

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this 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 form.

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表格內容概不負責，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表格全部或任何部份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。

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。

All words and expressions defined in the composite offer and response document dated 7 July 2014 (the "Composite Document") jointly issued by Incutech Investments Limited and Sharp Years Limited and Hugo Lucky Limited shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與 Incutech Investments Limited 與 Sharp Years Limited 及 Hugo Lucky Limited 於二零一四年七月七日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定者具有相同涵義。綜合文件附錄一之條文，已收錄及成為本表格之一部份。

INCUTECH

## INCUTECH INVESTMENTS LIMITED

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 356)

(股份代號: 356)

### FORM OF ACCEPTANCE OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF INCUTECH INVESTMENTS LIMITED

#### INCUTECH INVESTMENTS LIMITED 已發行股本中每股面值0.01港元普通股之接納表格 To be completed in full 每項均須填寫

Hong Kong branch share registrar and transfer office: Tricor Secretaries Limited

Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong

香港股份過戶登記分處：卓佳秘書商務有限公司

香港皇后大道東183號合和中心22樓

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。

<b>FOR THE CONSIDERATION</b> 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 subject to the terms and conditions contained herein and in the Composite Document. 下述「轉讓人」謹此按下列代價，根據本表格及綜合文件載列之條款及條件，接納要約並向下述「承讓人」轉讓以下註明轉讓人持有每股面值0.01港元之股份。		
Number of Shares to be transferred (Note) 將予轉讓股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.1 in cash for each Share 每股股份現金0.1港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence Address: 通訊地址: Occupation: 職業:	Yu Ming Investment Management Limited 禹銘投資管理有限公司 Room 1801, 18/F., Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong 香港灣仔告士打道138號聯合鹿島大廈18樓1801室 Corporation 公司

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 form of acceptance and transfer  
提交本接納及過戶表格之日期



ALL JOINT  
REGISTERED  
HOLDERS MUST  
SIGN HERE  
所有登記持有人  
均須於本欄  
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:

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

Yu Ming Investment Management Limited  
禹銘投資管理有限公司

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

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this form and you have signed this form, you will be deemed to have accepted the Offer in respect of your entire registered holding of Shares.

附註: 請填寫接納要約之股份總數。如 閣下已簽署本表格但無填寫數目或如在本表格內填寫之數目超過 閣下登記持有之股份，則 閣下將被視為就名下全部登記持有之股份接納要約。

## 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 Offerors, Yu Ming, the Company and the Registrar 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 Offerors, Yu Ming, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

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

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members;
- 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 Offerors and/or the Company and/or their respective agents, officers and advisers and the Registrar;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offerors, Yu Ming and the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable the Offerors, the Company and/or Yu Ming and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offerors, the Company and/or Yu Ming 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 Offerors, the Company, Yu Ming and/or any of their respective agent(s) and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offerors and/or Yu Ming and/or the Company and/or the Registrar, in connection with the operation of its business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offerors and/or Yu Ming and/or the Company and/or the Registrar considers 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 Offerors and/or Yu Ming and/or the Company and/or the 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, the Offerors and/or Yu Ming and/or the Company and/or the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offerors and/or Yu Ming and/or the Company and/or the Registrar (as the case may be).

**BY SIGNING THIS FORM, 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於約人、禹銘、本公司及過戶登記處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、禹銘、本公司及/或過戶登記處。

#### 2. 用途

閣下於本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表格及綜合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；
- 確定閣下根據要約有權取得的配額；
- 自要約人及/或本公司及/或彼等各自之代理、員工及顧問以及過戶登記處發佈通信；
- 編製統計資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人、禹銘或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臨時或關連用途及/或以便要約人、本公司及/或禹銘及/或過戶登記處履行彼等對股東及/或監管機構的責任及股東不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人、本公司及/或禹銘及/或過戶登記處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、本公司、禹銘及/或彼等各自之代理及顧問以及過戶登記處及海外主要股份登記處(如有)；
- 向要約人及/或禹銘及/或本公司及/或過戶登記處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、證監會及任何其他監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人及/或禹銘及/或本公司及/或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. 存取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或禹銘及/或本公司及/或過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約人及/或禹銘及/或本公司及/或過戶登記處可就獲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獲取有關政策及慣例以及所持資料類別之所有要求，須提交要約人及/或禹銘及/或本公司及/或過戶登記處(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。

**THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in doubt as to any aspect of this form or as to the action to be taken, you should consult your licensed securities dealer, 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 and the Composite 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).

Yu Ming is making the Offer on behalf of the Offerors. The making of the Offer to persons with a registered address in a jurisdiction outside Hong Kong may be prohibited or limited by the laws of the relevant jurisdictions. Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements and, where necessary, seek legal advice. It is the responsibility of each Overseas Shareholder who wishes to accept the Offer to satisfy himself, herself or itself as to the full observance of the laws and regulations of the relevant jurisdictions in connection with acceptance of the Offer, including but not limited to 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, regulatory and/or legal requirements. Overseas Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offerors, Yu Ming, the Company, any of their respective directors and professional advisers and all persons involved in the Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders for any taxes as they may be required to pay. Acceptance of the Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the Offer.

### HOW TO COMPLETE THIS FORM

Shareholders are advised to read this form in conjunction with the Composite Document before completing this form. To accept the Offer made by Yu Ming on behalf of the Offerors to acquire your Shares at a cash price of HK\$0.1 per Share, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "Share certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Offer, by post or by hand, to Tricor Secretaries Limited ("Registrar") at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, marked "Incutech Offer" on the envelope as soon as possible, but in any event so as to reach the Registrar not later than 4:00 p.m. on 28 July, 2014 (Hong Kong time) or such later time and/or date as the Offerors may determine and announce with the consent of the Executive in accordance with the Takeovers Code.

### FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offerors and Yu Ming

1. My/Our execution of this form overleaf shall be binding on my/our successors and assigns, and shall constitute:
  - (a) my/our acceptance of the Offer made by Yu Ming on behalf of the Offerors, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form;
  - (b) my/our irrevocable instruction and authority to each of the Offerors and/or Yu Ming and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share certificate(s) in respect of the 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 Registrar and to authorise and instruct the Registrar 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;
  - (c) my/our irrevocable instruction and authority to each of the Offerors and/or Yu Ming 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 the Company within 7 Business Days from the date on which all the relevant documents are received by the Registrar to tender such acceptance complete and valid;

*(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered shareholder or the first-named of joint registered shareholders.)*

Name: (in block capitals) .....

Address: (in block capitals) .....

- (d) my/our irrevocable instruction and authority to each of the Offerors and/or Yu Ming 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 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 the Company and to make endorsement on it under that Ordinance;
  - (e) my/our irrevocable instruction and authority to any director of the Offerors, Yu Ming or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offerors or such person or persons as it may direct the Shares, in respect of which such person has accepted the Offer;
  - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Shares to the Offerors or such person or persons as it may direct free from all liens, claims, charges, encumbrances, rights of pre-emption and any third party rights of any nature and together with all rights attached thereto, including the right to receive all dividends and distributions declared, made or paid, if any, the record date of which is on or after the date on which the Offer is made; and
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offerors or Yu Ming 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.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offerors and Yu Ming that all Shares sold by me/us under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances whatsoever and together with all rights attaching or accruing thereto, including but without limitation the right to receive all dividends and distributions declared, made or paid, if any, the record date of which is on or after the date on which the Offer is made.
  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 and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offerors absolutely by way of acceptance of the Offer under the name of the Offerors or its nominee.
  4. In the event that my/our acceptance is not valid 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 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 or branch register of members of the Company.

*Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offerors and/or Yu Ming or any of their respective agent(s) from the Company or the 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 Offerors, Yu Ming and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other 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 Offerors, Yu Ming and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
7. I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement or receipt of any form of acceptance and transfer, 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 Offerors by way of acceptance of the Offer will be registered under the name of the Offerors or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offerors, Yu Ming and the Company (so as to bind my/our successors and assignee) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer (where no number is inserted or a number in excess of my/our registered holding of Shares is inserted on this form, I/we understand that I/we will be deemed to have accepted the Offer in respect of my/our entire registered holding of Shares), which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offerors or as it may direct, to give:
  - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the Offerors at Room 2608, CC Wu Building, 302-308 Hennessy Road, Waichai, Hong Kong;
  - (b) an irrevocable authority to the Offerors 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 Offerors 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 Offerors subject to the Takeovers Code; and
  - (c) my/our agreement not to exercise any of such rights without the consent of the Offerors and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offerors or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Composite Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

本表格乃重要文件，請即處理。如閣下對本表格任何方面或應採取之行動有任何疑问，應諮詢閣下之持牌證券交易商、證券註冊機構、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，應立即將本表格連同綜合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。

馮銘代表要約人提出要約。向登記地址位於香港境外司法權區之人士提出要約，可能會受有關司法權區之法律禁止或限制。屬香港境外司法權區公民、居民或國民之海外股東應自行瞭解及遵守任何適用法律或監管規定，並於需要時就此取得適當法律意見。欲接納要約的各海外股東有責任完全遵守相關司法權區有關接納要約之法律及法規，包括但不限於取得遵守所有必要之正式手續、規例及/或法規規定可能必要之任何政府、外匯管制或其他同意及任何登記或存檔。海外股東亦須全面負責支付任何人士於所有司法權區任何轉讓徵費或其他施加之稅項及徵費，而要約人、馮銘、本公司、任何彼等各自董事及專業顧問及任何涉及要約之人士均有權獲悉數賠償及毋須就海外股東可能須付之任何稅項承擔任何責任。閣下接納要約，即被視作表示閣下保證閣下根據所有適用法律可收取及接納要約(包括任何有關修訂)，而有關接納根據所有適用法律為有效及具約束力。閣下決定是否接納要約應諮詢專業意見。

## 本表格填寫方法

股東務請先閱讀本表格及綜合文件後始填寫本表格。如欲接納馮銘代表要約人以現金每股股份0.1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表格，然後將整份表格連同不少於閣下有意接納要約之股份數目之有關股票證書(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或任何就此所規定並令人信納之彌償保證)，盡快郵寄或親自交回卓佳秘書商務有限公司(「過戶登記處」)，地址為香港皇后大道東183號合和中心22樓，信封上註明「Incutech要約」，惟無論如何不得遲於二零一四年七月二十八日下午四時正(香港時間)前(或要約人可能決定及公佈並獲執行人員根據收購守則批准之較後時間及/或日期)交回過戶登記處。

## 要約之接納及過戶表格

### 致：要約人及馮銘

1. 本人/吾等一經簽署背頁之本表格，本人/吾等之承繼人及受讓人將受此約束，並表示：

(a) 本人/吾等就本表格上所註明數目之股份，按及受制於綜合文件及本表格所載代價與有關條款及條件，接納由馮銘代表要約人提出之綜合文件所載的要約；

(b) 本人/吾等不可撤回地指示及授權要約人及/或馮銘及/或其各自之代理，各自代表本人/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(如有)及/或任何就此所規定並令人信納之彌償保證)，憑此向本公司或過戶登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處依照及根據要約之條款及條件持有該等股票，猶如該等股票已連同本表格一併交回過戶登記處；

(c) 本人/吾等不可撤回地指示及授權要約人及/或馮銘或彼等各自之代理，就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等於有關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，然後於過戶登記處收到所有有關文件並鑑定接納表格已填妥及有效之日起計七個營業日內以平郵方式按以下地址寄予以下人士，或如無填上姓名及地址，則按本公司之股東名冊所示登記地址，寄予本人或吾等當中所名列首位者(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：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).....

(d) 本人/吾等不可撤回地指示及授權要約人及/或馮銘或任何其他可能指定之人士，各自代表本人/吾等以根據要約出售股份賣方之身份，訂立、簽署及交付香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在本表格背書證明以及以聯交所指定可能對根據本公司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、簽署及交付任何其他文件及文據，並按該條例背書證明；

(e) 本人/吾等不可撤回地指示及授權任何要約人董事、馮銘或彼等任何一方可能指定之有關人士代表接納要約之人士填妥及簽立任何文件及採取任何其他必須或適當之行動，使已接納要約人士之股份歸要約人或其可能指定之有關人士所有；

(f) 本人/吾等承諾簽署其他必需或適當之文件及作出有關必需或適當之行動及事項，以進一步確保將本人/吾等之股份轉讓予要約人或其可能指定之人士時不附帶任何性質之任何留置權、索償、抵押、產權負擔、優先購買權及任何其他第三方權利，並享有於其所附帶之一切權利，包括收取於記錄日期為於作出要約日期或之後宣派、作出或派付之所有股息及分派(如有)之權利；及

(g) 本人/吾等同意追認要約人或馮銘或其任何代理或可能指定之人士，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。

2. 本人/吾等明白，本人/吾等接納要約將被視為表示本人/吾等向要約人及馮銘保證本人/吾等根據要約出售之股份不附有任何第三方權利、留置權、抵押、衡平權、購股權、申索、不利權益及任何形式之產權負擔以及該等股份所附帶或累計之一切權利，包括但不限於在記錄日期為於作出要約日期或之後就股份宣派、作出或派付之所有股息及分派(如有)之權利。

3. 本人/吾等謹此向閣下保證及聲明，本人/吾等為本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轉讓本人/吾等所持股份之所有權及擁有權，以要約人或其代各人名義登記。

4. 倘根據要約之條款，本人/吾等之接納無效，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/或任何就此所規定並令人信納之彌償保證)，連同已正式註銷之本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，則按本公司股東名冊或分冊所示登記地址寄回本人或吾等當中所名列首位者(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，要約人及/或馮銘或彼等任何代理代表閣下，向本公司或過戶登記處領取有關股票，閣下將獲發還股票而並非過戶收據。

5. 本人/吾等向要約人、馮銘及本公司保證，本人/吾等符合本人/吾等於本公司股東名冊所列地址所處司法權區內有關本人/吾等接納要約之法律規定，包括取得符合所有必要之正式手續、法律及/或監管規定所規定之一切政府、外匯管制或其他同意及任何登記或存檔。

6. 本人/吾等向要約人、馮銘及本公司保證，本人/吾等將就本人/吾等接納要約全面負責支付本人/吾等於本公司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。

7. 本人/吾等茲附上本人/吾等所持全部/部分股份之有關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所規定並令人信納之彌償保證)，由閣下依照及根據要約之條款及條件予以保存。本人/吾等明白將不會就任何接納及過戶表格、股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所規定並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。

8. 本人/吾等承諾透過接納要約而向要約人出售本人/吾等之股份，將以要約人或其代各人名義登記。

9. 本人/吾等就已被接納或被視為已接納要約所涉及之股份(當中並無填寫數目或在在本表格內填寫之數目超過本人/吾等登記持有之股份，本人/吾等明白本人/吾等將被視為就本人/吾等名下全部登記持有之股份接納要約)，而其接納並未被有效撤回及並無按要約人之指示或其名義登記者，向要約人、馮銘及本公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之繼承人及受讓人)作出：

(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之任何通告、通函、保證書或其他須予寄發之文件或通訊(包括任何股票及/或因將該等股份轉為證書形式而發出之其他所有權文件)，寄送至要約人，地址為經香港灣仔軒尼詩道302-308號集思中心2608室轉交；

(b) 不可撤回地授權要約人或其代理代表本人/吾等簽署任何同意書，同意縮短本公司股東大會通知期及/或出席及/或簽署該等股份之代表委任表格，以委任要約人提名之任何人士出席該等股東大會(及其任何續會)，以及代表本人/吾等行使該等股份附帶之投票權，而該等投票權將以要約人受制於收購守則全權釐定之方式作出投票；及

(c) 本人/吾等協定，在未得要約人之同意下不會行使任何相關權利，以及本人/吾等不可撤回地承諾不會就任何股東大會委任代理，或委任代理出席股東大會，及在上文所規限下，如本人/吾等以往已就本公司股東大會委任代理(而該代理並非要約人或其代各人名義或獲委任人士)出席該等大會並作出投票，則本人/吾等謹此撤回該委任。

10. 本人/吾等確認，除綜合文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及無條件。