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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倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the Composite Offer Document dated 20 August 2014 (the "Composite Offer Document") jointly issued by Upmost Corporation Limited and Zebra Strategic Holdings Limited.

除文義另有所指外，本接納表格所用詞彙與鼎盛行有限公司與施伯樂策略控股有限公司共同刊發日期為二零一四年八月二十日之綜合文件（「綜合要約文件」）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，請使用本接納表格。

## ZEBRA STRATEGIC HOLDINGS LIMITED

### 施伯樂策略控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8260)

(於開曼群島註冊成立之有限公司)

(股份代號：8260)

#### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF ZEBRA STRATEGIC HOLDINGS LIMITED

施伯樂策略控股有限公司

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 每項均須填妥

Hong Kong branch share registrar and transfer office: Tricor Investor Services Limited

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

香港股份過戶登記分處：卓佳證券登記有限公司

香港皇后大道東183號

合和中心22樓

<b>FOR THE CONSIDERATION</b> stated below, the "Transferor" named below hereby 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 Offer Document. 根據本接納表格及綜合要約文件載列之條款及條件，下列「轉讓人」現按下列代價，將以下註明由其持有每股面值0.01港元之股份轉讓予下列「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(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\$0.42 in cash for each Share 每股股份現金0.42港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence address: 通訊地址: Occupation: 職業:	Upmost Corporation Limited 鼎盛行有限公司 Room 603-4, Wing On Centre, No. 111 Connaught Road, Central, Hong Kong 香港干諾道中111號永安中心第603-4室 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 Form of Acceptance  
提交本接納表格之日期



ALL JOINT  
HOLDERS MUST  
SIGN HERE  
所有聯名持有人  
均需於本欄  
簽署

The signing Shareholder(s) hereby acknowledge(s) that the Offer is conditional upon the terms and conditions as set out in the Composite Offer Document, and that the signing and submission of this Form of Acceptance by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.

署名股東謹此確認要約受綜合要約文件所載條款及條件所規限，由署名股東簽署及呈交本接納表格不會令據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須於下文所列轉讓日期由承讓人簽署，方可作實。

<b>Do not complete 請勿填寫本欄</b>	
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 Upmost Corporation Limited 鼎盛行有限公司 Authorised Signature(s) 授權簽署
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	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 Offer is accepted. If no number is specified or if the total number of Shares specified in this Form of Acceptance is greater than the number of Shares tendered and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the Shares as shall be equal to the Shares tendered by you. If the number of Shares specified in this Form of Acceptance is smaller than the Shares tendered by you and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the Shares equal to the number of the Shares specified in this Form of Acceptance. Any corrected Form of Acceptance must be re-submitted and received by the Registrar on or before the latest time of acceptance of the Offer in order for it to be counted towards fulfilling the acceptance condition.

附註：請填上接納要約所涉及之股份總數。倘並無指定數目或倘於本接納表格所列明之股份總數大於所交回之股份數目，而閣下已簽署本接納表格，則閣下將被視為就相等於閣下所交回股份數目之股份接納要約。倘本接納表格所列明之股份數目少於閣下所交回之股份數目，而閣下已簽署本接納表格，則閣下將被視為就相等於本接納表格所列明股份數目之股份接納要約。任何經更正的接納表格必須於接納要約的最後期限或之前再行提交並送達過戶處，否則不可當作已履行接納條件。

**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 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 Form of Acceptance and the Composite Offer Document to the purchaser(s) or transferee(s) or to the 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).

The making of the 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 Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, 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 necessary formalities, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, its beneficial owners and parties acting in concert with any of them, the Company, Halcyon Capital, Kingston Securities, Kingston Corporate Finance, the Registrar or any of their respective directors and professional advisors or any other parties involved in the Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes as you 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 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. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

#### HOW TO COMPLETE THIS FORM

Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Offer Document before completing this Form of Acceptance. To accept the Offer made by **Kingston Securities on behalf of the Offeror to acquire your Shares at a cash price HK\$0.42 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, marked "**Zebra Offer**" on the envelope, to **Tricor Investor Services Limited (the "Registrar") at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event not later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I of the Composite 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 and Kingston Securities

1. My/Our execution of this Form of Acceptance overleaf (which shall be dated and duly completed pursuant to Appendix I of the Composite Offer Document) shall be binding on our successors and assignees, and shall constitute:

- my/our irrevocable acceptance of the Offer made by Kingston Securities on behalf of the Offeror, as contained in the Composite 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 of Acceptance;
- my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities 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 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 (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), subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to the Registrar together with this Form of Acceptance;
- my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities 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 own 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 as soon as possible but in any event within seven Business Days following the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer 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 letters) .....

Address: (in block letters) .....

- my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities 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 form in accordance with the provisions of that Ordinance;
- my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities 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 Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer;
- 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 liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date on which the Offer is made, including, without limitation, the right to receive all future dividends and other distributions declared, paid or made, if any, on or after the date on which the Offer is made, in respect of the Share(s) tendered for acceptance under the Offer;
- my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Kingston Securities and/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
- my/our appointment of the Offeror and/or Kingston Securities as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Offer becomes unconditional in all respects and thereafter be irrevocable.

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 Kingston Securities that (i) the Shares held by me/ us to be acquired under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights accruing or attaching thereto on or after the date on which the Offer is made or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and other distributions declared, paid or made, if any, on or after the date on which the Offer is made; and (ii) I/We have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner and parties acting in concert with any of them, the Company, Kingston Securities 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 and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.

3. I/We hereby warrant and represent to the Offeror and the Company that I/we am/are the registered holder(s) of the Share(s) 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 Share(s) to the Offeror by way of acceptance of the Offer.

4. In the event that my/our acceptance 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 or any one of 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 and address stated 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 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 any of the Offeror and/or Kingston Securities and/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 hereby warrant and represent 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 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, regulatory and/or legal requirements.

6. I/We hereby warrant and represent to the Offeror 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 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 this 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 Share(s) 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 irrevocably undertake, represent, warrant and agree to and with the Offeror, Kingston Securities and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the 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, 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 at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong;
- an irrevocable authority to 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
- 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 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 Composite Offer Document and this Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Kingston Securities and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy 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 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 of Acceptance and the Composite Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror, Kingston Securities or agents 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 Offeror, Kingston Securities or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Kingston Securities 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 of Acceptance will be kept confidential but the Offeror, Kingston Securities 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, Kingston Securities and/or agent(s) and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Kingston Securities and/or the Registrar, in connection with the operation of its business;
- any 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 institutions in securities; and
- any other persons or institutions whom the Offeror, Kingston Securities and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

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

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, Kingston Securities and/or the Registrar hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Offeror, Kingston Securities and 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 Offeror, Kingston Securities and/or the Registrar (as the case may be).

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

## 個人資料

### 個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關於要約人、金利豐證券及過戶處有關個人資料及香港法例第486章個人資料(私隱)條例(「私隱條例」)之政策及慣例。

#### 1. 收集閣下個人資料之理由

倘閣下欲就所持之股份接納要約，則須提供所需之個人資料。倘閣下未能提供所需資料，則可能會導致閣下之接納遭拒絕或延誤處理。這亦可能妨礙或延誤寄發閣下根據要約應得之代價。

#### 2. 用途

閣下於本表格所提供之個人資料可能會就下列用途加以運用、持有及/或保存(以任何方式)：

- 處理閣下之接納及核實或遵從本接納表格及綜合要約文件載列之條款及申請手續；
- 登記將股份從閣下名下轉讓；
- 保存或更新相關之股份持有人名冊；
- 核實或協助核實簽名，以及對任何其他資料進行核實或交換；
- 確定閣下根據要約應得之配額；
- 自要約人、金利豐證券或代理人及過戶處收取通訊；
- 編製統計資料及股東概覽；
- 遵照法例、規則或規例(無論法定或非法定)之要求作出披露；
- 披露有關資料以便申索或享有配額；
- 與要約人、金利豐證券或過戶處業務有關之任何其他用途；及

- 與上文所述有關之任何其他附帶或相關用途及/或以便要約人、金利豐證券及/或過戶處履行彼等對股東及/或監管機構之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

本接納表格所提供之個人資料將會保密，但要約人、金利豐證券及/或過戶處可能會作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可達致上述或任何有關之用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- 要約人、金利豐證券及/或代理人及過戶處；
- 為要約人、金利豐證券及/或過戶處之業務經營向彼等提供行政、電訊、電腦、付款或其他服務之任何代理人、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，例如往來銀行、律師、會計師、持牌證券商或註冊證券機構；及
- 要約人、金利豐證券及/或過戶處認為必需或適當情況下之任何其他人士或機構。

#### 4. 查閱及更正個人資料

私隱條例賦予閣下權利確定要約人、金利豐證券及/或過戶處是否持有閣下之個人資料，索取該等資料副本及更正任何不正確資料。根據私隱條例，要約人、金利豐證券及過戶處均有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或詢問關於政策及慣例及所持資料類別之要求，應向要約人、金利豐證券及/或過戶處(視乎情況而定)提出。

閣下簽署本表格，即表示同意上述所有條款。