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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the offer document dated Thursday, 1 August 2024 (the “Offer Document”) issued by the Offeror.

除文義另有所指外，本表格所用詞彙與要約人於二零二四年八月一日（星期四）刊發之要約文件（「要約文件」）所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES HELD BY HONG KONG SHAREHOLDERS (THE “FAT HK”) FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

香港股東所持要約股份接納及轉讓表格（「香港接納及轉讓表格」）供 閣下欲接納股份要約時適用。

WILLAS-ARRAY ELECTRONICS (HOLDINGS) LIMITED

威雅利電子（集團）有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立的有限公司)

Hong Kong Stock Code: 854

香港股份代號：854

Singapore Stock Code: BDR

新加坡股份代號：BDR

Registrar HK:
Boardroom Share Registrars (HK) Limited,
2103B, 21/F, 148 Electric Road,
North Point, Hong Kong
香港過戶登記處：
實德隆證券登記有限公司
香港北角電氣道148號21樓2103B室

FAT HK FOR SHARE OFFER

股份要約香港接納及轉讓表格

All parts should be completed

每項均須填寫

FOR THE CONSIDERATION stated below, the “Transferor(s)” named below hereby transfer(s) to the “Transferee” named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document.

在本表格及隨附要約文件所載條款及條件規限下，下列「轉讓人」現按下列代價，將以下註明由轉讓人所持有之股份轉讓予下列「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)	Family name(s) or company name(s): 姓氏或公司名稱：	Forename(s): 名字：
	Address or Registered address: 地址或登記地址：	
	Telephone Number: 電話號碼：	
CONSIDERATION 代價	HK\$3.30 in cash for each Offer Share 每股要約股份現金3.30港元	
TRANSFEEE 承讓人	Name 名稱：	Texin (Hongkong) Electronics Co. Limited (香港雅創台信電子有限公司)
	Correspondence address 通訊地址：	Flat/RM, F50 &F51,21/F, Wah Lok Industrial Ctr (PH II), 31-35 Shan Mei Street, Shatin, New Territories 新界沙田山尾街31-35號華樂工業中心二期21樓F50&F51室
	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)/Company chop, if applicable
轉讓人簽署／公司印鑑 (如適用)

Date of submission of this FAT HK
提交本香港接納及轉讓表格之日期

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
均必須於本欄簽署

Do not complete 請勿填寫本欄	
Signed by or for and on behalf of the Transferee in the presence of : 承讓人或其代表在下列見證人見證下簽署：	For and on behalf of 代表
SIGNATURE OF WITNESS 見證人簽署	
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	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is specified, or the total number of Shares specified is greater than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof), the FAT HK will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar HK on or before the latest time for acceptance at 4:00 p.m. on 29 August 2024 or such later date as revised or extended by the Offeror (the “Closing Date”). If the number specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, the FAT HK will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar HK on or before the latest time for acceptance at 4:00 p.m. on the Closing Date.

附註：請填上接納股份要約涉及之股份總數。倘並無指定數目或倘指定之股份總數大於所提交股份數目（以股票、過戶收據及／或任何其他所有權文件（及／或就此所需任何令人信納之一項或多項彌償保證）證明），香港接納及轉讓表格將退回予 閣下，供 閣下更正及再次遞交。任何改正後之表格必須於二零二四年八月二十九日（「截止日期」）下午四時正之最後接納時間或之前（或要約方修訂或押後之其他較後日期）再次遞交並送達香港過戶登記處。倘本香港接納及轉讓表格指定之數目少於所提交股份數目（以股票、過戶收據及／或任何其他所有權文件證明），香港接納及轉讓表格將退回予 閣下，供 閣下更正及再次遞交。任何改正後之表格必須於截止日期下午四時正之最後接納時間或之前再次遞交並送達香港過戶登記處。

THIS FAT HK 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, stockbroker, a 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 FAT HK and the accompanying Offer Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Share 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 Share Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Share Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities or other regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties due from and payable by you in respect of all relevant jurisdictions. The Offeror, Guosen Capital, Evolve Capital or their respective agent(s) and any person involved in the Share Offer shall be entitled to be fully indemnified and held harmless by you for any taxes, imposts, duties or other payments as you may be required to pay. Acceptance of the Share Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

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

HOW TO COMPLETE THIS FAT HK

Hong Kong Shareholders are advised to read carefully the Offer Document before deciding whether or not to accept the Share Offer. To accept the Share Offer made by Guosen Capital and Evolve Capital on behalf of the Offeror, you should complete and sign this FAT HK and forward it, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof for the number of Share(s) in respect of which you wish to accept the Share Offer, by post or by hand, marked "Willas-Array Electronics (Holdings) Limited – Share Offer" on the envelope, to the Registrar HK, Boardroom Share Registrars (HK) Limited, 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as practicable, but in any event so as to reach the Registrar HK by no later than 4:00 p.m. on Thursday, 29 August 2024 or such later time and/or date as the Offeror may determine and announce, with the consent of the Executive, if necessary, in accordance with the Takeovers Code. The provisions contained in Appendix 1 to the Offer Document are incorporated into and form part of this FAT HK.

FAT HK IN RESPECT OF THE SHARE OFFER

To: The Offeror, Guosen Capital and Evolve Capital

1. My/Our execution and completion of this FAT HK will be binding on my/our successors and assignees, and will constitute:
 - (a) my/our irrevocable acceptance of the Share Offer made by Guosen Capital and Evolve Capital on behalf of the Offeror and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in this FAT HK or, (i) if no number is specified or, the total number of Shares specified is greater than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof), the FAT HK will be returned to me/us for correction and resubmission and any corrected form must be resubmitted and received by the Registrar HK on or before the latest time for acceptance at 4:00 p.m. on the Closing Date; and (ii) if the number specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, the FAT HK will be returned to me/us for correction and resubmission and any corrected form must be resubmitted and received by the Registrar HK on or before the latest time for acceptance at 4:00 p.m. on the Closing Date;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Guosen Capital and/or Evolve Capital or 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 Share Offer after deducting all sellers' Hong Kong ad valorem stamp duty (rounded up to the nearest HK\$1.00) payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our 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 of members of the Company as soon as possible but in any event no later than seven (7) Business Days following (i) receipt by the share registrar of all the relevant documents to render the acceptance under the Share Offer complete and valid ("**Date of Receipt**"), or (ii) the date on which the Share Offer have become or are declared unconditional in all respects, whichever is later;
(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 capitals) _____
Address: (in block capitals) _____
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Guosen Capital, Evolve Capital or their respective agent(s) and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Share 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;
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Guosen Capital and/or Evolve Capital or their respective agent(s) and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date, or if the date is not inserted, to insert a date and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Share Offer;
 - (e) 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 Share Offer to the Offeror or such person or persons as it may direct free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights attached to them including but not limited to the rights to receive and retain all dividends, rights and other distributions (if any) declared, made or paid on or after the date of the Formal Offer Announcement;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Guosen Capital and/or Evolve Capital or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein;
 - (g) my/our irrevocable instruction and authority to the Offeror and/or Guosen Capital and/or Evolve Capital or their respective agent(s) to collect from the Registrar HK on my/our behalf the Share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Registrar HK and to authorise and instruct the Registrar HK to hold such Share certificate(s) subject to the terms and conditions of the Share Offer as if it/they were Share certificate(s) delivered to the Registrar HK together with this FAT HK; and
 - (h) my/our agreement that the Share Offer is, and all acceptances of the Share Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Share Offer.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, Guosen Capital and/or Evolve Capital that (i) the number of Share(s) specified in this FAT HK will be sold free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights accruing or attaching thereto as at the date of the Formal Offer Announcement or subsequently becoming attached to them, including, without limitation, the rights to receive and retain all dividends, rights and other distributions (if any) declared, made or paid on or after the date of the Formal Offer Announcement; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Guosen Capital, Evolve Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or his/her acceptance thereof, and is permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this FAT HK duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) 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: Where you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or Deloitte (HK) or their respective agent(s) from the Registrar HK on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any HK Form(s) of Acceptance, Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We warrant and represent to you that I am/we are the registered Shareholder(s) of the number of Shares 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 Share Offer.
6. I/We warrant 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 Share Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all necessary formalities or other regulatory or legal requirements.
7. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable due from and payable by me/we 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 Share Offer.
8. I/We acknowledge that my/our Shares sold to the Offeror by way of the Share 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, Guosen Capital, Evolve Capital and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted under the Share 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:
 - (a) to give 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 HK in 2103B, 21/F., 148 Electric Road, North Point, Hong Kong;
 - (b) to appoint and authorise the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror and/or to sign any documents required from time to time arising in relation to this clause; and
 - (c) to give 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 will appoint or 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 Offer Document and this FAT HK, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本香港接納及轉讓表格乃重要文件，閣下須即時處理。

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機構、股票經紀、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，應立即將本香港接納及轉讓表格連同隨附之要約文件一併送交買主或承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、股票經紀或其他代理商，以便轉交買主或承讓人。

向海外股東提出股份要約或會受到有關司法權區之法例禁止或影響。如閣下為海外股東，閣下應就股份要約於有關司法權區之影響尋求適當法律意見，以遵守任何適用之法律或監管規定。閣下如欲接納股份要約，則有責任自行全面遵守有關司法權區之相關法律及法規，包括但不限於取得任何所需之政府、外匯管制或其他同意，並遵守其他必要手續或其他監管或法律規定。閣下亦將須全面負責支付閣下於所有有關司法權區應付之任何過戶費或其他稅項及徵費。就閣下可能須繳付之任何稅項、稅負、徵費或其他付款而言，要約人、國信融資、晉化資本或彼等各自之代理及任何參與股份要約之人士均有權獲閣下提供全額彌償保證並確保不致遭受損害。閣下接納股份要約，即構成閣下保證閣下已獲所有適用法律准許接收及接納股份要約及其任何修訂，而有關接納根據一切適用法律屬有效及具約束力。

本香港接納及轉讓表格應與要約文件一併閱讀。

本香港接納及轉讓表格之填寫方法

香港股東於決定是否接納股份要約前，務請先仔細閱讀要約文件。閣下如欲接納國信融資及晉化資本代表要約人所提出之股份要約，應填妥並簽署本香港接納及轉讓表格，並將表格連同就閣下希望接納股份要約之股份數目之有關股票及／或過戶收據及／或其他所有權文件及／或任何就此所需令人信納之一份或多份彌償保證，一併以郵寄或專人送交方式盡快送抵香港過戶登記處寶德隆證券登記有限公司，地址為香港北角電氣道148號21樓2103B室，信封請註明「威雅利電子(集團)有限公司－股份要約」，惟不得遲於二零二四年八月二十九日(星期四)下午四時正，或要約人根據收購守則可能釐定及公佈並經執行人員同意(如需要)之較後時間及／或日期。要約文件附錄一所載之條文已載入並構成本香港接納及轉讓表格之一部份。

股份要約之香港接納及轉讓表格

致：要約人、國信融資及晉化資本

1. 本人／吾等簽署及填妥本香港接納及轉讓表格將對本人／吾等之繼承人及承讓人有約束力，即表示：

(a) 本人／吾等不可撤回地接納由國信融資及晉化資本代表要約人提出並於要約文件載列之股份要約，按照及受制於要約文件及本香港接納及轉讓表格所載條款，就本香港接納及轉讓表格指定之股份數目或(i)倘並無指定數目或倘指定之股份總數大於所提交股份數目(以股票、過戶收據及／或任何其他所有權文件(及／或就此所需任何令人信納之一項或多項彌償保證)證明)，則香港接納及轉讓表格將退還予本人／吾等，供本人／吾等更正及再次遞交，而任何改正後之表格必須於截止日期下午四時正之最後接納時間或之前再次遞交並送達香港過戶登記處；及(ii)倘本香港接納及轉讓表格指定之數目少於所提交股份數目(以股票、過戶收據及／或任何其他所有權文件證明)，則香港接納及轉讓表格將退還予本人／吾等，供本人／吾等更正及再次遞交，而任何改正後之表格必須於截止日期下午四時正之最後接納時間或之前再次遞交並送達香港過戶登記處；

(b) 本人／吾等不可撤銷地指示及授權要約人及／或國信融資及／或晉化資本或彼等各自之代理，各自就本人／吾等根據股份要約之條款經扣除本人／吾等有關本人／吾等接納股份要約應付之所有香港賣方從價印花稅(約整至最接近1.00港元)後應得之現金代價，以「不得轉讓－只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後盡快無論如何不遲於(i)過戶登記處接獲所有相關文件致使股份要約項下之接納為完整及有效之日(「**接獲日期**」)，或(ii)股份要約在各方面成為或宣佈無條件之日(以較遲者為準)起計七(7)個營業日，按以下地址以平郵寄予以下人士，或如無於下欄填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者(如屬聯名登記股東)，郵誤風險概由本人／吾等承擔；

(如收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫) _____

地址：(請用正楷填寫) _____

(c) 本人／吾等不可撤銷地指示及授權要約人及／或國信融資、晉化資本或彼等各自之代理及／或彼等其中一方可能就此指定之該名或該等人士各自代表本人／吾等以根據股份要約出售股份之賣方身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之買賣單據，並根據該條例條文之規定在本香港接納及轉讓表格加蓋印章及背書證明；

(d) 本人／吾等不可撤回地指示及授權要約人及／或國信融資及／或晉化資本或彼等各自之代理及／或彼等任何一方可能指定之有關人士，各自代表本人／吾等填妥及簽立任何有關本人／吾等接納股份要約之文件，或如本人／吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，或倘並無填上日期，則填上日期，以及辦理任何其他可能必需或權宜之行動，以將本人／吾等提交接納股份要約之股份轉歸要約人及／或其可能指定之有關人士所有；

(e) 本人／吾等承諾於必需或合宜時以進一步保證形式簽立有關其他文件及辦理有關其他行動及事項，以將本人／吾等就接納股份要約提交之股份轉讓予要約人或其可能指定之有關人士，該等股份不附帶一切留置權、衡平權、押記、產權負擔、優先購買權及任何其他第三方權利或任何性質的權益，並連同該等要約股份所附帶之所有權利，包括(但不限於)領取及保留於正式要約公告日期或之後所宣派、作出或派付之所有股息、權利及其他分派(如有)；

(f) 本人／吾等同意追認要約人及／或國信融資及／或晉化資本及／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表格所載任何權利時可能作出或進行之各種行動或事宜；

(g) 本人／吾等不可撤回地指示及授權要約人及／或國信融資及／或晉化資本或彼等各自之代理，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／或就此所需任何令人信納之一項或多項彌償保證)，憑此向香港過戶登記處領取本人／吾等就股份應獲發之股票，並將有關股票送交香港過戶登記處，且授權及指示香港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)股票已連同本香港接納及轉讓表格一併送交香港過戶登記處；及

(h) 本人／吾等同意股份要約及所有股份要約的接納將受香港法院監管，並按其詮釋，而香港法院對因股份要約可能產生的任何爭議具有獨家司法管轄權。

2. 本人／吾等明白本人／吾等接納股份要約，將被視為構成本人／吾等向要約人、國信融資及／或晉化資本保證(i)本香港接納及轉讓表格所註明股份數目將在不附帶一切留置權、衡平權、押記、產權負擔、優先購買權及任何其他第三方權利或任何性質的權益，並連同於正式要約公告日期算或附帶或其後附帶之一切權利(包括但不限於收取及保留於正式要約公告日期或之後宣派、作出或派付之所有股息、權利及其他分派(如有))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人、國信融資、晉化資本或任何其他人士違反任何地區與股份要約或其接納有關之法律或監管規定，且彼根據所有適用法例獲准收取及接納股份要約及其任何修訂，而該接納根據所有適用法例屬有效及具有約束力。

3. 倘按股份要約之條款本人／吾等之接納屬無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人／吾等授權並懇請閣下將本人／吾等之股票及／或過戶收據及／或其他所有權文件(及／或就此所需任何令人信納之一項或多項彌償保證)連同已正式註銷之本香港接納及轉讓表格以平郵一併寄予上文1(b)所列之人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登記股東)，郵誤風險概由本人／吾等承擔。

附註：倘閣下交出一份或以上過戶收據，而要約人及／或德勤(香港)或彼等各自之代理已代表閣下從香港過戶登記處領取有關股票，則發還予閣下者將為該(等)股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部分股份之相關股票及／或過戶收據及／或其他所有權文件(及／或就此所需任何令人信納之一項或多項彌償保證)，由閣下按股份要約之條款及條件予以保存。本人／吾等明白任何交回之香港接納及轉讓表格、股票及／或過戶收據及／或其他所有權文件(及／或就此所需任何令人信納之一項或多項彌償保證)概不獲發收據。本人／吾等亦瞭解所有文件將以平郵寄發且一切郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等向閣下保證及聲明，本人／吾等為本香港接納及轉讓表格所註明股份數目之登記股東，而本人／吾等有十足權利、權力及授權以接納股份要約之方式，向要約人出售及移交本人／吾等之股份之所有權及擁有權。

6. 本人／吾等向要約人及本公司保證，本人／吾等已就接納股份要約遵守在本公司股東名冊上列示本人／吾等地址所在司法權區之法例，包括獲得任何所需之政府、外匯管制或其他同意，及辦理一切所需之正式手續或遵守其他監管或法律規定。

7. 本人／吾等向要約人及本公司保證，本人／吾等須全面負責就接納股份要約支付在本公司股東名冊上載列本人／吾等地址所在司法權區應付之任何本人／吾等應付轉讓或其他稅項或徵費。

8. 本人／吾等知悉，本人／吾等以股份要約之方式向要約人出售之股份將以要約人或其代名人義登記。

9. 本人／吾等就已接納股份要約所涉及股份(有關接納並未被有效撤回且有關股份並未按要約人或其可能指示者的名義登記)向要約人、國信融資、晉化資本及本公司不可撤回地承諾、保證及同意(藉以約束本人／吾等的繼承人或承讓人)：

(a) 本人／吾等授權本公司及／或其代理將須向本人／吾等(作為本公司股東)寄發的任何通告、通函、權證或其他文件或通訊(包括任何股票及／或因將該等股份轉為證書形式而發出的其他所有權文件)，寄往香港過戶登記處(地址為香港北角電氣道148號21樓2103B室)轉交要約人；

(b) 本人／吾等委任及授權要約人或其代理代表本人／吾等簽署任何同意書，同意縮短本公司任何股東大會通知期及／或出席及／或簽立該等股份的代表委任表格，以委任要約人提名的任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使該等股份附帶的投票權，而投票將以要約人全權酌情決定的方式作出，及／或簽立任何因本條而不時所需的文件；及

(c) 本人／吾等同意，在末得要約人同意的情況下不會行使任何相關權利，且本人／吾等不可撤回地承諾不會就任何股東大會委任代表，或委任代表出席股東大會，及在上文所規限下，如本人／吾等將會或以往已就本公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或於會上投票，則本人／吾等明確謹此撤回委任。

10. 本人／吾等知悉，除要約文件及本香港接納及轉讓表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Guosen Capital, Evolve Capital, the Registrar HK and the Registrar SG and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”).

1. Reasons for the collection of your personal data

To accept the Share 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 Share Offer. It is important that you inform the Offeror, Guosen Capital, Evolve Capital, the Company, the Registrar HK and/or the Registrar SG 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 your acceptance and verification or compliance with the terms and application procedures set out in this FAT HK and the Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Share(s);
- 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 the financial advisers, the Registrar HK and the Registrar SG;
- 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, the Registrar HK or the Registrar SG; and
- any other incidental or associated purposes relating to the above, to enable the Offeror, Guosen Capital, Evolve Capital, the Company, the Registrar HK and/or the Registrar SG to discharge their obligations to the Shareholders and regulators and any other purposes to which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this FAT HK will be kept confidential but the Offeror and/or Guosen Capital and/or Evolve Capital and/or the Company and/or the Registrar HK and/or the Registrar SG 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, Guosen Capital, Evolve Capital, any of their agents, the Registrar HK and the Registrar SG;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Guosen Capital and/or Evolve Capital and/or the Registrar HK and/or the Registrar SG, in connection with the operation of their businesses;
- the Stock Exchange, the SFC and 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or Guosen Capital and/or Evolve Capital and/or the Registrar HK and/or the Registrar SG consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror and/or Guosen Capital and/or Evolve Capital and/or the Company and/or the Registrar HK and/or the Registrar SG 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 Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Guosen Capital and/or Evolve Capital and/or the Registrar HK and/or the Registrar SG hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Guosen Capital and/or Evolve Capital and/or the Registrar HK and/or the Registrar SG have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Guosen Capital, Evolve Capital, the Registrar HK or the Registrar SG (as the case may be).

BY SIGNING THIS FAT HK, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、國信融資、晉化資本、香港過戶登記處及新加坡過戶登記處以及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」)之政策及慣例。

1. 收集閣下個人資料之原因

如接納閣下股份要約，閣下須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤，亦可能妨礙或延遲寄發閣下根據要約應得之代價。如閣下發現所提供數據不準確性時應立即通知要約人、國信融資、晉化資本、本公司、香港過戶登記處及／或新加坡過戶登記處尤為重要。

2. 用途

閣下於本香港接納及轉讓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：

- 處理閣下之接納及核實或遵循本香港接納及轉讓表格及要約文件載列之條款及申請程序；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及／或其代理(例如財務顧問)、香港過戶登記處及新加坡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；
- 有關要約人、香港過戶登記處或新加坡過戶登記處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途，以便要約人、國信融資、晉化資本、本公司、香港過戶登記處及新加坡過戶登記處履行彼等對股東及監管機構的責任及股東可能不時同意或獲悉之任何其他用途。

3. 轉交個人資料

本香港接納及轉讓表格提供之個人資料將會保密，惟要約人及／或國信融資及／或晉化資本及／或本公司及／或香港過戶登記處及／或新加坡過戶登記處為達致上述或有關任何上述之用途，可能作出必需之查詢，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個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、國信融資、晉化資本、其任何代理、香港過戶登記處及新加坡過戶登記處；
- 為要約人及／或國信融資及／或晉化資本及／或香港過戶登記處及／或新加坡過戶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；
- 聯交所、證監會及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個人或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及／或國信融資及／或晉化資本及／或香港過戶登記處及／或新加坡過戶登記處於有關情況下認為必需或適當之任何其他個人或機構。

4. 保留個人資料

要約人及／或國信融資及／或晉化資本及／或本公司及／或香港過戶登記處及／或新加坡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該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及／或國信融資及／或晉化資本及／或香港過戶登記處及／或新加坡過戶登記處是否持有閣下之個人資料，以獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及／或國信融資及／或晉化資本及／或香港過戶登記處及／或新加坡過戶登記處可就獲取任何資料之請求收取合理之手續費。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別之資料之所有請求，須提交予要約人、國信融資、晉化資本、香港過戶登記處或新加坡過戶登記處(視情況而定)。

閣下一經簽署本香港接納及轉讓表格即表示同意上述所有條款。