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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，概不就因本接納表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 7 August 2017 (the "Composite Document") jointly issued by Genius Lead Limited and Rui Kang Pharmaceutical Group Investments Limited.

除文義另有所指外，本接納表格所用詞彙與 Genius Lead Limited 與銳康藥業集團投資有限公司共同刊發日期為二零一七年八月七日之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 FOR USE IF YOU WANT TO ACCEPT THE OFFER.

接納表格在 閣下欲接納要約時適用。



RUI KANG PHARMACEUTICAL GROUP INVESTMENTS LIMITED

銳康藥業集團投資有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(於開曼群島註冊成立並在百慕達繼續營業之有限公司)

(Stock code: 8037)

(股份代號: 8037)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF RUI KANG PHARMACEUTICAL GROUP INVESTMENTS LIMITED 銳康藥業集團投資有限公司已發行股本中每股面值0.10港元之普通股之接納及過戶表格

All parts should be completed
每項均須填寫

Branch share registrar and transfer office in Hong Kong: Union Registrars Limited

香港股份過戶登記分處: 聯合證券登記有限公司

Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong

香港北角英皇道338號華懋交易廣場2期33樓3301-04室

FOR THE CONSIDERATION stated below, the "Transferor" named below hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.10 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.

根據本接納表格及綜合文件載列之條款及條件，下列「轉讓人」現按下列代價，將以下註明由其持有每股面值0.10港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(es) in full 轉讓人全名及地址 (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 代價	HK\$0.51 in cash for each Share 每股股份現金0.51港元	
TRANSFEEE 承讓人	Name 名稱: Genius Lead Limited Correspondence address: 通訊地址: Room A-B, 16/F, China Overseas Building, 139 Hennessy Road, Wanchai, Hong Kong Occupation 職業: Corporation 法人團體	

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

轉讓人或其代表在下列見證人見證下簽署:

Signature of witness 見證人簽署: _____

Name of witness 見證人姓名: _____

Address of witness 見證人地址: _____

Occupation of witness 見證人職業: _____

Signature(s) of 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 signature of this Form of Acceptance
簽署本接納表格之日期

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名
持有人均需
於本欄簽署

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions as set out in the Composite Document, and that the signing and submission of this Form of Acceptance by the signing Shareholder(s) do not render the transfer of Share(s) contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.

署名股東謹此確認要約須根據綜合文件所載條款及條件所規限，由署名股東簽署及呈交本接納表格不會令據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須於下文所列轉讓日期由承讓人簽署，方可作實。

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 Genius Lead Limited
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 of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署
Date of transfer 轉讓日期: _____	

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted in the box title "Number of Share(s) to be transferred" or if the total number of Shares specified is greater than your registered holding of Shares and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the Shares as shall be equal to 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) tendered by you. If the number inserted in the box title "Number of Share(s) to be transferred" on this Form of Acceptance is smaller than your registered holding of Shares and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the Shares equal to the number of the Shares inserted in this Form of Acceptance.

附註: 請填上接納要約之股份總數。如 閣下並無在本接納表格上「將予轉讓之股份數目」一欄填上數目或所填數目超過 閣下所持之登記持股票，而 閣下已簽署本接納表格，則 閣下將被視為就相等於 閣下所交回股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)之股份接納要約。倘本接納表格上「將予轉讓之股份數目」一欄所填數目少於 閣下所持之登記持股票，而 閣下已簽署本接納表格，則 閣下將被視為就相等於本接納表格所填股份數目之股份接納要約。

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in 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 transferred all your Share(s), you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or transferee(s) or to 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 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 or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to 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, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, its beneficial owner and parties acting in concert with any of them, the Company, Guoyuan Capital, Zhaobangji International, the Registrar, any of their respective directors and professional advisors and all persons involved in the Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay. **Acceptance of the Offer by you will be deemed to constitute a representation and warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Offer.**

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Document before completing this Form of Acceptance. To accept the Offer made by **Guoyuan Capital and Zhaobangji International for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.51 per Share**, you should duly complete and sign this form overleaf and forward this form, 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 Shares in respect of which you wish to accept the Offer, by post or by hand, marked "Rui Kang Pharmaceutical Group Investments Limited – General Offer" on the envelope, to **Union Registrars Limited (the "Registrar") at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong as soon as possible after receipt of this Form of Acceptance and the Composite Document, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Monday, 28 August 2017 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I of the Composite Document are incorporated into and form part of this Form of Acceptance.**

If you require any assistance in completing this Form of Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Offer, please contact the Registrar at Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong or at (852) 2849 3399 during Offer Period from 9:00 a.m. to 5:00 p.m., Monday to Friday (excluding public holidays).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror, Guoyuan Capital and Zhaobangji International

1. My/Our execution of this Form of Acceptance overleaf (which shall be dated and duly completed pursuant to Appendix I of the Composite Document) shall be binding on our successors and assignees, and shall constitute:
 - (a) my/our acceptance of the Offer made by Guoyuan Capital and Zhaobangji International 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 and such acceptance shall be irrevocable except in the circumstances that such accepting Shareholders 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/or Guoyuan Capital and/or Zhaobangji International and/or any of their respective agent(s) to collect from the Company or 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 (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 the Registrar and to authorise and instruct the Registrar to hold such Share Certificate(s), subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Guoyuan Capital and/or Zhaobangji International 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 ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer and the fees payable to the Registrar in respect of lost or unavailable Share Certificates), 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 within seven (7) Business Days after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;
(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in block letters)
Address: (in block letters)
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Guoyuan Capital and/or Zhaobangji International and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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, executed and delivered 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 form in accordance with the provisions of that Ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the by-laws of the Company and to make endorsement on it under that Ordinance;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Guoyuan Capital and/or Zhaobangji International and/or such person or persons as any of them may direct to complete, amend and execute 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 liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date on which the Offer is made, including, without limitation, the right to receive all future dividends and other distributions declared, paid or made, if any, on or after the date on which the Offer is made, in respect of the Share(s) tendered for acceptance under the Offer;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Guoyuan Capital and/or Zhaobangji International and/or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein;
 - (h) my/our appointment of the Offeror and/or Guoyuan Capital and/or Zhaobangji International as my/our attorney in respect of all the Share(s) to which this form relates; and
 - (i) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, including any revision or extension of the terms of such Offer, in the case of any revision, where the Offer is revised and the consideration offered under such revised Offer does not represent on such date (on such basis as Guoyuan Capital and Zhaobangji International, on behalf of the Offeror may consider appropriate) a reduction in the value of the Offer in its original or any previously revised form(s). Also my/our instruction and authority to each of the Offeror, Guoyuan Capital and/or Zhaobangji International and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance.
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, Guoyuan Capital, Zhaobangji International and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights accruing or attaching thereto on or after the date on which the Offer is made or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and other distributions declared, paid or made, if any, on or after the date on which the Offer is made; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner and parties acting in concert with any of them, the Company, Guoyuan Capital, Zhaobangji International 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 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 and the Company that I/we am/are the registered holder(s) of the Share(s) specified in this form and I/we have the full right, power and authority to tender, sell, assign and pass the title and ownership of my/our Share(s) (together with all rights accruing or attaching thereto) 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 the Offeror, Guoyuan Capital, Zhaobangji International and 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this form 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 and/or Guoyuan Capital and/or Zhaobangji International and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, such Share Certificate(s) will be returned to you 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 any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements.
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 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 the Offeror, Guoyuan Capital, Zhaobangji International and the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Offer. I/We understand that no acknowledgement or receipt of this 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.
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.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Guoyuan Capital, Zhaobangji International 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 Suites 3301-04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong;
 - (b) an irrevocable authority to the Offeror and/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 subject to the Takeovers Code; 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 Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格之任何方面或應採取之行動有任何疑問，應諮詢 閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。 閣下如已售出或轉讓名下所有股份，應立即將本接納表格及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或其他代理商，以便轉交予買主或承讓人。

相關司法管轄區的法律有可能禁止或影響向海外股東作出之要約。如果 閣下為海外股東，則應自行取得有關要約於相關司法管轄區中之含義諮詢適當法律意見，或自行了解並遵守任何適用之法律或監管規定。 閣下如欲接納要約，則有責任自行了解並確保全面遵守所有相關司法管轄區與此相關之法律及監管規定，包括但不限於取得可能所需之任何政府、外匯管制或其他方面之同意及任何登記或存檔，並遵守所有必要的手續、監管及/或法律要求。 閣下亦須全面負責支付 閣下就相關司法管轄區應付之任何轉讓或其他稅項及關稅。要約人、其資產擁有人及與其一致行動人士、該公司、國元融資、兆邦國際、股份過戶登記處或彼等各自之任何董事及專業顧問及所有涉及要約的人士及彼等各自之代理均有權就 閣下可能須付之任何稅項獲 閣下全面彌償及毋須就此承擔任何責任。 閣下接納要約將視為構成 閣下作出聲明及保證所有適用之法律及規例允許 閣下接收及接納要約及其任何修改，而該接納根據所有適用法律及規例為有效及具約束力。 閣下決定是否接納要約，建議 閣下諮詢專業意見。

如何填寫本接納表格

股東務請先一併閱讀本接納表格與綜合文件後，始行開始填寫本接納表格。 閣下如接納由國元融資及兆邦國際代表要約人提出以現金每股0.51港元之價格收購 閣下所持股份而提出的要約，應填妥及簽署本表格之背頁，並將整份表格連同不少於 閣下欲接納要約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/或任何就此所需並令人信納之一項或多項彌償保證)，於收到本接納表格及綜合文件後盡快及無論如何不得遲於二零一七年八月二十八日(星期一)下午四時正(香港時間)前或要約人在根據《收購守則》的情況下可能決定及公佈的其他較後時間及/或日期，以郵遞或專人送遞方式送交聯合證券登記有限公司(「股份過戶登記處」)，地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室，信封面請註明「銳康藥業集團投資有限公司—全面收購要約」。綜合文件附錄一載有之條文，已收錄及成為本接納表格之一部分。

閣下如對填寫本接納表格需要任何協助或對要約之提呈及交收程序或任何其他類似方面有任何查詢，請於要約期星期一至星期五上午九時正至下午五時正(公眾假期除外)，聯絡股份過戶登記處，地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室，或致電(852) 2849 3399。

要約之接納表格

致：要約人、國元融資及兆邦國際

- 本人/吾等一經簽署上頁的接納表格(應根據綜合文件附錄一註明日期及適時完成)，本人/吾等之承繼人及受讓人將受此約束，並構成：
 - 本人/吾等遵循綜合文件及本接納表格所提及之代價及載列之條款及條件，就本接納表格所指之股份數目接納由國元融資及兆邦國際代表要約人提出之要約，而該項接納不可撤回，除非該名接納之股東根據《收購守則》規則第19.2條或依照《收購守則》規則第17條獲授權回權利之情況則除外；
 - 本人/吾等不可撤回地指示及授權要約人及/或國元融資及/或兆邦國際及/或彼等各自之代理，代表本人/吾等憑藉交回經本人/吾等正式簽署之隨附過戶收據及/或其他所有權文件(如有)(及/或任何就此所需並令人信納之一項或多項彌償保證)而從該公司或股份過戶登記處領取就股份將發行予本人/吾等之股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處根據股份要約之條款及條件持有該(等)股票，猶如該(等)股票已連同本接納表格一併送交股份過戶登記處；
 - 本人/吾等不可撤回地指示及授權要約人及/或國元融資及/或兆邦國際及/或彼等各自之任何代理，各自將本人/吾等根據要約之條款應收之現金代價以「不得轉讓—只准入抬頭人賬戶」方式劃線開出之支票(扣除本人/吾等與本人/吾等接納要約相關之應付賣家之從價印花稅及就遺失或未能出示股票而向股份過戶登記處應付之費用)，儘早惟無論如何自股份過戶登記處收到所有相關文件以呈現要約之接納為完整及有效之日期後之七(7)個營業日內以普通郵遞方式寄至下文所列人士及地址，或下文如無填上姓名及地址，則按該公司股東名冊所示之登記地址寄予本人或(如屬聯名註冊股東)吾等當中排名首位之人士，有關郵遞風險概由本人/吾等自行承擔；
(附註：如接收支票之人士並非註冊股東或排名首位之聯名註冊股東，則請在本欄填上應收取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).....

 - 本人/吾等不可撤回地指示及授權要約人及/或國元融資及/或兆邦國際及/或彼等任何一方可就此指定之一名或多名有關人士，各自代表本人/吾等訂立、簽立及送交按香港法例第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而須訂立、簽立及送交之買賣單據，並按該條例之規定安排該單據蓋印花及安排在本接納表格背書證明，及訂立、簽立及送交由聯交所指明格式之在該公司章程下可能必要以實現有效轉移股份之任何其他文件或文書及按該法例在其背書證明；
 - 本人/吾等不可撤回地指示及授權要約人及/或國元融資及/或兆邦國際及/或彼等任何一方可能指定之一名或多名有關人士，各自代表本人/吾等填妥、修改及簽立任何有關本人/吾等接納要約之文件，以及辦理任何其他必須或權宜之手續，以將本人/吾等根據要約而提呈接納之股份，歸屬於要約人或其可能指定之一名或多名有關人士；
 - 本人/吾等承諾於必要或合宜時簽立該等進一步文件及以進一步保證之形式作出該等行動及事宜，將本人/吾等根據要約提呈接納之股份轉讓予要約人或其可能指定之一名或多名有關人士，而不附帶一切任何留置權、押記、期權、索賠、產權、不利權益、第三方權利及產權負擔，並連同該要約作出的日期或之後累積或附帶之一切權利，包括但不限於收取就根據要約提呈接納之股份作出的日期或之後宣派、派付或作出之任何將來股息或其他分派(如有)的權利；
 - 本人/吾等同意追認要約人及/或國元融資及/或兆邦國際及/或任何彼等各自之代理或彼等任何一方可能指定之一名或多名有關人士就行使任何在此所載權力可作出或使生效的每一行為或事情；
 - 本人/吾等委任要約人及/或國元融資及/或兆邦國際就與本接納表格有關之所有股份為本人/吾等之授權人；及
 - 本人/吾等明白本人/吾等簽立本接納表格即被視作根據及遵守綜合文件及本接納表格所載或所指之條款(包括該要約之條款之任何修訂或延長)構成接納要約，而就任何修訂而言，指要約經修訂而該經修訂要約之價值在該日(按國元融資及兆邦國際(代表要約人)認為適當之基準)較原訂或任何原先經修訂形式之價值減少。同時，本人/吾等指示及授權要約人、國元融資及/或兆邦國際及/或股份過戶登記處或彼等各自之代理，或彼等任何一方可能就此指定之有關人士，各自代表本人/吾等接納任何此等經修訂之要約及代表本人/吾等以本人/吾等之名義簽署所有該等進一步文件(如有)以作此項接納有效。
- 本人/吾等明白本人/吾等接納要約，將被視為構成本人/吾等向要約人及國元融資及兆邦國際及該公司保證(i)本人/吾等持有之根據要約將予收購之股份是在不附帶一切第三方權利、留置權、押記、衡平權、購股權、索賠、不利權益及產權負擔的情況下出售，並連同該要約作出的日期或之後所附帶之累積或附帶之一切權利，包括但不限於收取在該要約作出的日期或之後宣派、派付或作出之任何股息或其他分派(如有)的權利；及(ii)本人/吾等沒有採取或遺漏採取可能導致要約人、其資產擁有人及與其一致行動人士、該公司、國元融資、兆邦國際或任何其他他人就要約或本人/吾等接納要約而違反任何地區之法律或監管規定之任何行動，及所有適用法律及法規允許接收及接納要約及其任何修訂，及該接納根據所有適用法律及法規為有效及具約束力。
- 本人/吾等向要約人及該公司作出保證及聲明，本人/吾等為本接納表格所註明之股份之註冊股東，而本人/吾等具有十足權利、權力及授權，以接納要約之方式向要約人提呈、出售及轉讓本人/吾等之股份及轉移本人/吾等之股份之所有權及擁有權(連同其所累算或附帶之一切權利)。
- 倘根據要約之條款，本人/吾等之接納被視為無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人/吾等授權並要求要約人、國元融資、兆邦國際、股份過戶登記處及/或彼等指定之一名或多名有關人士，向本人/吾等退還本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)，並連同已正式註銷之本接納表格，一併以普通郵遞方式郵寄予上文第1(c)段所列之人士及地址，或如無列明姓名和地址，則按該公司股東名冊所示之登記地址寄予本人或(如屬聯名註冊股東)吾等當中排名首位之人士，郵遞風險概由本人/吾等承擔。
附註：倘 閣下交回一份或以上過戶收據，而同時要約人、國元融資、兆邦國際及/或彼等各自之任何代理人當 閣下接納要約時已代表 閣下向該公司或股份過戶登記處領取相關之股票，則該等股票而非過戶收據將退還予 閣下。
- 本人/吾等向要約人及該公司作出保證及聲明本人/吾等就本人/吾等之接納要約符合該公司之股東名冊所示之地址之司法管轄區之法律，包括取得可能需要之任何政府、外匯管制或其他方面之同意及可能需要之任何登記或存檔，並遵守所有必要的手續、監管及/或法律要求。
- 本人/吾等向要約人及該公司作出保證及聲明本人/吾等就本人/吾等之接納要約須全數負責支付於該公司之股東名冊所示之本人/吾等地址之司法管轄區之任何轉讓或其他應繳稅項及關稅。
- 本人/吾等茲附上將由要約人、國元融資、兆邦國際及股份過戶登記處及/或彼等任何一方可能指定之一名或多名有關人士根據要約條款及條件持有之本人/吾等全部或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/或任何就此所需並令人信納之一項或多項彌償保證)。本人/吾等明白交回之接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)概不獲發收據。本人/吾等亦了解所有文件將以普通郵遞方式寄發，郵遞風險概由本人/吾等自行承擔。
- 本人/吾等確認本人/吾等以接納要約之方式出售予要約人之股份將以要約人或其代理人之名義登記。
- 本人/吾等不可撤回地承諾、聲明、保證及與要約人、國元融資、兆邦國際及該公司同意(以約束本人/吾等之繼承人及受讓人)就根據要約接納或被視為接納而該接納尚未被有效撤回及尚未以要約人之名義或根據其指示登記之股份給予：
 - 本人/吾等授權予該公司及/或其代理人將可能需要向本人/吾等作為該公司股東寄發任何通告、通函、保證書或其他文件或通訊(包括任何股票及/或因轉換該(等)股份為證書形式而發出之其他所有權文件)致股份過戶登記處(地址為香港北角英皇道338號華懋交易廣場2期33樓3301-04室)予要約人；
 - 不可撤回授權要約人及/或其代理人代表本人/吾等簽署該公司任何股東大會之任何同意書，同意縮短該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，以委任要約人提呈之任何人士出席有關股東大會(或其任何續會)，及代表本人/吾等行使該等股份附帶之表決權，而該投票之方式將由要約人根據《收購守則》全權酌情決定；及
 - 本人/吾等同意在沒有要約人之同意下不行使任何該等權利，及本人/吾等不可撤回地承諾不就有關股東大會委任代表或出席任何有關股東大會，及除上述外，倘本人/吾等先前已委任除要約人或其代理人或獲委任人之代表以供或出席或在該公司之股東大會上投票，本人/吾等在此明確撤銷有關委任。
- 本人/吾等確認，除綜合文件及本接納表格明文規定者外，據此作出之所有接納、指示、授權及承諾均屬不可撤回及無條件。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Guoyuan Capital, Zhaobangji International, 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 "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 inform the Offeror, Guoyuan Capital, Zhaobangji International, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or 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;
- maintaining or updating the relevant register of Shareholder(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, Guoyuan Capital, Zhaobangji International or their respective agents, officers and advisers and the Registrar;
- 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 purpose in connection with the business of the Offeror, Guoyuan Capital, Zhaobangji International or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Guoyuan Capital, Zhaobangji International, the Company and/or the Registrar 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.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror, Guoyuan Capital, Zhaobangji International, 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, Guoyuan Capital, Zhaobangji International, the Company and/or their agent(s), officers and advisers and 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, Guoyuan Capital, Zhaobangji International, the Company and/or the Registrar, in connection with the operation of its business;
- the Stock Exchange, the SFC and any other 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, Guoyuan Capital, Zhaobangji International, the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, Guoyuan Capital, Zhaobangji International, 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 Privacy Ordinance, the Offeror, Guoyuan Capital, Zhaobangji International, the Company and 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, Guoyuan Capital, Zhaobangji International, the Company and/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

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、國元融資、兆邦基國際、該公司及股份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。

1. 收集閣下個人資料之理由

倘閣下欲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，則可能會導致閣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。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約人、國元融資、兆邦基國際、該公司及/或股份過戶登記處。

2. 用途

閣下於本接納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或遵從本接納表格及綜合文件載列之條款及申請手續；
- 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冊；
- 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；
- 確立閣下根據要約應得之配額；
- 要約人、國元融資、兆邦基國際或其各自之代理人、高級職員及顧問及股份過戶登記處分發通訊；
- 編製統計資料及股東概覽；
- 遵照法律、規則或法規(無論法定或其他方面者)之要求作出披露；
- 披露有關資料以便申索或獲得權益；
- 與要約人、國元融資、兆邦基國際或股份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、國元融資、兆邦基國際、該公司及/或股份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。

3. 轉交個人資料

本接納表格所提供之個人資料將會保密，但要約人、國元融資、兆邦基國際、該公司及/或股份過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、國元融資、兆邦基國際、該公司及/或其代理人、高級職員及顧問及股份過戶登記處及海外主要股份過戶登記處(如有)；
- 為要約人、國元融資、兆邦基國際、該公司及/或股份過戶登記處就彼等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；
- 聯交所、證監會及任何其他監管或政府機構；
- 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、持牌證券商或註冊證券機構；及
- 要約人、國元融資、兆邦基國際、該公司及/或股份過戶登記處認為必須或適當情況下之任何其他人士或機構。

4. 查閱及更正個人資料

私隱條例賦予閣下權利確定要約人、國元融資、兆邦基國際、該公司及/或股份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、國元融資、兆邦基國際、該公司及股份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。所有關於查閱資料或更正資料或詢問關於政策及慣例及所持資料類別之要求，應向要約人、國元融資、兆邦基國際、該公司及/或股份過戶登記處(視乎情況而定)提出。

閣下簽署本接納表格，即表示同意上述所有條款。