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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，並明確表示概不會就因接納表格全部或任何部分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。

Unless the context otherwise requires, terms used in this form bear the same meanings as defined in the composite offer and response document dated 24 May 2017 (the “Composite Document”) jointly issued by ZHANG Qiang and Feishang Non-metal Materials Technology Limited.

除文義另有所指外，本表格所用詞彙與張強及飛尚非金屬材料科技有限公司於二零一七年五月二十四日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定者具相同涵義。

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

閣下如欲接納要約，請使用接納表格。



FSNMT

Feishang Non-metal Materials Technology Limited

飛尚非金屬材料科技有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 8331)

(股份代號：8331)

**FORM OF ACCEPTANCE AND TRANSFER
OF ORDINARY SHARE(S) OF HK\$0.01 EACH (THE “SHARE(S)”) IN THE ISSUED SHARE CAPITAL
OF FEISHANG NON-METAL MATERIALS TECHNOLOGY LIMITED**

飛尚非金屬材料科技有限公司已發行股本中每股面值0.01港元普通股（「股份」）
之接納及過戶表格

All parts should be completed except the sections marked “Do not complete” 除註明「請勿填寫本欄」外 每項均須填寫

Share registrar and transfer office: Tricor Investor Services Limited

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

股份過戶登記處：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. (note) 閣下必須填上接納要約之股份總數。 (附註)	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 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，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 將予轉讓之股份數目	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	TRANSFEROR(S) name(s) and address in full 轉讓人全名及詳細地址 (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\$0.70 in cash for each Share 每股股份現金0.70港元	
TRANSFEEE 承讓人	Name 名稱：ZHANG Qiang 張強 Correspondence address: Flat F, 3rd Floor, Podium Building, Guo Hang Shi Ji Da Sha, 46 Xiao Yun Road, Chao Yang District, Beijing, PRC* 通訊地址：中國北京市朝陽區霄雲路46號國航世紀大廈裙樓三層F戶 Occupation: Merchant 職業：商人		

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

由轉讓人或其代表在下列人士見證下簽署：

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 the 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

提交本股份要約接納表格之日期

**ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE**

所有
聯名已登記
持有人均須於
本欄個別簽署

Do not complete 請勿填寫本欄

Signed by or on behalf of the Transferee in the presence of:

承讓人或其代表在下列人士見證下簽署：

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

SIGNED by the Transferee to this transfer, this _____ day of _____ 2017

由承讓人於二零一七年 _____ 月 _____ 日簽署

For and on behalf of 為及代表

Mr. ZHANG Qiang (張強先生)

Signature of Transferee his 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 your registered holding of Share(s) or those physical Share(s) tendered for acceptance of the Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time and date for acceptance of the Offer.

附註：請填上接納要約所涉及之股份總數。倘並無填寫數目或倘所填寫之總數大或少於就接納要約所交回之股份數目，而閣下已簽署本表格，則本表格將退回閣下作更正及再行提交。任何經更正之表格必須於接納要約之最後時間及日期或之前再行提交並送交過戶處。

* For identification purpose only

* 僅供識別之用

THIS FORM 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 accompanying 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 onward transmission to the purchaser(s) or transferee(s).

KSL is making the Offer on behalf of the Offeror. The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions in which they are resident. Overseas Shareholders should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions or keep themselves informed about and observe any applicable legal or regulatory requirements. It is the responsibility of Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of all relevant jurisdictions in connection with the acceptance of the Offer (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 other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes) due by the accepting Shareholders. The Offeror and parties acting in concert with him, KCF, KSL, the Registrar or any of their respective ultimate beneficial owners, directors, officers, professional advisers, agents or associates or any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes or duties as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you to the Offeror, KSL and the Company that you have observed and complied with all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory, and that 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 OF ACCEPTANCE

Independent 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 KSL on behalf of the Offeror to acquire your Shares at a price of HK\$0.70 per Share in cash, 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 such number of Shares in respect of which you wish to accept the Offer, by post or by hand, marked "Feishang Non-metal Materials Technology Limited – Offer" to the Registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Wednesday, 14 June 2017 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce as a result of a revision or an extension of the Offer, if any, in accordance with the Takeovers Code.

FORM OF ACCEPTANCE

To: The Offeror, KSL and the Registrar

- My/Our execution of this Form of Acceptance overleaf shall be binding on my/our successors and assigns, and shall constitute:
 - my/our irrevocable acceptance of the Offer made by KSL on behalf of the Offeror, as contained in the Composite 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 KSL 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 delivery 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 authorise and instruct the Registrar to hold such share certificate(s), subject to the terms and conditions of the Offer, as if it/they was/were delivered to the Registrar together with this Form of Acceptance;
 - my/our irrevocable instruction and authority to each of the Offeror and/or KSL 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 (less seller's Hong Kong 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 seven (7) Business Days from the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete, valid and in compliance 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 LETTERS) _____
Address: (in BLOCK LETTERS) _____
 - my/our irrevocable instruction and authority to each of the Offeror and/or KSL and/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 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;
 - my/our irrevocable instruction and authority to each of the Offeror and/or KSL 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 he may direct my/our Shares 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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as he may direct free from all encumbrances and with all rights and benefits at any time accruing or attached to them including the right to receive all dividends and distributions declared, paid or made on or after the date on which the Offer is made;
 - my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or KSL and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the rights contained herein; and
 - my/our appointment of the Offeror and/or KSL as my/our attorney in respect of all the Shares 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.
- 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 KSL that (i) the Shares held by me/us to be acquired under the Offer are 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, including, without limitation, the right to receive dividends and distributions recommended, declared, made or paid, 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, parties acting in concert with him, the Company, KSL 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.
- 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 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 the Offeror and/or KSL 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).
- 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 warrant and represent to the Offeror, KSL and the Company that I am/we are the registered Shareholder(s) of the number of Shares 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 Shares to the Offeror by way of acceptance of the Offer.
- I/We warrant to the Offeror, KSL and the Company that I/we have observed and are complied with all applicable laws and regulations where my/our address is located as set out in the register of members of the Company in connection with acceptance of the Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control and other consents and made all registrations and filings required in compliance with all necessary formalities, regulatory and legal requirements; and that I/we have paid all issue, transfer or other taxes or duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
- I/We warrant to the Offeror, KSL and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us 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.
- I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- 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 either the Offeror or his nominee.
- 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.
I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, KSL 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 he may direct, to give:
 - an authority to the Company and/or his 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 his 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 his nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, KSL, the Company and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”).

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purposes

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

- processing of your acceptance and verification of 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 holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing benefit entitlements of the Shareholders;
- distributing communications from the Offeror and/or his agents such as his financial adviser and/or the Company and/or 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, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or KSL and/or the Company to discharge his/its obligations to the Shareholders and/or under applicable regulations, and any other purposes to which the Shareholders may from time to time agree 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 KSL and/or the Company 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, KSL, the Company and/or any of their agents, officers 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 Offeror and/or KSL and/or the Company 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 their bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or KSL and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror and/or KSL and/or the Company and/or the Registrar will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, KSL, the Company 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, KSL, the Company 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, KSL, the Company 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

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、本公司及過戶登記處及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之理由

倘閣下欲就閣下之股份而接納要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據要約應得之代價。

2. 用途

閣下於本表格所提供之個人資料可以任何方式被使用、持有及／或保存，以作下列用途：

- 處理閣下之接納及核實遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義發出之股份之轉讓；
- 保存或更新有關股東之名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立股東之獲益權利；
- 發送要約人及／或其代理(例如其財務顧問及／或本公司及／或過戶登記處)所發出之通訊；
- 編製統計資料及股東之資料；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、本公司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附帶或關連用途及／或令要約人及／或金利豐證券及／或本公司得以履行彼等對股東及／或適用法規項下之責任，及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及／或金利豐證券及／或本公司及／或過戶登記處為達致上述或有關任何上述之用途，可能作出必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、金利豐證券、本公司及／或其任何代理、高級職員及顧問、過戶登記處及海外主要股份登記處(如有)；
- 為要約人及／或金利豐證券及／或本公司及／或過戶登記處提供與其業務營運有關的行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他個人或機構，例如閣下之銀行、律師、會計師、持牌證券商或註冊證券機構；及
- 要約人及／或金利豐證券及／或本公司及／或過戶登記處認為必需或適當情況之任何其他個人或機構。

4. 個人資料之保留

要約人及／或金利豐證券及／或本公司及／或過戶登記處將按收集個人資料之用途需要保留本表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人、金利豐證券、本公司及過戶登記處是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人、金利豐證券、本公司及過戶登記處可就獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人、金利豐證券、本公司或過戶登記處(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。