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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依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 offer document dated 21 October 2022 (the "Offer Document") issued by Marvel Bonus Holdings Limited as the Offeror (the "Offeror").

除文義另有所指外，本接納表格所用詞彙與 Marvel Bonus Holdings Limited 作為要約人（「要約人」）於二零二二年十月二十一日刊發之要約文件（「要約文件」）所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.

閣下如欲接納要約，請使用本接納及過戶表格。

MARVEL BONUS HOLDINGS LIMITED

(Incorporated in the British Virgin Islands with limited liability)
(於英屬處女群島註冊成立的有限公司)

**FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S)
IN THE ISSUED SHARE CAPITAL OF
MASON GROUP HOLDINGS LIMITED (STOCK CODE: 273)
茂宸集團控股有限公司 (股份代號：273)
已發行股本中普通股之接納及過戶表格**

To be completed in full 每項均須填寫

Receiving Agent: Union Registrars Limited (the "Receiving Agent")
Suites 3301-04, 33/F., Two Chinachem Exchange Square,
338 King's Road, North Point, Hong Kong

接收代理：聯合證券登記有限公司（「接收代理」）
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 "Shareholder(s)" named below does/do hereby transfer(s) to the "Transferee" named below the ordinary share(s) in the issued share capital of Mason (the "Shares"), held by the Shareholder(s) specified below subject to the terms and conditions contained herein and in the Offer Document.

下述「股東」謹此按下列代價，根據本接納表格及要約文件載列之條款及條件，向下述「承讓人」轉讓以下註明其持有茂宸已發行股本中之普通股（「股份」）。

You must insert the total number of Shares for which the Offer is accepted. 閣下必須填上接納要約之股份總數。

Number of Shares 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		
Shareholder(s) Name(s) and address in full 股東全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或 正楷填寫)	Family name(s)/Company name(s) 姓氏／公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.0311 in cash for each Share 每股股份現金0.0311港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence address: 通訊地址:	Marvel Bonus Holdings Limited Marvel Bonus Holdings Limited c/o Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands 位於 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Signed by or for and on behalf of the Shareholder(s) in the presence of:
股東或其代表在下列見證人見證下簽署：

ALL JOINT SHAREHOLDERS MUST SIGN HERE
所有聯名股東均須於本欄簽署

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 Shareholder(s)
Company chop, if applicable
股東簽署／公司印章（如適用）

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

Do not complete 請勿填寫本欄	
Signed by or 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 Marvel Bonus Holdings 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：	
Date of Transfer 轉讓日期：	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of Share(s) or those physical Share(s) tendered for acceptance of the Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Receiving Agent no later than 4:00 p.m. on the Closing Date.

附註：請填上接納要約之股份總數。倘並無填上數目或所填數目大於閣下登記持有之股份或作接納要約之實物股份，而閣下已簽署本表格，則本表格將退回予閣下進行修改及重新遞交。任何經更正之表格必須於截止日期下午四時正前重新提交並送達接收代理。

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 a licensed 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 Offer Document to the purchaser(s) or transferee(s) or to the bank, 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).

Optima Capital Limited and Kingston Securities Limited are making the Offer for and on behalf of the Offeror. The making of the Offer to the overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions in which they are resident. Overseas Shareholders should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions or keep themselves informed about and observe any applicable legal or regulatory requirements. It is the responsibility of each overseas Shareholder who wishes to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of all relevant jurisdictions in connection with the acceptance of the Offer (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 other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes due from that accepting Shareholder). Acceptance of the Offer by any overseas Shareholder will be deemed to constitute a warranty by such person that such person is 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. Any such person is recommended to seek professional advice on deciding whether or not to accept the Offer.

This Form of Acceptance should be read in conjunction with the accompanying Offer Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Shareholders are advised to read this Form of Acceptance in conjunction with the Offer Document before completing this Form of Acceptance. To accept the Offer made by Optima Capital Limited and Kingston Securities Limited for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.0311 per Share, you should complete and sign this Form of Acceptance overleaf and forward this Form of Acceptance, 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) by post or by hand, to the Receiving Agent, at Suites 3301-04, 33/F., Two Chinaem Exchange Square, 338 King's Road, North Point, Hong Kong in an envelope, marked "Mason Group Holdings Limited – Offer" as soon as possible but in any event so as to reach the Receiving Agent no later than 4:00 p.m. on Friday, 18 November 2022 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code. The provisions contained in Appendix I to the Offer Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror, Optima Capital Limited and Kingston Securities Limited

1. My/Our execution of this Form of Acceptance overleaf (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - a. (i) my/our irrevocable acceptance of the Offer made by Optima Capital Limited and Kingston Securities Limited for and on behalf of the Offeror, as contained in the Offer 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, including any revision or extension of the terms of the Offer in accordance with the Takeovers Code, where the consideration being offered under any revised Offer does not represent a reduction in the value of the Offer in its original or extended any previously revised form(s); and (ii) an instruction and authority to each of the Offeror, Optima Capital Limited, Kingston Securities Limited, the Receiving Agent and/or any of their respective agent(s) or such person(s) as any of them may direct to complete, amend and execute any document on my/our behalf and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror, or such person or persons as it may direct, the Shares comprised in my/our acceptance of the Offer (as may be so revised or extended) under this Form of Acceptance;
 - b. my/our irrevocable instruction and authority to each of the Offeror, Optima Capital Limited, Kingston Securities Limited, the Receiving Agent and/or any of their respective agent(s) to collect from Mason or the Share Registrar on my/our behalf the Share certificate(s) in respect of the Shares 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 Receiving Agent and to authorise and instruct the Receiving Agent to hold such Share certificate(s) and subject to the terms and conditions of the Offer, as if it was/they were Share certificate(s) delivered to them together with this Form of Acceptance;
 - c. my/our irrevocable instruction and authority to each of the Offeror and Optima Capital Limited and Kingston Securities Limited, the Receiving Agent 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), by ordinary post at my/our 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 Mason as soon as possible but in any event within 7 Business Days following the later of the date on which the Offer becomes or is declared unconditional in all respects and the date of receipt of this completed Form of Acceptance and all the relevant documents by the Receiving Agent from me/us accepting the Offer;
(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 capitals)
 - d. my/our irrevocable instruction and authority to each of the Offeror, Optima Capital Limited and Kingston Securities Limited 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 and executed by me/us as the seller(s) of the Shares 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 of Acceptance 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 memorandum and articles of association of Mason and to make endorsement on it under that Ordinance;
 - 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 Shares to the Offeror or such person or persons as it may direct free from liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interest of any nature whatsoever and together with all rights, benefits and entitlements attached thereto, including the right to receive and retain all dividends and other distributions (if any) which may be announced, declared, paid or made thereon by Mason, on or after the Closing Date, in respect of the Shares tendered pursuant to the Offer;
 - f. my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Optima Capital Limited or Kingston Securities Limited 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; and
 - g. my/our agreement that the Offer is, and all acceptances 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 Offer.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us that all Shares sold by me/us under the Offer are sold free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interest of any nature whatsoever and together with all rights, benefits and entitlements attached thereto, including the right to receive and retain all dividends and/or other distributions (if any) which may be announced, declared, paid or made thereon by Mason on or after the Closing Date.
 3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror absolutely by way of acceptance of the Offer.
 4. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named 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 Mason.
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 the Offeror, Optima Capital Limited, Kingston Securities Limited, the Receiving Agent or any of their respective agent(s) from Mason or the Share Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share certificate(s) in lieu of the transfer receipt(s).
 5. I/We warrant to the Offeror, Optima Capital Limited, Kingston Securities Limited and Mason that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Mason in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
 6. I/We warrant to the Offeror, Optima Capital Limited, Kingston Securities Limited and Mason that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in respect of the jurisdiction where my/our address is located as set out in the register of members of Mason.
 7. I/We understand that no acknowledgement of receipt of any 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 Shares 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 acknowledge that, save as expressly provided in the Offer Document, 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。如閣下對本接納表格任何方面或應採取之行動有任何疑問，應諮詢持牌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所有名下之股份，應立即將本接納表格連同要約文件，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、註冊證券機構或其他代理，以便轉交買主或承讓人。

創越融資有限公司及金利豐證券有限公司正代表要約人提出要約。向海外股東提出要約或會受彼等居住之有關司法權區法律禁止或影響。海外股東須於有關司法權區取得有關要約影響之適當法律意見或自行了解及遵守任何適用法律或監管規定。該等欲接納要約之各海外股東有責任自行就接納要約完全遵守所有有關司法權區之法律及法規(包括但不限於取得任何可能所需之政府、外匯管制或其他方面之同意及辦理任何註冊或存檔，以及辦理所有其他必要手續、遵守監管及/或法律規定及支付接納要約之股東應付之任何轉讓或其他稅項)。任何海外股東接納要約，將被視作該人士作出之保證，表示該人士根據所有適用法律法規可收取及接納要約及任何有關修訂，而該接納根據所有適用法律及法規為有效及具約束力。任何人士於決定是否接納要約時應尋求專業意見。

本接納表格應連同隨附之要約文件一併閱覽。

本接納表格填寫方法

股東務請先閱讀本接納表格及要約文件後始填寫本接納表格。如欲接納創越融資有限公司及金利豐證券有限公司代表要約人以現金每股股份0.0311港元之價格收購閣下所持股份提出之要約，閣下應填妥及簽署背頁之接納表格，然後將整份接納表格並連同有關股票(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之彌償保證)盡快郵寄或專人交回接收代理，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，信封上面請註明「茂宸集團控股有限公司－要約」，惟無論如何不得遲於二零二二年十一月十八日(星期五)下午四時正(香港時間)(或要約人可能根據收購守則決定及公佈及於執行人員同意的條件下之較後時間及/或日期)交回接收代理。要約文件附錄一所載之條文納入本接納表格並構成其中部份。

有關要約之接納及過戶表格

致：要約人、創越融資有限公司及金利豐證券有限公司

- 本人/吾等一經簽署本接納表格之背頁(無論該表格是否已註明日期)，本人/吾等之承繼人及受讓人將受此約束，並表示：
 - (i) 本人/吾等就本接納表格上所註明數目之股份，按及受制於要約文件及本表格所載條款及條件(包括根據收購守則對要約的條款之任何修訂或延長)，不可撤回地按代價接納要約文件所載由創越融資有限公司及金利豐證券有限公司代表要約人提出之要約，其中，根據經修訂要約提呈的代價並不代表要約之價值較原訂或任何原先經修訂形式之價值減少；及(ii) 指示及授權要約人、創越融資有限公司、金利豐證券有限公司、接收代理及/或各自的代理或其可能指定之人士，各自代表本人填妥、修改及簽立任何文件，及採取任何其他必須或適當之行動，使包括在本人/吾等的要約接納內之股份(可按本接納表格修訂或延長)歸要約人或其可能指定之一名或多名人士所有；
 - 本人/吾等不可撤回地指示及授權要約人、創越融資有限公司、金利豐證券有限公司、接收代理及/或其各自之代理，各自代表本人/吾等向茂宸或股份過戶登記處領取本人/吾等根據隨附經本人/吾等簽妥之過戶收據及/或其他所有權文件(如有)(及/或任何就此所需令人信納之彌償保證)及憑此將獲發行之股份之股票，並將有關股票送交接收代理，且授權及指示接收代理依照及根據要約之條款及條件持有該等股票，猶如該等股票為連同本接納表格一併送交彼等之股票；
 - 本人/吾等不可撤回地指示及授權要約人、創越融資有限公司及金利豐證券有限公司、接收代理及/或彼等各自之代理，就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等就接納要約應付之所有賣方從價印花稅)，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，儘快郵寄至下文所列人士及地址(如未有於下欄填上姓名及地址，則按茂宸股東名冊所列之登記地址郵寄予本人或(倘屬聯名登記股東)吾等中排名首位者)，郵誤風險概由本人/吾等承擔，惟無論如何須於要約在各方面成為或被宣佈為無條件之日或接收代理收訖本人/吾等已填妥之本接納表格及所有相關文件表示接納要約之日(以兩者中之較後日期為準)後七個營業日內；
(附註：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)
 - 本人/吾等不可撤回地指示及授權要約人、創越融資有限公司及金利豐證券有限公司或任何其可能指定之人士，各自代表本人/吾等以要約出售股份賣方之身份，訂立、簽立及交付香港法例第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，並按該條例之規定繳付印花稅及安排在本接納表格背書證明以及以聯交所指定可能對根據茂宸組織章程大綱及細則有效轉讓該等股份而屬必要之形式訂立、簽立及交付任何其他文件或文據，並按該條例背書證明；
 - 本人/吾等承諾於必需或適當時簽立相關文件及辦理相關手續及事項，以確保就根據要約交出之股份轉讓予要約人或其可能指定人士之股份，概不附帶一切留置權、衡平權、按揭、押記、產權負擔、優先購買權以及任何性質之其他第三方權利及權益；連同附帶之一切權利、利益及權益(包括收取及保留茂宸可能宣佈、宣派、支付或作出的記錄日為截止日期當日或之後之所有股息及其他分派(如有)之權利)；
 - 本人/吾等同意追認要約人或創越融資有限公司或金利豐證券有限公司或其任何代理或可能指定之人士，各自行使本表格所載任何授權時所作出或進行之任何行動或事宜；及
 - 吾等同意要約乃且所有接納將受香港法例規管並根據香港法例詮釋，且香港法院就解決要約所引致的任何糾紛擁有專屬管轄權。
- 本人/吾等明白，本人/吾等接納要約將被視為表示本人/吾等保證本人/吾等根據要約出售之股份不附有一切留置權、衡平權、按揭、押記、產權負擔、優先購買權以及任何性質之其他第三方權利及權益，連同附帶之一切權利、利益及權益(包括收取及保留茂宸可能宣佈、宣派、支付或作出的記錄日為截止日期當日或之後之所有股息及/或其他分派(如有)之權利)。
- 本人/吾等謹此向閣下保證及聲明，本人/吾等為本接納表格所列明股份之登記持有人，而本人/吾等絕對擁有全部權利、權力及權限，藉接納要約之方式向要約人出售及移交本人/吾等所持股份之所有權及擁有權。
- 倘根據要約之條款，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，在此情況下，本人/吾等授權並要求閣下將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之彌償保證)，連同已正式註銷之本接納表格以平郵方式一併寄回上述第1(c)段所指人士或，如姓名及地址欄內空白，則按茂宸股東名冊所示登記地址寄回本人或吾等當中名列首位者(如屬聯名登記股東)，惟郵誤風險概由本人/吾等自行承擔。
附註：倘閣下交出一份或以上過戶收據，同時於閣下接納要約後，要約人、創越融資有限公司、金利豐證券有限公司、接收代理或其任何各自代理代表閣下，向茂宸或股份過戶登記處領取有關股票，閣下將獲發還股票而非過戶收據。
- 本人/吾等向要約人、創越融資有限公司、金利豐證券有限公司及茂宸保證，本人/吾等符合本人/吾等於茂宸股東名冊所列地址所處司法權區內有關本人/吾等接納要約之法例，包括取得遵守所有必要正式手續、法律及/或監管規定所要求之一切政府、外匯管制或其他同意及任何註冊或存檔。
- 本人/吾等向要約人、創越融資有限公司、金利豐證券有限公司及茂宸保證，本人/吾等將全面負責支付本人/吾等於茂宸股東名冊所列地址所處司法權區之所有應付轉讓費用或其他稅項及稅款。
- 本人/吾等明白將不會就任何接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之彌償保證)獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人/吾等承擔。
- 本人/吾等確認透過接納要約而向要約人出售本人/吾等之股份，將以要約人或其代名人之名義登記。
- 本人/吾等確認，除要約文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及為無條件。

PERSONAL DATA

Personal Information Collection Statement

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Optima Capital Limited, Kingston Securities Limited and the Receiving Agent in relation to personal data and the 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 is important that you inform the Offeror, Optima Capital Limited, Kingston Securities Limited, Mason and/or the Receiving Agent immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this Form of Acceptance 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 Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror or agents such as its financial adviser and the Receiving Agent;
- compiling statistical information and Mason's 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 or Mason or the Receiving Agent; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Optima Capital Limited and/or Kingston Securities Limited and/or Mason and/or the Receiving Agent to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror and/or Optima Capital Limited and/or Kingston Securities Limited and/or Mason and/or the Receiving Agent 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, its agent(s), such as its financial adviser and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Optima Capital Limited and/or Kingston Securities Limited and/or Mason and/or the Receiving Agent, in connection with the operation of its business;
- 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 bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror, Optima Capital Limited, Kingston Securities Limited, Mason or the Receiving Agent considers to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror and/or Optima Capital Limited and/or Kingston Securities Limited and/or Mason and/or the Receiving Agent will keep the personal data provided in this Form of Acceptance 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, Optima Capital Limited, Kingston Securities Limited, Mason or the Receiving Agent holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror, Optima Capital Limited, Kingston Securities Limited, Mason and the Receiving Agent 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, Optima Capital Limited, Kingston Securities Limited, Mason and the Receiving Agent (as the case may be).

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

個人資料

收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關要約人、創越融資有限公司、金利豐證券有限公司及接收代理有關個人資料及該條例之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之股份接納要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。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、創越融資有限公司、金利豐證券有限公司、茂宸及/或接收代理。

2. 用途

閣下於本接納表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下之接納及核實或遵循本接納表格及要約文件載列之條款及申請手續；
- 登記以閣下名義轉讓股份；
- 保存或更新有關股份持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據要約有權取得的配額；
- 自要約人或代理(例如財務顧問及接收代理)收取通信；
- 編製統計資料及茂宸股東簡歷；
- 按法例、規則或規例(無論法定或以其他方式)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人或茂宸或接收代理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及/或以便要約人及/或創越融資有限公司及/或金利豐證券有限公司及/或茂宸及/或接收代理履行彼等對股東及/或監管機構的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

本接納表格提供之個人資料將作為機密資料妥當保存，惟要約人及/或創越融資有限公司及/或金利豐證券有限公司及/或茂宸及/或接收代理為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人或其代理，例如其財務顧問及接收代理；
- 向要約人及/或創越融資有限公司及/或金利豐證券有限公司及/或茂宸及/或接收代理就其業務經營提供行政、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人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約人、創越融資有限公司、金利豐證券有限公司、茂宸或接收代理認為必需或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人及/或創越融資有限公司及/或金利豐證券有限公司及/或茂宸及/或接收代理將按收集個人資料之用途需要保留本接納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. 存取及更正個人資料

根據該條例之規定，閣下可確認要約人、創越融資有限公司、金利豐證券有限公司、茂宸或接收代理是否持有閣下之個人資料，並索取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約人、創越融資有限公司、金利豐證券有限公司、茂宸及接收代理可就索取任何資料之要求收取合理手續費。存取資料或更正資料或索取有關政策及慣例以及所持資料類別之所有要求，須提交要約人、創越融資有限公司、金利豐證券有限公司、茂宸及接收代理(視情況而定)。

閣下一經簽署本接納表格，即表示同意上述所有條款。