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

本接納及過戶表格於閣下有意接納收購建議時適用。



## Sys Solutions Holdings Limited 軟迅科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 8182)

(股份代號: 8182)

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

軟迅科技控股有限公司已發行股本中

每股面值 0.01港元股份之接納及過戶表格

To be completed in every detail 每項均須填寫

Branch Share Registrar in Hong Kong: Tengis Limited

香港股份過戶登記分處: 登捷時有限公司

26/F, Tesbury Centre

28 Queen's Road East

Wanchai, Hong Kong

香港灣仔

皇后大道東28號

金鐘匯中心26樓

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.01 each in the issued share capital of Sys Solutions Holdings Limited (the "Share(s)") specified below.  
下述「轉讓人」現按下列代價，向下述「承讓人」轉讓下文所註明軟迅科技控股有限公司已發行股本每股面值0.01港元之股份（「股份」）。

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, you will be deemed to have accepted the Offer in respect of your entire registered holding of Shares.

請填上接納收購建議之股份總數。如無填寫數目或填寫之數目超過閣下登記持有之股份數目，則閣下將被視作就閣下名下全部登記持有之股份接納收購建議。

PLEASE DO NOT DATE  
請勿填寫日期

Number of Share(s) 股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人 姓名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Surname(s)/Company name(s) 姓氏/公司名稱	Other name(s) 名字
	Registered address 登記地址	
		Telephone number 電話號碼
	CONSIDERATION 代價	
	HK\$0.060579 in cash for each Offer Share 每股發售股份現金0.060579港元	
TRANSFEEE 承讓人	Name 名稱	Colpo Mercantile Inc.
	Correspondence address 通訊地址	Portcullis TrustNet Chambers P.O. Box 3444, Road Town Tortola, British Virgin Islands
	Occupation 職業	Corporation 公司
SIGNED by the parties to this transfer, this _____ day of _____, 2006 轉讓雙方簽署日期: 二零零六年 _____ 月 _____ 日		

Signed by the Transferor(s) in the presence of:

轉讓人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 地址

Occupation 職業

Signature(s) of Transferor(s)  
轉讓人簽署

ALL JOINT  
HOLDERS  
MUST SIGN  
HERE  
所有聯名持有人  
均須於本欄  
簽署

Do not complete

請勿填寫本欄

Signed by the Transferee in the presence of:

承讓人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 地址

Occupation 職業

For and on behalf of

代表

Colpo Mercantile Inc.

Signature of Transferee

承讓人簽署

# PERSONAL DATA

## Personal information Collection Statements

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 20th December, 1996. This personal information collection statement informs you of the policies and practices of Colpo Mercantile Inc. (the "Offeror") and Tengis Limited (the "Registrar") in relation to personal data and the Ordinance.

### 1. Reasons for the collection of your personal data

To accept the unconditional mandatory cash offer made by Baron Capital Limited ("Baron Capital") on behalf of the Offeror 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.

### 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 your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holder(s) of the Share(s) (the "Shareholder(s)");
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or Baron Capital or their respective agents and the Registrar;
- compiling statistical code information and Shareholder(s) profiles;
- 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 other purpose to which the Shareholder(s) may from time to 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 Offeror and 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, Baron Capital and their respective agents, and the Registrar;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to 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 your bankers, solicitors, accountants or licensed securities dealers; and
- any other persons whom the Offeror or the Registrar considers to be necessary or desirable in the circumstances.

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

### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror 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 and the Registrar have the rights 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 or the Registrar (as the case may be).

## 個人資料

### 個人資料收集聲明

香港法例第486章個人資料(私隱)條例(「條例」)之主要條文於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在知會閣下有關Colpo Mercantile Inc. (「收購方」)及登捷時有限公司(「股份過戶登記處」)之個人資料及條例之政策及慣例。

### 1. 收集 閣下個人資料之原因

如欲就閣下之股份接納建勤融資有限公司(「建勤融資」)代表收購方提出之無條件強制現金收購建議，閣下必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遭拒絕受理或延誤處理。

### 2. 用途

閣下於本表格提供之個人資料可能(以任何方式)就下列用途使用、持有及/或保存：

- 處理閣下之接納及核實或遵循本表格及綜合收購建議文件所載條款及申請程序；
- 登記閣下名下股份之轉讓；
- 保存或更新有關股份持有人(「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；
- 收購方及/或建勤融資或其各自代理及股份過戶登記處發出通訊；
- 編撰統計代碼資料及股東資料；
- 根據法律、規則或規例(不論法定或其他規定)作出披露；

- 有關收購方或股份過戶登記處業務之任何其他用途；及
- 上述有關任何其他臨時或關連用途及股東可能不時同意或獲知會之其他用途。

### 3. 轉交個人資料

本表格提供之個人資料將作為機密資料保存，惟收購方及股份過戶登記處為達致上述任何用途，可能作出其認為需要之查詢，以確認個人資料之準確性；彼等尤其可能向或自或與下列任何及所有人士及實體披露、獲取或轉交(不論在香港境內或境外)該等個人資料：

- 收購方、建勤融資及其各自代理及股份過戶登記處；
- 就股份過戶登記處經營業務向其提供行政、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；
- 任何監管或政府機關；
- 與閣下進行或建議進行交易之任何其他人士或機構，如閣下之往來銀行、律師、會計師或持牌證券交易商；及
- 收購方或股份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。

閣下一經簽署本表格即表示同意上述所有條款

### 4. 獲取及更正個人資料

條例賦予閣下權利，確定收購方或股份過戶登記處是否持有閣下之個人資料，獲取該等資料，以及更正任何錯誤資料。根據該條例之規定，收購方及股份過戶登記處有權就獲取任何資料之要求收取合理手續費。獲取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，須提交收購方及股份過戶登記處(視情況而定)。

**THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to any aspect of this form of acceptance and transfer 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 otherwise transferred all your shares of HK\$0.01 each (the "Share(s)") in Sys Solutions Holdings Limited (the "Company"), you should at once hand this form of acceptance and transfer and the accompanying composite offer document dated 29 November, 2006 (the "Composite Offer Document") to the purchaser(s) or the transferee(s) or to the bank manager, licensed securities dealer or registered institution in securities, stockbroker 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 (as defined below) to certain persons residing in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, 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 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 jurisdiction.

### HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Composite Offer Document before completing this form of acceptance and transfer. To accept the unconditional mandatory cash offer made by Baron Capital Limited ("Baron Capital") on behalf of Colpo Mercantile Inc. (the "Offeror") to acquire your Shares at a cash consideration of HK\$0.060579 per Offer Share (the "Offer"), you should complete and sign this form of acceptance and transfer overleaf and forward the completed form of acceptance and transfer, 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 in respect thereof) for not less than such number of Shares in respect of which you wish to accept under the Offer, by post or by hand, to **Tengis Limited at 26/F, Tesbruy Centre, 28 Queen's Road East, Wanchai, Hong Kong** (the "Registrar") marked "Sys Solutions Offer" on the envelope, as soon as practicable after receipt of this form of acceptance and transfer, but in any event so as to reach the Registrar by no later than 4:00 p.m. on Wednesday, 20 December, 2006 or such later time and/or date as the Offeror may determine and announce. All words and expressions defined in the Composite Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form of acceptance and transfer.

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

#### To: Baron Capital and the Offeror

1. My/Our execution of this form of acceptance and transfer overleaf (whether or not such form is dated which shall be binding on my/our successors and assigns) ordinary shall constitute:

- (a) my/our acceptance of the Offer made by Baron Capital 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 and transfer or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holders of, in respect of all such Shares as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instruction and authority to Baron Capital and/or the Offeror or 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 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 authorize and instruct the Registrar to hold such Share Certificate(s) on and 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 and transfer;
- (c) my/our irrevocable instruction and authority to Baron Capital and/or the Offeror or 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 after deduction of all ad valorem stamp duty and (if any) transaction levy payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our risk to the person named 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;

*(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 joint registered shareholders.)*

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

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

- (d) my/our instruction and authority to Baron Capital or the Offeror or such person or persons as it/they 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 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 and transfer in accordance with the provisions of that Ordinance;
- (e) my/our instruction and authority to Baron Capital or the Offeror or such person or persons as it/they may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date 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 Shares tendered for acceptance of 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 tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all rights of pre-emption, liens, charges, options, claims, equities, encumbrances and any other third party rights or interests of any nature whatsoever and together with all rights attaching thereto as at the closing date of the Offer, including the rights to receive all dividends and distributions declared, made or paid on such Shares on or after completion of the Offer; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by Baron Capital or the Offeror or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.

2. 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, authorizations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorize 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 satisfactory indemnity or indemnities required in respect thereof) forwarded with this form of acceptance and transfer, together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our 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:* Where you have sent one or more transfer receipt(s) and in the meantime, the relevant Share Certificate(s) has/have been collected by Baron Capital and/or the Offeror or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such Share Certificate(s) in lieu of the transfer receipt(s).

3. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities as may be required by Baron Capital and the Offeror in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms of the Offer. I/We understand that no acknowledgment of receipt of any form(s) of acceptance and transfer, Share Certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given.

4. I/We hereby warrant and represent to you that, I am/we are the registered shareholder(s) of the number of Shares specified in this form of acceptance and transfer and I/we have the full rights, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Offer free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and all other third party rights or interests of any nature whatsoever and together with all rights attaching thereto as at the closing date of the Offer, including the rights to receive all dividends and distributions declared, paid or made on such Shares on or after completion of the Offer.

本接納及過戶表格乃重要文件，請即處理。閣下如對本接納及過戶表格之任何方面或應採取之行動有任何疑問，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。

閣下如已將名下之軟迅科技控股有限公司（「本公司」）每股面值0.01港元股份（「股份」）全部售出或轉讓，應立即將本接納及過戶表格連同隨附日期為二零零六年十一月二十九日之綜合收購建議文件（「綜合收購建議文件」），送交買方或承讓人或經手買賣或轉讓之銀行經理、持牌證券交易商或註冊證券機構／證券經紀或其他代理，以便轉交買方或承讓人。

向居於香港境外司法權區之若干人士提出收購建議（定義見下文）可能會受到有關司法權區法例影響。倘閣下為香港境外司法權區之公民或居民或國民，應自行瞭解及遵守任何適用法例規定。閣下如欲接納收購建議，即有責任自行完全遵守有關司法權區在此方面之法例，包括獲得任何可能需要之政府、外匯管制或其他同意或辦理其他必需手續及就有關司法權區支付任何轉讓或其他稅項。

## 如何填寫本表格

股東填寫本接納及過戶表格前，務請細閱綜合收購建議文件。為接納由建勳融資有限公司（「建勳融資」）代表Colpo Mercantile Inc.（「收購方」）提出之無條件強制現金收購建議（「收購建議」），以每股發售股份0.060579港元之現金代價收購閣下之股份，閣下應填妥及簽署背頁本接納及過戶表格，並將填妥之表格連同不少於閣下擬接納收購建議涉及之有關數目股份之有關股票（「股票」）及／或過戶收據及／或任何其他所有權文件（及／或任何有關之彌償保證），在可行情況下，於接獲本接納及過戶表格後，盡快郵寄或親身交回登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓（「股份過戶登記處」），信封面請註明「軟迅科技收購建議」，惟在任何情況下不得遲於二零零六年十二月二十日星期三下午四時正或收購方能決定及公佈之較後時間及／或日期前送達股份過戶登記處。除非文義另有所指，本接納及過戶表格所用之所有詞彙及用語與綜合收購建議文件所界定者具有相同涵義。

## 收購建議之接納及過戶表格

致：建勳融資及收購方

- 本人／吾等簽署本接納及過戶表格背頁（無論該表格是否已註明日期，本人／吾等之承繼人及委任人將受此約束），即表示：
    - 本人／吾等根據綜合收購建議文件所載由建勳融資代表收購方提出之收購建議，按所述代價，並受當中與本接納及過戶表格條款及條件之規限，就本接納及過戶表格所註明數目股份接納收購建議，或如未有註明數目或所註明之數目高於本人／吾等登記持有之股份數目，則為本人／吾等登記持有之全部該等股份；
    - 本人／吾等向建勳融資及／或收購方或其各自之代理作出不可撤回指示及授權，代表本人／吾等憑出示股份經本人／吾等正式簽署之隨附過戶收據及／或其他所有權文件（如有）（及／或任何就此所需滿意彌償保證），向本公司或股份過戶登記處領取本人／吾等就股份獲發之股票，並將有關股票送交股份過戶登記處，同時授權及指示股份過戶登記處根據在收購建議條款及條件及在其規限下持有有關股票，猶如有關股票已連同本接納及過戶表格一併送交股份過戶登記處；
    - 本人／吾等向建勳融資及／或收購方或其各自之代理作出不可撤回指示及授權，就本人／吾等根據收購建議條款有權獲取之現金代價，經扣除本人／吾等就接納收購建議應付之一切從價印花稅及（如有）交易徵費後，以「不得轉讓—只准入抬頭人賬戶」方式劃線向本人／吾等開出支票，並以平郵寄交下述人士或如下文並無註明姓名及地址，則按本公司股東名冊所示登記地址寄交本人或（如屬聯名登記股東）吾等中排名首位之人士，有關風險概由本人／吾等自行承擔；  
*（附註：如收取支票之人士並非登記股東或排名首位之聯名登記股東，請填上有關人士之姓名及地址。）*  
**姓名：**（請用正楷填寫） .....
  - 本人／吾等向建勳融資或收購方或其可能指定人士作出指示及授權，代表本人／吾等以根據收購建議出售股份之賣方身分，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須由本人／吾等訂立及簽署之買賣單據，並按該條例之條文就此繳付印花稅及安排在本接納及過戶表格背書證明；
  - 本人／吾等向建勳融資或收購方或其可能指定之人士作出指示及授權，代表本人／吾等填寫及簽署任何文件，包括但不限於在本接納及過戶表格填上日期，或如本人／吾等或任何其他人士已填上日期，刪去該日期，並另行填上日期，以及辦理任何其他必需或合宜之手續，將本人／吾等就接納收購建議交出之股份撥歸收購方或其可能指定人士所有；
  - 本人／吾等承諾在可能需要或適當情況下簽署其他文件及辦理其他手續及事項，以向收購方或其可能指定人士轉讓本人／吾等就接納收購建議交出之股份，且概不附帶任何優先權、留置權、抵押、購股權、索償、衡平權、產權負擔及任何第三方權利或任何性質權益，並附有於收購建議結束日期產生及附帶之一切權利，包括有權收取於收購建議完成時或之後就該等股份所宣派、作出或派付之一切股息及分派；及
  - 本人／吾等追認各項及一切由建勳融資或收購方或其各自之代理或其可能指定之人士於行使本接納及過戶表格所載任何權力時可能辦理或完成之手續或事項。
- 倘本人／吾等之接納根據收購建議條款屬無效或被視作無效，則上文1段載列之一切指示、授權及承諾均告終止，而本人／吾等授權並要求閣下，將本人／吾等隨同本接納及過戶表格送交之股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需滿意彌償保證），連同已正式註銷之本接納及過戶表格，一併以平郵寄回上文1(c)段所述人士及地址或如無填上姓名及地址，則按本公司股東名冊所示之登記地址，寄回本人或（如屬聯名登記股東）吾等中排名首位之人士，有關風險概由本人／吾等自行承擔。
- 附註：倘閣下交回一份或多份過戶收據，而建勳融資及／或收購方或其各自之代理同時已代表閣下向本公司或股份過戶登記處領取有關股票，則閣下將獲發還此等股票而非過戶收據。*
- 本人／吾等茲奉本人／吾等持有之全部／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／或建勳融資及收購方就此可能要求之任何滿意彌償保證），該等文件將由閣下按收購建議條款予以保存。本人／吾等明白，概不就收訖任何接納及過戶表格、股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需滿意彌償保證）獲發收據。
  - 本人／吾等謹此向閣下保證及聲明，本人／吾等為於本接納及過戶表格所列數目股份之登記股東，而本人／吾等擁有透過接納收購建議由收購方出售及轉交該等股份之所有權及擁有權之一切權利、權力及授權，且該等股份概不附帶任何優先權、購股權、留置權、索償、衡平權、抵押、產權負擔及所有其他第三方權利或任何性質權益，並附有於收購建議結束日期附帶及產生之所有權利，包括有權收取於收購建議完成時或之後就該等股份所宣派、派付或作出之一切股息及分派。