Hong Kong Exchange Transfer ("FAT HK" ges 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 and K<sup>(1)</sup> 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 FAT HK.

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**接納及轉讓表格**(「**香港接納及轉讓表格**」)之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示概不會就本 香港接納及轉讓表格全部或任何部份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。 Unless the context otherwise requires, terms used in this FAT HK shall bear the same meanings as those defined in the composite document dated 17 January 2025 (the "**Composite Document**") jointly issued by China Mark Limited and Courage Investment Group Limited. 除文義另有所指外,本**香港接納及轉讓表格**所用詞彙與華建有限公司及勇利投資集團有限公司聯合刊發日期為二零二五年一月十七日之綜合文件([**综合文件**])所界定者具有相同涵義。

THIS FAT HK FOR USE IF YOU WANT TO ACCEPT THE OFFER. 閣下如希望接納要約,請使用本香港接納及轉讓表格。



# **COURAGE INVESTMENT GROUP LIMITED** 勇利投資集團有限公司

(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Hong Kong Stock Code: 1145) (香港股份代號:1145) (Singapore Stock Code: CIN) (新加坡股份代號: CIN)

# FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF PAR VALUE OF US\$0.001 EACH IN THE ISSUED SHARE CAPITAL OF COURAGE INVESTMENT GROUP LIMITED 勇利投資集團有限公司 已發行股本中每股面值0.001美元之普通股 之接納及轉讓表格

All parts should be completed in full (except the section marked "Do not complete") 每項均須填妥(除註明「請勿填寫本欄」一節外)

HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE: TRICOR INVESTOR SERVICES LIMITED (the "Registrar HK") 香港股份過戶登記分處:卓佳證券登記有限公司(「香港過戶登記處」)

17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong

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 accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) of par value of US\$0.001 each held by the Transferor(s) specified below, subject to the terms and conditions contained herein and in the accompanying Composite Document. 在本表格及隨附之綜合文件載列之條款及條件規限下,下列「**轉讓人**」謹此接納要約並按下列代價,將以下註明由其持有每股面值0.001美元之股份轉讓予下列「**承讓人**」。

	Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	FIGURES 數目		WORDS 大寫
	Share certificate number(s) 股票號碼			
TRANSFEROR(S) name(s) and address in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	name(s) and address in full	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 代價	HK\$0.1094 in cash for each Offer Share 每股要約股份現金0.1094港元		
	TRANSFEREE 承讓人	Name: 名稱: Registered address: 登記地址: Occupation: 職業:	China Mark Limited 華建有限公司 Flat C & D, 8th Floor, Centre Mark 香港皇后大道中305-313號永業中, Corporation 法人團體	II, 305-313 Queen's Road Central, Hong Kong

Please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Offer. All joint registered holders of the Share(s) must sign

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

倘 閣下接納要約,請作為轉讓人於下方簽署一次。所有聯名登記股份持有人均須簽署。

閣下應在另一名並非聯名登記股份持有人的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。

ALL JOINT REGISTERED HOLDERS OF THE SHARES Signed by or for and on behalf of the Transferor(s) in the presence of: MUST SIGN HERE 所有聯名登記 持有股份之人士 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 均需於本欄簽署

Name of witness 見證人姓名

Address of witness 見證人地址

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/公司印章(如適用)

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

Occupation of witness 見證人職業

Do not complete 請勿填寫本欄					
Signed by or for and on behalf of the Transferee in the presence of: 承護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 <b>China Mark Limited 華建有限公司</b> Authorised Signatory(ies) 授權簽署人				
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 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 Share(s) for which the Offer is accepted. If no number is inserted or if a number of Share(s) inserted in this FAT HK is greater than the number of Share(s) held by you or greater than that represented by the certificate for Share(s) inserted in this FAT HK is greater than the number of Share(s) held by you or greater than that represented by the certificate for Share(s) the Offer will be invalid. This FAT HK is respect of the Offer will be considered to be incomplete and accordingly, your acceptance of the Offer will be invalid. This FAT HK will be returned to you for correction and resubmission. Any corrected FAT HK must be resubmitted and received by Registrar HK on or before the latest time of acceptance of the Offer. The Mark big as the start bi Note:

附註

THIS FORM OF ACCEPTANCE 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, a bank manager, solicitor, professional accountant or other professional adviser.

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

Get Nice is making the Offer on behalf of the Offeror. The availability of the Offer to any Overseas Shareholders may be affected by the applicable laws and regulations of their relevant jurisdictions of residence. Overseas Shareholders should observe any applicable legal and regulatory requirements and, where necessary, consult their own professional advisers. It is your responsibilities if you governmental, exchange control or other consent and any registration or filing which may be required or the compliance with other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes and duties due by you in respect of the acceptance of the Offer in such jurisdictions). The Offeror and the parties acting in concert with it, the Company, Get Nice, Registrar HK, Registrar SG, CDP or any of their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay.

Any acceptance of the Offer by you will be deemed to constitute a representation and warranty from you to the Offeror that the local laws and requirements have been complied with. You should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers on deciding whether or not to accept the Offer.

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

#### HOW TO COMPLETE THIS FORM

The Offer is conditional. Shareholders are advised to read this FAT HK in conjunction with the Composite Document carefully before completing this FAT HK.

To accept the Offer made by Get Nice on behalf of the Offeror to acquire your Share(s), you should complete and sign this FAT HK overleaf and forward this entire FAT HK, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Share(s) in respect of which you wish to accept the Offer, by post or by hand, in an envelope marked "Courage Investment Group Limited – Offer", to Registrar HK, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, as soon as possible and in any event no later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce with the consent of the Executive.

# FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

## To: The Offeror and Get Nice

- My/Our execution of this FAT HK overleaf (whether or not this FAT HK is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by Get Nice on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Share(s) specified in this FAT HK. If no number is inserted in the box titled "Number of Share(s) to be transferred" or a number of Share(s) inserted in this FAT HK is greater than the number of Share(s) held by me/us or greater than that represented by the certificate for Shares tendered for acceptance of the Offer and I/we have signed this FAT HK will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by Registrar HK on or before the latest time of acceptance of the Offer. I/we understand that, if the number of Share(s) shown in the share certificate is not wholly accepted by me/us, I/we shall apply to Registrar HK for new share certificate representing such number of shares to be accepted and shown in this FAT HK;
  - (b) my/our irrevocable instruction and authority to each of the Offeror, Get Nice and/or any of their respective agent(s) to collect from Courage Investment Group Limited (the "Company") or Registrar HK on my/our behalf the relevant Share Certificate(s) in respect of the Share(s) 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 required in respect thereof), which has/have been duly signed by me/us and to deliver the same to Registrar HK and to authorize in instruct Registrar HK to hold such Share Certificate(s), subject to the terms and conditions of the Offer, as if it was/they were delivered to Registrar HK together with this FAT HK;
  - (c) my/our irrevocable instruction and authority to each of the Offeror, Get Nice and/or any of their respective agent(s) to send a cheque crossed "Not negotiable account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer (less seller's Hong Kong ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our own risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event no later than seven (7) Business Days the later of (i) the date on which the Offer becomes, or is declared unconditional; and (ii) the date receipt of a complete and valid acceptance in respect of the Offer, pursuant to Rule 20.1 and 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.)

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice and/or Registrar HK 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) 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;
- (e) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice and/or Registrar HK and/or such person or persons as any of them may direct to complete and execute the FAT HK 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 (or such person or persons as it may direct) my/our Share(s) tendered for acceptance under 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 Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all encumbrances together with all rights attached thereto as at the date of the Composite Document, including the right to receive in full all dividends and other distributions, if any, declared, paid or made on or after the date of the Composite Document; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Get Nice and/or any of their respective agent(s) or such persons as any of them may direct on the exercise of any of the authorities contained herein.
- 2. J/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror. Get Nice and the Company that (i) the Share(s) held by me/us to be acquired under the Offer are sold free from all encumbrances together with all rights attached thereto as at the date of the Composite Document, including the right to receive in full all dividends and other distributions, if any, declared, paid or made on or after the date of the Company. Get Nice 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 am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
- 3. I/We hereby warrant and represent to the Offeror, Get Nice and the Company that I an/we are the registered holder(s) of the Share(s) 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.
- 4. In the event that my/our acceptance is treated as invalid 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 or any one of you to return to me/us my/our Share Certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this FAT HK duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1 (c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company.
  - Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror or Get Nice or any of their respective agent(s) from the Company or Registrar HK on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).
- 5. I/We hereby warrant and represent to the Offeror 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 making any registration or filing which may be required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
- 6. I/We hereby warrant and represent to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us 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.
- 7. 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 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 this FAT HK, Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
- 8. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee(s).
- D. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Get Nice and the Company (so as to bind my/our successors and assignees) that in respect of the Share(s) 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 Share(s) into certificated form) to the attention of the Offeror at Registrar HK 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 exercise a form of proxy in respect of such Share(s) appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Share(s) on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
  - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
- 10. I/We acknowledge that, save as expressly provided in the Composite Document and this FAT HK, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

#### 本接納表格乃重要文件 ,請立即處理 。

#### 閣下如對本香港接納及轉讓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商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已售出或轉讓名下所有股份 ,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方或承讓人 ,或經手買賣或轉讓之銀行 、持牌證券交易商或註冊證券商或其他代理商 ,以便轉交 買方或承讓人 。

結好證券代表要約人作出要約。向任何海外股東提呈要約可能受其居住地之相關司法權區適用法律及法規影響。海外股東務須遵守任何適用法律及監管規定,並於必要時自行徵詢專業顧問的 意見。 閣下如希望接納要約,則有責任自行全面遵守相關司法權區有關接納要約的法律及法規(包括但不限於取得可能需要之任何政府、外匯管制或其他同意及任何登記或存檔,或遵守其 他必要手續、監管及/或法律規定,以及繳付任何 閣下於有關司法權區就接納要約應繳之轉讓款項或其他税項或徵費)。要約人及其一致行動人士、本公司、結好證券、香港過戶登記處、 新加坡過戶登記處、CDP或彼等各自的最終實益擁有人、董事、高級職員、代理、顧問及聯繫人士及任何其他參與要約的人士均有權獲全面彌償且毋須就 閣下可能須付之任何税項及徵費承 擔任何責任。

閣下接納要約將被視為構成 閣下對要約人表明及作出保證,表示 閣下已遵守當地法律及規定。 閣下於決定是否接納要約時應諮詢 閣下的持牌證券交易商或註冊證券商、銀行經理、律 師、專業會計師或其他專業顧問。

#### 本香港接納及轉讓表格應與綜合文件一併閱讀。

#### 本表格填寫方法

要約為有條件。股東務請先一併細閱本香港接納及轉讓表格及綜合文件後,方始填寫本香港接納及轉讓表格。

閣下如希望接納結好證券代表要約人提出收購 閣下股份之要約,應填妥及簽署本**香港接納及轉讓表格**之背頁,然後將整份**香港接納及轉讓表格**並連同就不少於 閣下有意接納要約所涉及之 股份數目之相關股票(「**股票**」)及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之彌償保證)以郵遞或以專人盡快送交香港過戶登記處,地扯為**香港夏慤道16號遠東金 融中心17樓**,信封面請註明「**勇利投資集團有限公司-要約**」,惟無論如何須於**截止日期下午四時正**(或要約人在取得執行人員的同意下可能釐定並公佈之有關較後時間及/或日期)前送達。

#### 有關要約之接納表格

#### 致:要約人及結好證券

- 1. 本人/吾等簽立本**香港接納及轉讓表格**之背頁(不論本**香港接納及轉讓表格**是否已註明日期),本人/吾等之繼承人及受讓人將受此約束,並構成:
  - (a) 本人/吾等按綜合文件及本**香港接納及轉讓表格**所載代價及條款與條件,就本**香港接納及轉讓表格**所列明之股份數目,不可撤回地接納綜合文件所載由結好證券代表要約人提出之 要約。倘並無於本**香港接納及轉讓表格**中「將予轉讓之股份數目」一欄上填上有關股份數目或填上的股份數目大於本人/吾等所持有的股份數目或大於就接納要約提呈股票所顯示的股 份數目,而本人/吾等已簽署本**香港接納及轉讓表格**,則本**香港接納及轉讓表格**將退還予本人/吾等以作更正及重新提交。任何已更正表格將須於接納要約的最後時限或之前重新 提交及由香港過戶登記處收訖。本人/吾等知悉,倘股票所示之股份數目並非由本人/吾等悉數接納,則本人/吾等應向香港過戶登記處申請新股票,以代表將予接納並於本**香港 接納及轉讓表格**上列示的有關股份數目;
  - (b) 本人/吾等不可撤回地分別指示並授權要約人、結好證券及/或彼等各自之任何代理人,代表本人/吾等從勇利投資集團有限公司(「貴公司」)或香港過戶登記處領取將根據本人/ 吾等已正式簽署且呈交之隨附過戶收據及/或其他所有權文件(如有)(及/或任何就此所需令人信納之彌償保證)發行予本人/吾等之股份之相關股票,並將有關股票送交香港過戶登 記處,以及授權並指示香港過戶登記處根據要約之條款及條件持有有關股票,猶如有關股票與本**香港接納及轉讓表格**一併送交香港過戶登記處無異;
  - (c) 本人/吾等不可撤回地分別指示並授權要約人、結好證券及/或彼等各自之任何代理人,將本人/吾等根據要約之條款應得之現金代價(減本人/吾等就接納要約應付之賣方香港從 價印花税),以「不得轉讓一只准入給頭人賬戶」方式劃線開出支票予本人/吾等,然後根據收購守則規則20.1及規則30.2註釋1,盡早惟無論如何不遲於以下較晚者後七(7)個營業日: (i)要約成為或宣佈為無條件當日;及(ii)接獲要約之完整有效接納當日,按以下地址以普通郵遞方式寄發予下文所列人士(如未有於下欄列明姓名及地址,則按 貴公司股東名冊所示 之登記地址寄予本人或吾等當中排名首位之人士(如屬聯名登記股東),郵誤風險由本人/吾等自行承擔;

(附註:倘接收支票之人士並非登記股東或排名首位之聯名登記股東,則請在本欄填上接收支票人士之姓名及地址。)

姓名:(請用正楷填寫) .....

- 地址:(請用正楷填寫)
- (d) 本人/吾等不可撤回地分別指示並授權要約人及/或結好證券及/或香港過戶登記處及/或彼等任何一方可能就此指示之一名或多名人士代表本人/吾等以根據要約出售股份賣方之身份,訂立及簽立香港法例第117章印花税條例所規定須由本人/吾等訂立及簽立之買賣單據,並安排按該條例之條文加蓋印花及在本**香港接納及轉讓表格**背書證明;
- (e) 本人/吾等不可撤回地分別指示並授權要約人及/或結好證券及/或香港過戶登記處及/或彼等任何一方可能指示之一名或多名人士代表本人/吾等就本人/吾等該納要約填妥並簽 立本香港接納及轉讓表格或任何文件,並作出任何其他必需或適當行動,以使本人/吾等根據要約提交以供接納之股份轉歸要約人(或其可能指定之該名或該等人士)所有;
- (f) 本人/吾等承諾進一步確保於可能屬必要或適當時簽立其他文件並作出有關行動及事宜,以進一步確保本人/吾等根據要約提交以供接納之股份轉讓予要約人或其可能指定之該名或 該等人士,而上述股份將不附帶一切產權負擔及於綜合文件日期所附帶之一切權利,包括悉數收取於綜合文件日期或之後宣派、派付或作出之一切股息及其他分派(如有)之權利; 19
- (g) 本人/吾等同意追認要約人及/或結好證券及/或彼等各自之任何代理人或彼等任何一方可能指示之一名或多名人士於行使本**香港接納及轉讓表格**所載任何授權時可能作出或進行之 各種行動或事宜。
- 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、結好證券及貴公司保證,(i)本人/吾等所持有並將根據要約獲收購之股份於出售時將不附帶一切產權負擔及於綜 合文件日期所附帶之一切權利,包括悉數收取於綜合文件日期或之後宣派、源付或作出之一切股息及其他分派(如有)之權利;及(ii)本人/吾等並無採取或遭漏採取任何行動,而將會或 可能導致要約人、其實益擁有人及與其一致行動的人士、貴公司、結好證券或任何其他人士違反任何司法權區與要約或本人/吾等接納要約有關之法例或監管規定,且本人/吾等根據 一切適用法律及法規獲准接收及接納要約及其任何修訂,而該接納將根據一切適用法律及法規屬有效及具約束力。
- 本人/吾等謹此向要約人、結好證券及 貴公司保證及聲明,本人/吾等為本**香港接納及轉讓表格**所列明股份之登記持有人,而本人/吾等具有充分權利、權力及授權以接納要約之方 式,向要約人出售及移交本人/吾等之股份之所有權及擁有權。
- 4. 倘根據要約之條款,本人/吾等之接納被視作無效,則上文第1段所載一切指示、授權及承諾將告終止,在此情況下,本人/吾等授權並要求 閣下或其中任何一方以普通郵遞方式將 本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之獨償保證),速同已正式註銷之本**香港接納及轉讓表格**一併寄回上文第1(c)段所指人士及地 址,或如姓名及地址欄內空白,則按 貴公司股東名冊所示登記地址寄回本人或吾等當中排名首位之人士(如屬聯名登記股東),郵誤風險概由本人/吾等自行承擔。
  - 附註:倘 关下寄扰一份或以上遏户收权而要约人或结好证券或该等各自之任何代理人任何一方同时於 阁下接纳要约後代表 阁下从 费公司或香港遏户登记处领取相关股票,则 阁下将护交遣股票而並非遏户收据。
- 5. 本人/吾等謹此向要約人及 貴公司保證及聲明,本人/吾等符合本人/吾等於 貴公司股東名冊所列地址所在司法權區關於本人/吾等接納要約方面之法例,包括遵守所有必要之正式 手續、監管及/或法例規定取得可能需要之任何政府、外匯管制或其他方面之同意及作出任何登記或存檔;本人/吾等已就該接納支付應付之所有發行、轉讓款項或其他税項及徵費或其 他所需款項;及該接納將根據一切適用法律及法規屬有效及具約束力。
- 6. 本人/吾等謹此向要約人及 貴公司保證及聲明,本人/吾等將全面負責支付本人/吾等於 貴公司股東名冊所列本人/吾等之地址所在司法權區就本人/吾等接納要約應付之任何轉讓 款項或其他税項及徵費。
- 7. 本人/吾等茲附上本人/吾等持有之全部/部份股份之相關股票及/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彌償保證),由 閣下按要約之條款及條件予 以持有。本人/吾等了解所交回之本**香港接納及轉讓表格**、股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需令人信納之彌償保證)概不獲發確認收據。本人/吾等亦了解 以普通郵遞方式寄發所有文件之郵誤風險概由本人/吾等自行承擔。
- 8. 本人/吾等確認以接納要約之方式向要約人出售本人/吾等之股份,將以要約人或其代名人之名義登記。
- 9. 本人/吾等就要約所涉及已接納或被視為已接納股份,而其接納並未被有效撤回及並無以要約人之名義或按其指示登記,向要約人、結好證券及 貴公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之繼承人及受讓人):
  - (a) 本人/吾等授權 貴公司及/或其代理人將可能須向本人/吾等作為 貴公司股東寄發之任何通告、通函、證明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)送交香港過戶登記處(地址為香港夏愨道16號遠東金融中心17樓)予要約人;
  - (b) 不可撤回地授權要約人或其代理人代表本人/吾等簽署任何同意書,同意縮短 貴公司任何股東大會通知期及/或出席及/或簽立有關該等股份之代表委任表格,以委任要約人提 名之任何人士出席相關股東大會(或其任何續會),以及代表本人/吾等行使該等股份所附帶之投票權,而該等投票權將以要約人全權酌情釐定之方式作出投票;及
  - (c) 本人/吾等同意,在未得要約人之同意下不會行使任何相關權利,以及本人/吾等不可撤回地承諾不會就任何股東大會委任代表,或親身出席股東大會,及在上文所規限下,如本人/吾等以往已就 貴公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或作出投票,則本人/吾等譴此明示撤回有關委任。
- 10. 本人/吾等確認,除綜合文件及本**香港接納及轉讓表格**明確規定外,在此作出之所有接納、指示、授權及承諾均為不可撤回及為無條件。

# PERSONAL DATA

#### Personal Information Collection Statement

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

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

To accept the 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 should inform the Offeror and/or Get Nice and/or the Company and/ or Registrar HK 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 of your acceptance and verification of 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(s);
- maintaining or updating the relevant register of holders of Share(s);
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- establishing your entitlements under the Offer:
- distributing communications from the Offeror, Get Nice and/or the Company or their respective agents, officers, advisers and Registrar HK; .
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other incidental or associated purposes relating to the above and/ or to enable the Offeror, Get Nice, the Company and/or Registrar HK to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to or be informed of.

#### Transfer of personal data 3.

The personal data provided in this FAT HK will be kept confidential but the Offeror, Get Nice, the Company and/or Registrar HK 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, Get Nice and/or their respective agent(s), officers, advisers and Registrar HK;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Get Nice, the Company and/or Registrar HK, 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 bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Get Nice, the Company and/or Registrar HK consider(s) to be necessary or desirable in the circumstances.

#### 4 Retention of personal data

The Offeror, Get Nice and/or Registrar HK 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 Privacy Ordinance.

#### Access to and correction of personal data 5.

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, Get Nice, the Company and/or Registrar HK hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Offeror, Get Nice, the Company and Registrar HK 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, Get Nice, the Company and/or Registrar HK (as the case may be) at the respective addresses provided on this **FAT HK** and/or the Composite Document.

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

# 個人資料

#### 個人資料收集聲明

本個人資料收集聲明旨在知會 關下有關要約人、結好證券、本公司及香港過戶登記處有關個人資料 及香港法例第486章《個人資料(私隱)條例》(「**私隱條例**」)之政策及慣例。

收集 閣下個人資料之理由 1.

倘 關下希望就所持有之股份接納要約,則須提供所需之個人資料。倘 閣下未能提供所需資 料,則可能會導致 關下之接納遭拒絕或延誤處理。這亦可能妨礙或延誤寄發 閣下根據要約 應得之代價。注意:如所提供的資料不準確, 閣下須即時知會要約人及/或結好證券及/或本 公司及/或香港過戶登記處。

- 用涂 2.
  - 閣下於本**香港接納及轉讓表格**所提供之個人資料可能會就下列用途加以運用、持有及/或保存 (以任何方式):
  - 處理 閣下之接納及核實遵從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; .
  - 登記將股份從 閣下名下轉讓;
  - 保存或更新相關之股份持有人名册;
  - 核實或協助核實簽名,以及對任何其他資料進行核實或交換;
  - 確定 閣下根據要約應得之權利;
  - 自要約人、結好證券及/或本公司或其各自之代理人、高級職員、顧問及香港過戶登記 處收取通訊;

  - 編製統計資料及股東概覽;
  - 遵照法律、規則或規例(無論法定或非法定)之要求作出披露;
  - 披露有關資料以便申索或享有權利;
  - 與要約人、結好證券、本公司及/或香港過戶登記處業務有關之任何其他用途;及
  - 與上文所述有關之任何其他附帶或相關用途及/或以便要約人、結好證券、本公司及/ 或香港過戶登記處履行彼等對股東及/或監管機構之責任及股東可能不時同意或獲悉之其 他用途

# 本**香港接納及轉讓表格**所提供之個人資料將會保密,但要約人、結好證券、本公司及/或香 港邊戶登記處可能會作出彼等認為必要之查詢以確定個人資料之準確性,以便資料可達致上述 或任何有關之用途,尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料 (不論在香港境內或境外):

- 要約人、結好證券及/或其各自之代理人、高級職員、顧問及香港過戶登記處;
- 為要約人、結好證券、本公司及/或香港過戶登記處之業務經營向彼等提供行政、電 訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商;
- 任何監管或政府機構;
  - 與 閣下進行交易或建議進行交易之任何其他人士或機構,例如往來銀行、律師、會計 師、持牌證券交易商或註冊證券商;及
- 要約人、結好證券、本公司及/或香港過戶登記處認為必需或適當情況下之任何其他人 士或機構。

#### 保留個人資料

轉交個人資料

要約人、結好證券及/或香港過戶登記處將按收集個人資料之用途需要保留本**香港接納及轉讓** 表格內提供之個人資料。無需保留之個人資料將會根據私隱條例銷毀或處理。

#### 查閲及更正個人資料 5.

私隱條例賦予 關下權利確定要約人、結好證券、本公司及/或香港過戶登記處是否持有 閣下之個人資料,索取該等資料副本及更正任何不正確資料。根據私隱條例,要約人、結好證券、本公司及香港過戶登記處均有權就處理任何查閱資料之要求收取合理費用。有關於查閱資料或更正資料或詢問關於政策及僅例及所持資料類別之要求,應按本**當港檢約及轉讓表格**及/或綜合文件所提供相關地址向要約人、結好證券、本公司及/或香港過戶登記處(視乎情 況而定)提出。

閣下簽署本表格,即表示同意上述所有條款。