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

接納及轉讓表格在 閣下欲接納要約時適用。

All words and expressions defined in the composite offer and response document dated 17 November 2017 (the "Composite Document") jointly issued by Jimu Group Holdings Limited and Ever Smart International Holdings Limited shall, unless the context otherwise requires, have the same meanings when used in this Form of Acceptance. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

除文義另有所指外，本接納表格所用所有詞彙及詞語與Jimu Group Holdings Limited及永駿國際控股有限公司聯合刊發日期為2017年11月17日之綜合要約及回應文件（「綜合文件」）所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本接納表格其中一部分。



EVER SMART INTERNATIONAL HOLDINGS LIMITED

永駿國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

Stock Code : 8187

股份代號 : 8187

FORM OF ACCEPTANCE AND TRANSFER  
OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF  
EVER SMART INTERNATIONAL HOLDINGS LIMITED

永駿國際控股有限公司

已發行股本中每股面值0.01港元之普通股之接納及轉讓表格

To be completed in full 每項均須填寫

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

You must insert the total number of Share(s) 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 "Shareholder(s)" named below does/do hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the Shareholder(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 下述「股東」謹此按下列代價，根據本接納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」轉讓以下註明股東持有每股面值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					
SHAREHOLDER(S) name(s) and address(es) in full 股東全名及地址 (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\$0.8356 in cash for each Share 每股股份現金0.8356港元			
TRANSFeree 承讓人		Name: 名稱 Correspondence Address: 通訊地址: Occupation: 職業: Jimu Group Holdings Limited 3/F, 100 Queen's Road Central, Hong Kong 香港皇后大道中100號3樓 Corporation 公司			

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:  
Signature of witness 見證人簽署

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

Name of witness 見證人姓名

Address of witness 見證人地址

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

Occupation of witness 見證人職業

Date of submission of this Form of Acceptance and transfer  
提交本接納及轉讓表格之日期

<b>Do not complete 請勿填寫本欄</b>	
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 <b>Jimu Group Holdings Limited</b>
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 or smaller than those represented by the certificates for Share(s) tendered for acceptance of the Offer, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance 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或小於就接納要約所交回之股份 (以股票代表)，則本接納表格將退回予 閣下進行修改及重新遞交。任何經更正之接納必須於接納要約之最後時間或之前再行提交並送達過戶登記處。

**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, 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 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).

As the Offer to persons not residing in Hong Kong may be affected by the laws of the relevant jurisdiction in which they are residents, Overseas Shareholders whose addresses as shown in the register of members of the Company are outside Hong Kong or who are citizens, residents or nationals of a jurisdiction outside Hong Kong should obtain information about and observe any applicable legal or regulatory requirements and, where necessary, seek legal advice in respect of the Offer. It is the responsibility of the Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdictions). The Offeror, Kingston Securities 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 representation and 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 OF ACCEPTANCE

Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Document before completing this Form of Acceptance. To accept the Offer made by Kingston Securities for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.8356 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), for not less than such number of Shares in respect of which you wish to accept the Offer, by post or by hand, to the Registrar being Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, marked "Ever Smart International Holdings Limited General 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 8 December 2017 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.

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

To: **The Offeror and Kingston Securities**

1. My/Our execution of this Form of Acceptance overleaf shall be binding on my/our successors and assigns, and shall constitute:
    - (a) my/our acceptance of the Offer made by Kingston Securities on behalf of the Offeror, 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 of Acceptance;
    - (b) 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 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 of Acceptance;
    - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities 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 (as defined under the Takeovers Code) from the date on which all the relevant documents are received by the Registrar to tender such acceptance complete and valid in accordance with the Takeovers Code;  
*(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 Offeror and/or Kingston Securities 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 the Company and to make endorsement on it under that Ordinance;
  - (e) my/our irrevocable instruction and authority to any director of the Offeror, Kingston Securities 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 Offeror 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 Offeror 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 to them, including the right to receive all dividends and distributions declared, made or paid the record date of which falls on or after the date on which the Offer is made on 17 November 2017; and
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Kingston Securities 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 representation and warranty by me/us to the Offeror and Kingston Securities that (i) 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 without limitation the right to receive all dividends and distributions declared, made or paid, if any, the record date of which falls on or after the date on which the Offer is made on 17 November 2017; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its ultimate beneficial owners, Kingston Securities, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and is 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 you that I/we am/are the registered holder(s) of the Share(s) 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 Share(s) to the Offeror absolutely by way of acceptance of the Offer under the name of the Offeror 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 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 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 Offeror and/or Kingston Securities 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 Offeror, Kingston Securities 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 Offeror, Kingston Securities 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.
  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 of 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 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 and Kingston Securities (so as to bind my/our successors and assignee) that in respect of the Shares which are 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:
    - (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 attention of the Offeror at 3/F, 100 Queen's Road Central, Hong Kong;
    - (b) 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 subject to the Takeovers Code; and
    - (c) 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 Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

## 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, Kingston Securities 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 Offeror, Kingston Securities and/or the Registrar 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 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 Offeror and/or its subsidiaries or agents such as its financial adviser 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 or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or 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 and/or 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, its subsidiaries and/or agent(s), such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Kingston Securities and/or the Registrar, 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, Kingston Securities 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 Offeror, Kingston Securities 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 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 or the Registrar (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1996年12月20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、金利豐證券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、金利豐證券及／或過戶登記處。

#### 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之配額；
- 發佈要約人及／或其附屬公司或代理（例如其財務顧問及過戶登記處）所發出之通訊；
- 編製統計資料及股東簡歷；
- 按法例、規則或規例（無論法定或其他）之規定作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人或過戶登記處業務之任何其他用途；及
- 有關上文所述及／或以便要約人及／或金利豐證券及／或過戶登記處履行彼等對股東及／或監管機構之責任之任何其他臨時或關連用途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／或金利豐證券及／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（無論在香港境內或境外）該等個人資料：

- 要約人、其附屬公司及／或代理，例如其財務顧問及過戶登記處；
- 向要約人及／或金利豐證券及／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、金利豐證券或過戶登記處於有關情況下認為必需或適當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，閣下有權確認要約人、金利豐證券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、金利豐證券及過戶登記處有權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之資料以及所持資料類別之所有要求，須提交要約人、金利豐證券或過戶登記處（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。**