

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this Acceptance Form, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Acceptance Form.

香港交易及結算所有限公司及香港聯合交易所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，並明確表示概不對因本接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Acceptance Form shall bear the same meanings as those defined in the offer document dated 19 February 2020 (the "Offer Document") jointly issued by China Maple Leaf Educational Systems Limited and Maple Leaf Education Asia Pacific Limited (the "Offeror").

除文義另有所指外，本接納表格所用詞彙與China Maple Leaf Educational Systems Limited及楓葉教育亞太有限公司(「要約人」)於2020年2月19日聯合發佈之要約文件(「要約文件」)所界定者具有相同涵義。

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

閣下如欲接納要約，請使用本接納表格。

KINGSLEY EDUGROUP LIMITED

皇壹國際教育企業集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 8105)

(股份代號: 8105)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF KINGSLEY EDUGROUP LIMITED 皇壹國際教育企業集團有限公司已發行股本中每股面值0.01港元之普通股之接納及過戶表格

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

Branch share registrar and transfer office in Hong Kong of Kingsley: Tricor Investor Services Limited

皇壹之香港股份過戶登記分處: 卓佳證券登記有限公司

Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong

香港皇后大道東183號合和中心54樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Offer Document. 下述「轉讓人」謹此按下列代價接納要約，按照本表格及隨附之要約文件內之條款及條件並在其所規限下，向下述「承讓人」轉讓以下註明轉讓人所持有之每股面值0.01港元之股份。		
Number of Share(s) to be transferred 將予轉讓之股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	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\$0.54 in cash for each Offer Share 每股要約股份現金0.54港元	
TRANSFEEE 承讓人	Company Name 公司名稱: Maple Leaf Education Asia Pacific Limited 楓葉教育亞太有限公司	
	Registered address 登記地址: Unit 1302, 13/F, Tai Tung Building, 8 Fleming Road, Wanchai, Hong Kong 香港灣仔菲林明道8號大同大廈13樓1302室	
	Occupation: 職業: Corporation 法人團體	

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

轉讓人或其代表在下列見證人見證下簽署:

Signature of Witness:

見證人簽署:

Name of Witness:

見證人姓名:

Address of Witness:

見證人地址:

Occupation of Witness:

見證人職業:

Signature(s) of Transferor(s) or its duly authorised agent(s)/Company chop, (if applicable)
轉讓人或其正式獲授權代理簽署/公司印鑑(如適用)

Date of Signature of this Acceptance Form

簽署本接納表格之日期

ALL JOINT
SHAREHOLDERS
OF KINGSLEY
MUST SIGN
HERE
所有皇壹
聯名股東均須
於本欄簽署

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:

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 signing by the Transferee or its duly authorised agent(s):

承讓人或其正式獲授權代表簽署之日期: _____

For and on behalf of 代表
Maple Leaf Education Asia Pacific Limited
楓葉教育亞太有限公司
Authorised Signatory(ies) 授權簽署人

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理人簽署

* delete as appropriate 請刪去不適用者

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 Registrar on or before the latest time for acceptance of the Offer.

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就接納要約所交回之實物股份,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接納要約之最後期限或之前重新提交並送達股份過戶登記處。

THIS ACCEPTANCE FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Acceptance Form or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Share(s), you should at once hand this Acceptance Form and the accompanying Offer 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).

The making of the Offer to persons being not residents in Hong Kong or with registered addresses in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Kingsley Shareholder, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents or registration or filing which may be required or the compliance with other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes or other required payments due from you in respect of such jurisdiction for accepting the Offer. The Offeror and the Offeror Concert Parties, Kingsley, Ballas Capital Limited, the Registrar, their respective ultimate beneficial owners, directors, officers, professional advisers, agents and associates and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Any acceptance of the Offer by you will be deemed to constitute a representation and warranty from you to the Offeror that the local laws and requirements have been complied with in relation to the receipt and acceptance of the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

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

HOW TO COMPLETE THIS ACCEPTANCE FORM

Kingsley Shareholders are advised to read carefully the Offer Document before deciding whether or not to accept the Offer. To accept the Offer made by Ballas Capital Limited on behalf of the Offeror, you should complete and sign this Acceptance Form and forward this Acceptance Form, 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 Offer, by post or by hand, in an envelope marked "Kingsley Edugroup Limited — Offer", to the Registrar, Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event so as to reach the Registrar no later than 4:00 p.m. on Wednesday, 18 March 2020 (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 Acceptance Form.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the paragraph headed "I. PROCEDURES FOR APPROVAL AND ACCEPTANCE OF THE OFFER" in Appendix I to the Offer Document in particular as to the matters which you should consider.

ACCEPTANCE FORM IN RESPECT OF THE OFFER

To: The Offeror and Ballas Capital Limited

1. My/Our execution of this Acceptance Form (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Ballas Capital Limited 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 Acceptance Form;
 - (b) my/our irrevocable instruction and authority to the Offeror, Ballas Capital Limited or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration (rounded up to 2 decimal points) to which I/we shall have become entitled under the terms of the Offer after deducting all sellers' 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 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 Kingsley as soon as possible but in any event within 7 Business Days following the later of (i) the date of receipt by the Registrar of all relevant documents which render such acceptance complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code; and (ii) the date on which the Offer becomes or is declared unconditional in all respects:
(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in BLOCK LETTERS)
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Ballas Capital Limited 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 Offer and to cause the same to be stamped and to cause an endorsement to be made on this Acceptance Form in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to the Offeror, Ballas Capital Limited or such person or persons as any of them may direct to complete, amend and execute any document on behalf of the person or persons accepting the Offer 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 in respect of which such person or persons has/have accepted the 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 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 and together with all rights accruing or attaching thereto or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the date on which the Offer is made, being the date of posting of the Offer Document;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Ballas Capital Limited and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein; and
 - (g) my/our irrevocable instruction and authority to the Offeror and/or Ballas Capital Limited or their respective agent(s) to collect from the Registrar on my/our behalf the share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (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 and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Registrar together with this Acceptance Form.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Ballas Capital Limited that (i) the number of Share(s) specified in this Acceptance Form will be sold free from all encumbrances and together with all rights accruing or attaching thereto or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the date on which the Offer is made, being the date of posting of the Offer Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Ballas Capital Limited or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the 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, 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 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 Acceptance Form 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 Kingsley.
Note: Where you have sent one or more transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant share certificate(s) has/have been collected by the Offeror and/or Ballas Capital Limited or their respective agent(s) from the Registrar 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 Offer. I/We understand that no acknowledgement of receipt of any 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 the Offeror and Ballas Capital Limited that I am/we are the registered Shareholder(s) of the number of Shares specified in this Acceptance Form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror and Ballas Capital Limited that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Kingsley in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
7. I/We warrant to the Offeror and Ballas Capital Limited that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me in respect of the jurisdiction where my/our address is located as set out in the register of members of Kingsley in connection with my/our acceptance of the Offer.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this Acceptance Form, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. 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.

本接納表格乃重要文件，請即處理。

閣下對本接納表格之任何內容或應採取之行動如有任何疑問，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轉讓，應立即將本接納表格及隨附之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商，以便轉交買主或承讓人。

向並非香港居民或其登記地址為香港以外的司法權區之人士提出要約可能會受有關司法權區之法例禁止或影響。倘閣下為海外皇崑股東，應自行注意並遵守任何適用之法律規定。倘閣下有意接納要約，閣下有責任自行確定閣下已就接納要約全面遵守相關司法權區之法例(包括取得任何可能必須之政府、外匯管制或其他同意，及依循其他必要的正式手續、監管及/或法律規定；以及閣下就接納要約時繳付就該司法權區而應付之任何轉讓或其他稅款或其他所需款項)。要約人及要約人一致行動人士、皇崑、博思融資有限公司、股份過戶登記處、彼等各自之最終實益擁有人、董事、高級職員、專業顧問、代理及聯繫人以及任何其他參與要約之人士均有權獲閣下悉數彌償及毋須就閣下可能須支付之任何稅項承擔任何責任。閣下對要約之接納將視為構成閣下向要約人表示及保證已遵守有關接獲及接納要約及其任何修訂地方法律及規定，並且有關接納將根據一切適用法例屬有效及具約束力。

本接納表格應與隨附之要約文件一併閱讀。

本接納表格填寫方法

皇崑股東決定是否接納要約前，務請細閱要約文件。閣下如欲接納博思融資有限公司代表要約人提出之要約，應填妥及簽署本接納表格，連同閣下欲接納要約之股份數目之相關股票及/或過戶收據及/或其他所有權文件及/或就此所需並令人信納之任何彌償保證(信封面須註明「皇崑國際教育企業集團有限公司—要約」)，盡快放入信封郵寄或專人送交股份過戶登記處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心54樓)，惟無論如何必須於2020年3月18日(星期三)下午四時正(或要約人徵得執行人員同意後根據收購守則可能釐定及公佈之較後時間及/或日期)前送達。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。

重要提示：如閣下以代名人或其他身分代表另一名人士持有股份，敬請參閱要約文件附錄一「1.要約的批准及接納程序」一段，尤其關於閣下應加以考慮之事項。

要約之接納表格

致：要約人及博思融資有限公司

- 本人/吾等一經簽立本接納表格(不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：
 - 本人/吾等按要約文件及本表格所載代價及條款與條件，就本接納表格所列明之股份數目，不可撤回地接納要約文件所載由博思融資有限公司代表要約人提出之要約；
 - 本人/吾等不可撤回地指示及授權要約人、博思融資有限公司或彼等各自之代理，各自就本人/吾等根據要約之條款應得之現金代價(上調至小數點後兩個位)(扣除本人/吾等就本人/吾等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，然後盡快無論如何須(i)於股份過戶登記處接獲所有致使要約項下之接納為完整、有效及符合收購守則規則30.2註釋1之有關文件日期，以及(ii)要約在所有方面成為或宣佈成為無條件之日(以較後者為準)起計7個營業日內，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，則按皇崑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；
(倘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及/或博思融資有限公司及/或彼等任何一方可能就此指定之一名或多名有關人士，各自代表本人/吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人/吾等作為根據要約出售股份之賣方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接納表格背書證明；
 - 本人/吾等不可撤回地指示及授權要約人、博思融資有限公司或彼等任何一方可能指定之一名或多名人士代表接納要約之一名或多名人士填妥、修改及簽立任何文件及採取任何其他必須或適當之行動，使已接納要約之一名或多名人士之股份歸要約人或其可能指定之一名或多名人士所有；
 - 本人/吾等承諾於必需或合宜時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第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同累算或附帶或其後附帶之一切權利(包括但不限於收取於作出要約之日(即寄發要約文件之日)或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利)；
 - 本人/吾等同意追認要約人及/或博思融資有限公司及/或彼等各自之代理或彼等任何一方可能指定之一名或多名有關人士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；及
 - 本人/吾等不可撤回地指示及授權要約人及/或博思融資有限公司或彼等各自之代理，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/或就此所需並令人信納之彌償保證)，憑此向股份過戶登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處根據要約之條款及條件持有該等股票，猶如該(等)股票已連同本接納表格一併送交股份過戶登記處。
- 本人/吾等明白本人/吾等接納要約，將被視為構成本人/吾等向要約人及博思融資有限公司保證(i)本接納表格所註明股份數目將在不附帶一切產權負擔，並連同累算或附帶或其後附帶之一切權利(包括但不限於收取於作出要約之日(即寄發要約文件之日)或之後宣派、派付或作出之一切未來股息及/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人、博思融資有限公司或任何其他人士違反任何地區與要約或本人/吾等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接獲及接納要約及其任何修訂，而根據所有適用法例，該接納為有效及具有約束力。
- 倘按要約之條款本人/吾等之接納屬無效或被視為無效，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/或就此所需並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，則按皇崑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：倘閣下於接納要約後交出一份或以上過戶收據，而要約人及/或博思融資有限公司或彼等各自之代理已代表閣下從股份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。
- 本人/吾等茲附上本人/吾等持有之全部或部份股份之相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之任何彌償保證)，由閣下按要約之條款及條件予以保存。本人/吾等明白任何交回之接納表格、股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之彌償保證)概不獲發收據。本人/吾等亦了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。
- 本人/吾等向要約人及博思融資有限公司保證及聲明，本人/吾等為本接納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。
- 本人/吾等向要約人及博思融資有限公司保證，本人/吾等已遵守在皇崑股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納要約方面之法例，包括獲得任何所需之政府、外匯管制或其他同意及任何註冊或存檔，及辦理一切必須之手續或遵守法律規定。
- 本人/吾等向要約人及博思融資有限公司保證，本人/吾等須就支付在皇崑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。
- 本人/吾等知悉，除要約文件及本接納表格明文規定外，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。
- 本人/吾等知悉，本人/吾等以接納要約之方式向要約人出售之股份將以要約人或代名人義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Ballas Capital Limited and the Registrar 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 Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Acceptance Form and the Offer Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or their respective agents, officers and advisers, and the Registrar;
- compiling statistical information and the Shareholders profile;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Ballas Capital Limited and/or the Registrar to discharge its obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

The personal data provided in this Acceptance Form will be kept confidential but the Offeror, Ballas Capital Limited and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror and/or any of their agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Ballas Capital Limited and/or the Registrar in connection with the operation of their business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as their bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Ballas Capital Limited and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Ballas Capital Limited and/or the Registrar hold 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, Ballas Capital Limited and/or the Registrar 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, Ballas Capital Limited or the Registrar (as the case may be).

5. Retention of personal data

The Offeror, Ballas Capital Limited and/or Kingsley and the Registrar will keep the personal data provided in the Acceptance Form 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.

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、博思融資有限公司及股份過戶登記處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

倘閣下欲就閣下之股份而接納要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之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要約應得之代價。

2. 用途

閣下於本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：

- 處理閣下之接納申請及核實遵循本接納表格及要約文件載列之條款及申請手續；
- 登記閣下名下股份之轉讓；
- 保存或更新有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人及／或彼等各自之代理、高級職員、顧問及股份過戶登記處之通訊；
- 編製統計資料及股東之資料；
- 確立股東之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關要約人或股份過戶登記處業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及／或令要約人、博思融資有限公司及／或股份過戶登記處得以履行其對股東及／或適用法規項下之責任，以及股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人、博思融資有限公司及／或股份過戶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、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人及／或其任何代理、高級職員及顧問、股份過戶登記處及海外總登記處(如有)；
- 為要約人、博思融資有限公司及／或股份過戶登記處提供與其業務營運有關的行政、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，例如彼等之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、博思融資有限公司及／或股份過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 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、博思融資有限公司及／或股份過戶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。依據該條例之規定，要約人、博思融資有限公司及／或股份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型之資料之所有請求，須提交予要約人、博思融資有限公司或股份過戶登記處(視乎情況而定)。

5. 保留個人資料

要約人、博思融資有限公司及／或皇崑及股份過戶登記處將保留接納表格內提供之個人資料以履行收集個人資料所涉及之用途。不需保留之個人資料將會根據該條例銷毀或處理。