen, resident or national of a jurisdiction outside of Hong Kong to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.
7. Any acceptance of the Partial Offer by any Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror and that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Rainbow Capital and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

#### 1. Reasons for the collection of your personal data

In accepting the Partial 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 Partial 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 or compliance with the terms and application procedures set out in this Form of Acceptance and the Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, its agents such as financial advisers, and/or the Registrar;
- 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 or the Offeree Company; and
- any other incidental or associated purposes relating to the above and other purpose 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, Rainbow Capital 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, Rainbow Capital, any of their agents and/or advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Rainbow Capital and/or the Registrar, in connection with the operation of their businesses;
- 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, Rainbow Capital and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Rainbow Capital and/or the Registrar holds 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, Rainbow Capital and/or the Registrar has/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, Rainbow Capital or the Registrar (as the case may be).

**BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.**

### 個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關於要約人、滙博資本及股份過戶登記處及有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)的政策及慣例。

#### 1. 收集閣下個人資料的原因

於接納有關閣下股份的部分要約時，閣下須提供所需的個人資料。倘未能提供所需資料，則可能導致閣下的接納在處理時變成無效、遭拒絕受理或遭到延誤。同時亦可能妨礙或延遲寄發閣下根據部分要約應得的代價。

#### 2. 用途

閣下於本接納表格提供的個人資料可能會被用作、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或遵循本接納表格及要約文件載列的條款及申請手續；
- 登記以閣下名義進行的股份轉讓；
- 存置或更新股份的相關持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 分派來自要約人、其代理(例如財務顧問)及/或登記處的通訊；
- 編製統計資料及股東資料；
- 確立股東的受益權利；
- 披露相關資料以便申索權益；
- 根據法律、規則或法規的要求(無論法定或其他規定)作出披露；
- 有關要約人或受要約公司業務的任何其他用途；及
- 有關上文所述的任何其他附帶或關聯用途，以及股東可能不時同意或獲知會的其他用途。

### 個人資料

#### 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、滙博資本及/或登記處可作出彼等認為必需的查詢，以確認個人資料的準確性，惟以達致上述或有關任何上述用途的範圍為限，尤其彼等可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料：

- 要約人、滙博資本、彼等的任何代理及/或顧問以及登記處；
- 為要約人、滙博資本及/或登記處提供與其業務營運有關的行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易的任何其他人士或機構，例如閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人、滙博資本及/或登記處認為必需或適當情況下的任何其他人士或機構。

#### 4. 查閱及更正個人資料

根據條例的規定，閣下有權確定要約人、滙博資本及/或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。根據條例，要約人、滙博資本及/或登記處有權就辦理獲取任何查閱資料的要求收取合理費用。查閱資料或更正資料或查詢有關政策及慣例及所持資料類別的所有要求，應向要約人、滙博資本或登記處(視情況而定)提出。

**一經簽署本接納表格，即表示閣下同意上述各項。**