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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批准及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批准及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 Approval and Acceptance shall bear the same meanings as those defined in the composite document dated 18 January 2019 (the "Composite Document") jointly issued by Sunluck Services Limited and Midland Holdings Limited.

除文義另有所指外，本批准及接納表格所用詞彙與 Sunluck Services Limited 及 Midland Holdings Limited 美聯集團有限公司 \* 聯合刊發日期為 2019 年 1 月 18 日之綜合要約文件 (「綜合要約文件」) 所界定者具有相同涵義。

Branch Share Registrar in Hong Kong:  
Tricor Abacus Limited

香港股份過戶登記分處：  
卓佳雅柏勤有限公司

To be completed in all respects as appropriate except the sections marked "Do not complete"  
除註明「請勿填寫本欄」之部分外，每項均須適當地填寫

FORM OF APPROVAL AND ACCEPTANCE  
批准及接納表格

Midland Holdings Limited  
美聯集團有限公司 \*

(Incorporated in Bermuda with limited liability)  
(於百慕達註冊成立之有限公司)  
(Stock Code : 1200)  
(股份代號 : 1200)

Level 22, Hopewell Centre,  
183 Queen's Road East,  
Hong Kong  
香港  
皇后大道東 183 號  
合和中心 22 樓

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER BY GET NICE SECURITIES LIMITED ON BEHALF OF  
SUNLUCK SERVICES LIMITED TO ACQUIRE 57,443,680 SHARES IN THE SHARE CAPITAL OF MIDLAND HOLDINGS LIMITED  
FROM QUALIFYING SHAREHOLDERS


結好證券有限公司代表 SUNLUCK SERVICES LIMITED 提出自願附條件現金部分要約  
向合資格股東收購 MIDLAND HOLDINGS LIMITED 美聯集團有限公司 \* 股本中 57,443,680 股股份

\* for identification purpose only 僅供識別

TO APPROVE THE PARTIAL OFFER

批准部分要約

Box A 甲欄

To approve the Partial Offer, please put a tick "✓" here 批准部分要約，請在此填上「✓」號			Number of Shares in respect of which the Partial Offer is approved 批准部分要約涉及之要約股份數目 (If you wish to approve the Partial Offer in respect of ALL of the Shares held by you, please put down "ALL" below 如 閣下欲就 閣下所持有之所有股份批准部分要約，請在下面填上「全部」) _____ Shares (股)	
SHAREHOLDER name(s) and address in full 股東全名及完整地址 (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	Telephone number 電話號碼
	Registered address 登記地址			

TO ACCEPT THE PARTIAL OFFER

接納部分要約

Box B 乙欄

FOR THE CONSIDERATION stated below the "Transferor" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附之綜合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之股份轉讓予下列「受讓人」。			
Number of Shares tendered for acceptance 閣下提呈接納之股份數目	(If you wish to tender ALL of the Shares held by you for acceptance of the Partial Offer, please put down "ALL" below 如 閣下欲就 閣下所持有之所有股份提呈接納部分要約，請在下面填上「全部」) _____ Shares (股)		
Share certificate number(s) 股票編號			
TRANSFEROR name(s) and address in full 轉讓人全名及地址 (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	Telephone number 電話號碼
	Registered address 登記地址		
CONSIDERATION 代價	HK\$2.00 in cash for each Share tendered for acceptance 以現金每股 2.00 港元提呈接納股份		
TRANSFEEE 受讓人	Name 名稱： Correspondence address: 通訊地址： Occupation 職業：	Sunluck Services Limited Rooms 2505-8, 25th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong 香港德輔道中 19 號環球大廈 25 樓 2505-8 室 Corporation 法團	

Note 註：

Please refer to the section headed "HOW TO COMPLETE THIS FORM OF APPROVAL AND ACCEPTANCE" on the second page of this Form of Approval and Acceptance for further instructions for filling in Box A and Box B of this Form of Approval and Acceptance.

有關填寫本批准及接納表格中甲欄及乙欄之進一步指示，請查閱本批准及接納表格之第三頁題為「本批准及接納表格填寫方法」一節。

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 Composite Document. Fractions of Shares will not be taken up under the Partial Offer. The number of Shares to be taken up from you by the Offeror in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Offeror.

待部分要約在各方面成為無條件後，要約方自 閣下承購之股份總數將就提呈接納之股份總數按載於綜合要約文件之公式釐定。股份的分數將不會根據部分要約獲得承購。要約方就 閣下之接納將向 閣下承購的股份數目，將由要約方決定向上或下湊整至最接近之整數。

If you have voted in Box A to approve the Partial Offer and/or accepted the Partial Offer in Box B of this Form of Approval and Acceptance, please SIGN BELOW ONCE in the capacity as Qualifying Shareholder to approve the Partial Offer and/or as the Transferor to accept the Partial Offer (as the case may be).

If you have accepted the Partial Offer, 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, address and occupation where indicated below. All joint holders must sign.

倘 閣下於本批准及接納表格中甲欄批准部分要約及/或乙欄接納部分要約，請於下文簽署一次，以作為合資格股東批准部分要約及/或作為轉讓人接納部分要約(視情況而定)。

倘 閣下接納部分要約，閣下應在並非另一名聯名持有人之 18 歲或以上人士之見證下簽署，而該人士亦須如下所示簽署及填寫其姓名、地址及職業。所有聯名持有人均須簽署。

Signed by the Transferor 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 \_\_\_\_\_

ALL JOINT  
HOLDERS MUST  
SIGN HERE

所有聯名  
持有人均須  
於本欄  
簽署

Signature(s) of Qualifying Shareholder/Transferor

Company chop, if applicable

合資格股東/轉讓人簽署

公司印鑑(如適用)

Do not complete 請勿填寫本欄

Signed by or on behalf of the Transferee in the presence of:

受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 \_\_\_\_\_

Date of Transfer 轉讓日期 \_\_\_\_\_

For and on behalf of 代表

Sunluck Services Limited

Correspondence address: Rooms 2505-8, 25th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong

通訊地址：香港德輔道中 19 號環球大廈 25 樓 2505-8 室

Occupation 職業：Corporation 法團

Authorised Signatory(ies):

授權簽署人：\_\_\_\_\_

Signature of Transferee

受讓人簽署

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

**If you are in any doubt as to any aspect of this Form of Approval and 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 Approval and Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). (Only one Form of Approval and Acceptance will be accepted from each Qualifying Shareholder by the Share Registrar.)**

The acceptance of the Partial Offer by persons who are citizens or residents or nationals of, or an entities incorporated in, a jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of, or an entity incorporated in, a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Partial Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and registrations requirements which may be required and the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in the relevant jurisdiction. Acceptance of the Partial Offer by you will constitute a representation and warranty by you that you have fully observed all applicable legal and other requirements and that the Partial Offer may be accepted by you lawfully under the laws of the relevant jurisdiction.

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

**HOW TO COMPLETE THIS FORM OF APPROVAL AND ACCEPTANCE**

You should read the Composite Document before completing this form.

**For Qualifying Shareholders who wish to approve and accept the Partial Offer, they are reminded to complete both Box A and Box B of the Form of Approval and Acceptance.**

Whether you accept the Partial Offer or not, you may approve the Partial Offer by completing Box A in this Form of Approval and Acceptance and return it to the Share Registrar. For the purpose of such approval, each Share shall be entitled to ONE vote only. Multiple votes in respect of the same Share will not be taken into account in counting the approval of the Partial Offer. Only ONE Form of Approval and Acceptance will be accepted from you and only ONE vote for each Share may be casted. If you put a tick "✓" to indicate your approval of the Partial Offer but no number of Shares in respect of such approval is specified or any other information in Box A of this Form of Approval and Acceptance is missing, incomplete or erroneous, the approval of the Partial Offer will not be considered as valid until the number of Shares in respect of such approval is specified and/or such missing, incomplete or erroneous information has been completed and rectified in the Form of Approval and Acceptance. You may approve the Partial Offer in respect of the total number of Shares you hold even though you do not intend to accept the Partial Offer and/or the number of Shares voted may be more than the number of Shares tendered for acceptance.

Irrespective of the above, you may specify the number of Shares in respect of which you tender for acceptance of the Partial Offer. If no number of Shares in respect of such acceptance is specified or any other information in Box B of this Form of Approval and Acceptance is missing, incomplete or erroneous, the acceptance of the Partial Offer will not be considered as valid until the number of Shares in respect of such acceptance is specified and/or such missing, incomplete or erroneous information has been completed and rectified in the Form of Approval and Acceptance.

To approve and/or accept the Partial Offer made by Get Nice for and on behalf of the Offeror to acquire your Shares, you should duly complete and sign this form and forward this entire form, together with 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 exact number of Shares in respect of which you wish to tender for acceptance of the Partial Offer, by post or by hand, marked "Midland Holdings Limited – Partial Offer" on the envelope, to the Share Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. on Friday, 8 February 2019 (being the First Closing Date) or such other time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce. Unless the Partial Offer is extended or revised in accordance with the Takeovers Code, no Form of Approval and Acceptance received after the Final Closing Date will be accepted.

**If you require any assistance in completing this Form of Approval and Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Partial Offer, please contact the Share Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong or at its hotline at (852) 2980 1333.**

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

**To: The Offeror and Get Nice**

**To: The Company and the Share Registrar**

1. My/Our execution of this Form of Approval and Acceptance (whether or not such form is dated) shall also be binding on my/our personal representatives, heirs, successors and assignees, and shall constitute:

(a) my/our approval of the Partial Offer made by Get Nice for and on behalf of the Offeror in respect of the number of Shares specified in Box A of this form held by me/us and/or my/our acceptance of the Partial Offer made by Get Nice for and on behalf of the Offeror and subject to the terms set out or referred to in the Composite Document and this Form of Approval and Acceptance in respect of the number of Shares specified in Box B of this form held by me/us (subject to adjustment), and such approval and/or acceptance shall be irrevocable except, in the case of acceptance of the Partial Offer, in compliance with Rule 17 of the Takeovers Code or in the circumstances that the Executive requires that Accepting Shareholders be granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code;

(b) my/our irrevocable instruction and authority to each of the Offeror and Get Nice 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 and (if applicable) any 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) (if applicable) for Shares not taken up or, if applicable, Share certificate(s) in respect of the balance of such Shares (taking into account any adjustment of my/our acceptance, stamp duty and the fees payable to the Share Registrar in respect of lost or unavailable Share certificates) 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 as soon as possible but in any event within 7 Business Days following the Final Closing Date;

(Insert name and address of the person to whom the cheque and (if applicable) Share certificates and any other relevant documents 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 and/or Get Nice and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to date this document and 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 and accepted under the Partial Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Approval and Acceptance, or cause a stamp certificate to be issued in respect of this Form of Approval and Acceptance, in accordance with the provisions of that Ordinance;

(d) my/our irrevocable instruction and authority to each of the Offeror and/or Get Nice 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 approval and/or 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) accepted under the Partial Offer;

(e) my/our understanding that my/our execution of this Form of Approval and Acceptance shall be deemed to constitute approval and/or acceptance of any extension or revision of the terms of the Partial Offer in respect of the Shares indicated above (where, in the case of any revision of the terms of the Partial Offer, the consideration offered under such revised Partial Offer does not represent on such date of revision (on such basis as Get Nice, on behalf of the Offeror, may consider appropriate) a reduction in the value of the Partial Offer in its original or any previously extended or revised form(s)), and also my/our instruction and authority to each of the Offeror and/or Get Nice and/or the Share Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such extended or revised Partial 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;

(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) accepted under the Partial Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date;

(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 their respective agents or such person or persons as any of them may direct on the exercise of any rights contained herein; and

(h) my/our irrevocable instruction and authority to the Offeror and/or Get Nice and/or their respective agent(s) to collect from the Share Registrar on my/our behalf the share certificate(s) of Shares 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 Share Registrar and to authorise and instruct the Share 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 Share Registrar together with this Form of Approval and 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 Get Nice that (i) the number of Share(s) specified in this Form of Approval and Acceptance for the purpose of acceptance of the Partial Offer will be sold free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror or Get Nice or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Partial Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Partial Offer, and any revision thereof, and that such acceptance is valid and binding on me/us 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 Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, and I/we authorise and request the Offeror and/or Get Nice and/or the Share Registrar and/or such person or persons as any of them may direct to return to me/us my/our share certificate(s) of Shares and any other relevant documents, together with this Form of Approval and Acceptance 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 of members of the Company.

Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) of the Company has/have been collected by any of the Offeror and/or Get Nice and/or any of their respective agent(s) from the Company or the Share 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) accepted under the Partial Offer and to be held by the Offeror and/or Get Nice and/or the Share 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 Approval and 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 and/or Get Nice and/or the Share 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 Approval and Acceptance for the purposes of approval and/or acceptance of the Partial Offer, as the case may be, and I/we have the full right, power and authority to tender and pass the title and ownership of any of my/our Share(s) tendered for acceptance under the Partial Offer to the Offeror.

6. I/We represent and warrant to the Offeror 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 approval and/or acceptance of the Partial Offer, including the obtaining of any governmental approvals, exchange control approvals or other consents, any filing or registration requirements which may be required and the compliance with all necessary formalities or legal requirements.

7. I/We warrant to the Offeror that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Partial Offer.

8. I/We acknowledge that, save as otherwise provided in the Composite Document and this Form of Approval and Acceptance expressly, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

9. (Only applicable to Shareholder(s) whose registered address is situated in the United Kingdom or who are otherwise situated in the United Kingdom) I/We represent and warrant to the Offeror that I/we have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") (*investment professionals*) or I/we fall within Article 49(2)(a) to (d) of the Order (*High net worth companies, unincorporated associations etc.*)

本批准及接納表格乃重要文件，請即處理。

閣下如對本批准及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。閣下如已將名下之股份全部售出或以其他方式轉讓，應立即將本批准及接納表格及隨附之綜合要約文件送交予買主或受讓人，或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或受讓人。(股份過戶登記處僅會接納每名合資格股東遞交一份批准及接納表格。)

屬香港以外司法權區之市民或居民或國民之人士或於有關司法權區註冊成立之實體接納部分要約可能會受有關司法權區之法例禁止或影響。倘閣下為香港以外司法權區之市民或居民或國民或於有關司法權區註冊成立之實體，應自行了解並遵守任何適用法律規定。閣下如欲接納部分要約，須自行負責就此全面遵守有關司法權區之相關法例(包括於取得任何可能規定之政府批准、外匯管制批准或其他同意或存檔及登記規定，以及遵守其他必要手續或法律規定以及支付於有關司法權區應付之任何轉讓或其他稅項及徵費)。閣下接納部分要約將構成閣下聲明及保證，閣下已全面遵守所有適用法律及其他規定，且閣下可合法根據有關司法權區之法例接納部分要約。

本批准及接納表格應與綜合要約文件一併閱讀。

#### 本批准及接納表格填寫方法

閣下務請細閱綜合要約文件後方填寫本表格。

合資格股東如欲批准及接納部分要約，務請填妥批准及接納表格甲欄及乙欄。

不論閣下是否接納部分要約，閣下可透過填妥本批准及接納表格甲欄及交回股份過戶登記處以批准部分要約。就批准而言，每股股份僅享有一票投票權。於點算批准部分要約之票數時，涉及同一股股份之重複投票將不予計算在內。僅從閣下接納一份批准及接納表格，且每股股份僅享有一票投票權。倘閣下填上「✓」號表明閣下批准部分要約，但並無註明所涉及之股份數目或本批准及接納表格甲欄之任何其他資料有遺漏、未填妥或有錯誤，則部分要約之批准將不會被視為有效，直至批准及接納表格註明所涉及之股份數目及/或有關遺漏、未填妥或錯誤之資料經填妥及更正為止。即使閣下無意接納部分要約及/或已投票之股份數目可能超逾就接納所提呈之股份數目，閣下仍可就此閣下所持有之股份總數批准部分要約。

無論上述情況如何，閣下可註明提呈接納部分要約之股份數目。倘並無註明有關該接納之股份數目或在本批准及接納表格乙欄上之任何其他資料有遺漏、未填妥或有錯誤，則部分要約之接納將不會被視為有效，直至批准及接納表格註明有關該接納之股份數目及/或有關遺漏、未填妥或錯誤之資料經填妥及更正為止。

閣下如批准及/或接納由結好證券代表要約方提出之部分要約，以收購閣下之股份，則應填妥並簽署本表格，並最遲須於2019年2月8日(星期五)(即首個截止日期)下午四時正前或要約方根據收購守則可能決定及公佈之其他時間及/或日期前將整份表格連同閣下欲提呈接納部分要約確切股份數目之有關股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲信納之任何彌償保證或多項彌償保證)(如適用)以郵遞或專人送遞方式送交股份過戶登記處，地址為香港皇后大道東183號合和中心22樓，信封面請註明「美聯集團有限公司一部分要約」。除非部分要約根據收購守則獲延期或修訂，否則於最後截止日期後收到之批准及接納表格將不獲受理。

閣下如對填寫本批准及接納表格需要任何協助或就部分要約之提呈及結算程序或任何其他類似方面有任何疑問，請聯絡股份過戶登記處，其地址為香港皇后大道東183號合和中心22樓，或致電其熱線(852) 2980 1333。

#### 部分要約之接納及轉讓表格

致：要約方及結好證券

致：貴公司及股份過戶登記處

1. 本人/吾等一經簽署本批准及接納表格(不論該表格是否已註明日期)，本人/吾等之遺產代理人、承繼人、接任人及受讓人亦將受此約束，並表示：

(a) 本人/吾等就本人/吾等持有本表格甲欄所註明之股份數目批准由結好證券代表要約方提出之部分要約及/或本人/吾等依據及受制於綜合要約文件及本批准及接納表格所載或所指條款，就本人/吾等持有本表格乙欄所註明之股份數目接納由結好證券代表要約方提出之部分要約，(均受制於接納股數之調整)，此批准及/或接納不得撤回，惟倘接納部分要約，依據收購守則規則17或執行人員根據收購守則規則19.2要求賦予有關接納股東權利撤回則除外；

(b) 本人/吾等不可撤回地指示及授權要約方及結好證券或彼等各自之任何代理，各自將本人/吾等根據部分要約之條款應收之現金代價以「不得轉讓一只准入抬頭人帳戶」方式劃線開出之支票及(如適用)未獲承購股份之任何股票及/或過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲信納之任何彌償保證或多項彌償保證)(如適用)或(如適用)該等股份餘額之股票(經計及任何就本人/吾等接納之調整、印花稅及就遺失或未能出示股票而應付股份過戶登記處之費用)，以普通郵遞方式儘快且無論如何於最後截止日期後之7個營業日內寄至下述人士及地址，或如無填上姓名或地址，則寄至本人或(如屬聯名登記股東)吾等中排名首位者在股東名冊所示登記地址，有關郵遞風險概由本人/吾等承擔；

(如收取支票及(如適用)股票及任何有關文件之人士與登記股東或名列首位之聯名登記股東之地址不同，則請在本欄填上應收取支票及股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) \_\_\_\_\_

(c) 本人/吾等不可撤回地指示及授權要約方及/或結好證券及/或彼等任何一方可能就此指定之有關人士，各自代表本人/吾等於本文件註明日期並製備及簽立按香港法例第117章印花稅條例第19(1)條規定本人/吾等作為部分要約項下出售及接納股份之賣方須製備及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本批准及接納表格背書證明，或安排就本批准及接納表格發出蓋印證書；

(d) 本人/吾等不可撤回地指示及授權要約方及/或結好證券及/或彼等任何一方可能指定之有關人士，各自代表本人/吾等填妥及簽署任何有關本人/吾等批准及/或接納部分要約之文件，以及辦理任何其他必需或權宜之手續，將本人/吾等於部分要約項下接納之股份轉歸要約方及/或其可能指定之有關人士所有；

(e) 本人/吾等明白本人/吾等簽署本批准及接納表格即被視作批准及/或接納涉及上述股份之部分要約之條款之任何延長或修訂，(倘部分要約之條款作出任何修訂，而經修訂之部分要約下提呈之代價並不代表減少在作出修訂該日(按結好證券(代表要約方)認為適當之基準)部分要約以原訂或任何原先經延長或經修訂形式之價值，以及指示及授權要約方及/或結好及/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示之人士，各自代表本人/吾等接納任何此等經延長或經修訂之部分要約及代表本人/吾等以本人/吾等之名義簽署所有該等之進一步文件(如有)以使此項接納有效；

(f) 本人/吾等承諾於必需或合宜時簽署有關其他文件及作出有關其他行動及事項，以將本人/吾等根據部分要約接納之股份轉讓予要約方或其可能指定之有關人士，該等股份不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同於最後截止日期或之後算算或附帶或其後成為附帶之一切權利(包括但不限於收取於最後截止日期或之後宣派、派付或作出之一切股息及/或其他分派(如有)之權利)；

(g) 本人/吾等同意追認要約方及/或結好證券及/或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本批准及接納表格所載任何權利時可能作出或進行之各種行動或事宜；及

(h) 本人/吾等不可撤回地指示及授權要約方及/或結好證券及/或彼等各自之代理，代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(及/或就此所需獲信納之任何彌償保證或多項彌償保證)(如適用)，憑此向股份過戶登記處領取本人/吾等就股份應獲發股份之股票，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部分要約之條款及條件持有該等股票，猶如該(等)股票已連同本批准及接納表格一併送交股份過戶登記處論。

2. 本人/吾等明白本人/吾等接納部分要約，將被視為構成本人/吾等向要約方及結好證券保證(i)本批准及接納表格就接納部分要約之目的所註明股份數目將在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，惟連同於最後截止日期或之後算算或附帶或其後成為附帶之一切權利(包括但不限於收取於最後截止日期或之後宣派、派付或作出之一切股息及/或其他分派(如有)之權利)下出售；及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使要約方或結好證券或任何其他人士違反任何司法權區與部分要約或其接納有關之法律或監管規定，且本人/吾等根據所有適用法例獲准收取及接納部分要約(及其任何修訂)，而根據所有適用法例，該接納為有效及對本人/吾等具有約束力。

3. 倘根據部分要約之條款，本人/吾等之接納無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，本人/吾等授權並要求要約方及/或結好證券及/或股份過戶登記處及/或彼等任何一方可能指定之人士將本人/吾等股份之股票及任何有關文件，連同已正式註銷之本批准及接納表格一併按貴公司股東名冊所示登記地址以普通郵遞方式郵寄予上文第1(b)段所列之人士，或如無列明姓名或地址，則為本人或吾等當中名列首位之股東(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔。

附註：倘本人/吾等交回一份或以上過戶收據，而同時要約方及/或結好證券及/或彼等各自之任何代理其中任何一方已代表本人/吾等向貴公司或股份過戶登記處領取有關之貴公司股票，則本人/吾等將獲發還股票而非過戶收據。

4. 本人/吾等茲附上本人/吾等接納部分要約而持有之全部或部分股份之相關股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲信納之任何彌償保證或多項彌償保證)(如適用)，由要約方及/或結好證券及/或股份過戶登記處及/或彼等任何一方可能指定之人士按部分要約之條款及條件予以保存。本人/吾等明白任何交回之批准及接納表格、股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納之任何彌償保證或多項彌償保證)(如適用)概不獲發收據。本人/吾等亦了解以普通郵遞方式寄發所有文件之一切郵誤風險概由本人/吾等自行承擔。

5. 本人/吾等向各要約方及/或結好證券及/或股份過戶登記處及/或彼等任何一方可能指定之人士聲明及保證，本人/吾等為本批准及接納表格所註明就批准及/或接納部分要約(視情況而定)之股份數目之登記股東，而本人/吾等有十足權利、權力及授權，向要約方提交及移交本人/吾等根據部分要約提呈接納之任何股份之所有權及擁有權。

6. 本人/吾等向要約方聲明及保證，本人/吾等已遵守在貴公司股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等批准及/或接納部分要約方面之法例，包括獲得任何所需之政府批准、外匯管制批准或其他方面之同意或所需之登記規定，及辦理一切必須之手續或遵守法律規定。

7. 本人/吾等向要約方保證，本人/吾等須就支付在貴公司股東名冊上載列本人/吾等地址所在司法權區關於本人/吾等接納部分要約方面應付之任何轉讓稅或其他稅項或徵稅承擔全部責任。

8. 本人/吾等知悉，除綜合要約文件及本批准及接納表格明文另行規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

9. (僅適用於其登記地址位於英國或身處於英國的股東)本人/吾等向要約方聲明並保證本人/吾等具備有關(2000年金融服務與市場法(金融推廣)2005年指令)(「該指令」)第19(5)條(投資專業人士)所界定投資事項的專業經驗或本人/吾等屬於該指令第49(2)(a)至(d)條所指的人士(高財富淨值公司、未註冊成立協會等)。

## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Get Nice and the Share Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”) and, to the extent applicable to the Overseas Shareholders in the United Kingdom, the UK Data Protection Act 2018, incorporating the General Data Protection Regulation (Regulation (EU) 2016/679) (the “**GDPR**”).

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

In approving and/or 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 approval and/or acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Partial Offer. The processing of your personal data for the purposes summarized below is necessary for the performance of the approval and acceptance of the Partial Offer.

#### 2. Purposes

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

- processing your approval, acceptance and verification or compliance with the terms and procedures set out in this Form of Approval and Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the register of members of the Company;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as financial advisers, and/or the Share 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; 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.

We will keep your information only for as long as necessary depending on the purpose for which it was provided. This will depend on the progress of the Partial Offer, obligations under applicable law and any other communications with you which require continued processing of your personal data.

#### 3. Transfer of personal data

The personal data provided in this Form of Approval and Acceptance will be kept confidential but the Offeror and/or Get Nice and/or the Share 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, Get Nice, any of their agents and the Share Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Get Nice and/or the Share 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 and/or Get Nice and/or the Share Registrar consider(s) to be necessary or desirable in the circumstances.

To the extent that the GDPR applies to such processing, transfers of your personal data to countries or organizations outside the European Economic Area will be done using specific legally-approved safeguards. You can request further details by contacting the Offeror, Get Nice or the Share Registrar (as the case may be).

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

The Ordinance and, to the extent applicable, the GDPR provides you with rights to ascertain whether the Offeror and/or Get Nice and/or the Share 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 or, to the extent applicable, the GDPR, the Offeror and/or Get Nice and/or the Share Registrar has/have the right to charge a reasonable fee for the processing of any data access request (save to the extent that the GDPR applies, unless your request is clearly unfounded or excessive) 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 or the Share Registrar (as the case may be). In addition, if the GDPR applies, you may request the erasure of your personal data (subject to certain limitations), the restriction of processing of personal data and the transfer of your personal data to another party in a machine-readable, commonly used and structured format.

If you wish to request further information about any of the above rights, or if you are unhappy with how personal data is handled, please contact the Offeror, Get Nice or the Share Registrar (as the case may be). If you are located in the European Union and are not satisfied with the response to your complaint or believe the processing of your personal data does not comply with the GDPR, you can make a complaint to the relevant supervisory authority (which, in the UK, is the Information Commissioner’s Office: <https://ico.org.uk/global/contact-us/>).

**BY SIGNING THIS FORM OF APPROVAL AND 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要約方、結好證券及股份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(「該條例」)及(在適用的範圍內就英國海外股東而言)2018年英國資料保護法(其中包含一般資料保護條例(法規(歐盟)第2016/679號)(「一般資料保護條例」)之政策及慣例。

#### 1. 收集閣下個人資料之原因

閣下就股份批准及/或接納部分要約時須提供所需之個人資料,倘閣下未能提供所需資料,則可能導致閣下之批准及/或接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據部分要約應得之代價。就以下概述之用途使用閣下之個人資料對批准及接納部分要約而言實屬必要。

#### 2. 用途

閣下於本批准及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:

- 處理閣下之批准、接納及核實或遵循本批准及接納表格及綜合要約文件載列之條款及手續;
- 登記閣下名義之股份轉讓;
- 保存或更新本公司股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 自要約方及/或其代理(例如財務顧問)及/或股份過戶登記處發佈通訊;
- 編製統計資料及股東資料;
- 確立股東之獲益權利;
- 披露有關資料以方便進行權益申索;
- 按法例、規則或規例規定(無論法定或其他規定)作出披露;
- 有關要約方業務之任何其他用途;及
- 有關上文所述任何其他臨時或關連用途及股東可能不時同意或知悉之其他用途。

我們將就所述之用途僅在必要時保留閣下之資料。這將取決於部分要約的進展、適用法律項下之義務以及與閣下的任何其他通訊,而當中需要繼續使用閣下的個人資料。

#### 3. 轉交個人資料

本批准及接納表格提供之個人資料將會保密,惟要約方及/或結好證券及/或股份登記處為達致上述或有關任何上述之用途,可能作出彼等認為必需之查詢,以確認個人資料之準確性,尤其彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料:

- 要約方、結好證券、其任何代理及股份過戶登記處;
- 為要約方及/或結好證券及/或股份登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商;
- 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,例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約方及/或結好證券及/或股份登記處認為必需或適當情況下之任何其他人士或機構。

如使用相關資料受一般資料保護條例所限,則閣下的個人資料將依照特定法律保障措施轉交至歐洲經濟區以外的國家或機構。閣下可通過聯繫要約方、結好證券或股份過戶登記處(視情況而定)瞭解進一步的詳細資料。

#### 4. 獲取及更正個人資料

根據該條例及(在適用範圍內)一般資料保護條例之規定,閣下可確認要約方及/或結好證券及/或股份登記處是否持有閣下之個人資料、獲取該資料副本、以及更正任何錯誤資料。依據該條例或(在適用範圍內)一般資料保護條例之規定,要約方及/或結好證券及/或股份登記處有權就獲取任何資料之請求收取合理之手續費(除受一般資料保護條例所限之外,則除非閣下之要求屬毫無根據或金額過多)。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求均須提交予要約方、結好證券或股份過戶登記處(視情況而定)。此外,如一般資料保護條例適用,閣下可要求刪除閣下的個人資料(須受若干限制)、限制使用個人資料以及將閣下的個人資料以機器可讀、常用及結構化之格式轉交至另一方。

如閣下欲進一步瞭解上述任何權利,或閣下不滿使用其個人資料的方式,請聯繫要約方、結好證券或股份過戶登記處(視情況而定)。如閣下身處於歐盟且不滿對閣下投訴之回覆或認為閣下的個人資料的使用方式不符合一般資料保護條例,閣下可向相關監管機構(在英國,即英國資訊專員公署(Information Commissioner’s Office): <https://ico.org.uk/global/contact-us/>)投訴。

**閣下一經簽署本批准及接納表格即表示同意上述所有條款**