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Unless the context otherwise requires, terms used in this form of acceptance (the "Form of Acceptance") shall bear the same meanings as those defined in the composite document dated 23 November 2009 (the "Composite Document") issued jointly by Standard Cosmos Limited and Natural Beauty Bio-Technology Limited.
除文義另有規定外，本接納表格(「接納表格」)所用詞彙與Standard Cosmos Limited及自然美生物科技有限公司聯合刊發日期為二零零九年十一月二十三日之綜合文件(「綜合文件」)所界定者具相同涵義。



Natural Beauty Bio-Technology Limited
自然美生物科技有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 00157)

(於開曼群島註冊成立之有限公司)
(股份代號: 00157)

FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.10 EACH IN
THE ISSUED SHARE CAPITAL OF NATURAL BEAUTY BIO-TECHNOLOGY LIMITED

自然美生物科技有限公司

已發行股本中每股面值0.10港元股份之接納及過戶表格

All parts of this Form of Acceptance should be completed

本接納表格每項均須填寫

Registrar
過戶登記處

Hong Kong Registrars Limited
Rooms 1712-1716, 17/F., Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
香港證券登記有限公司
香港灣仔皇后大道東183號合和中心17樓1712-1716室

FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby transfer to the "Transferee" named below the shares of HK\$0.10 each in the issued share capital of Natural Beauty Bio-Technology Limited (the "Natural Beauty Shares") held by the Transferor(s) specified below upon and subject to the terms and conditions contained herein and in the Composite Document.
下述之「轉讓人」現根據本接納表格及綜合文件中列明的條款和條件，按下列代價，將以下註明轉讓人所持自然美生物科技有限公司已發行股本中每股面值0.10港元之股份(「自然美股份」)轉讓予下述之「承讓人」。

Number of Natural Beauty Share(s) (Note) to be transferred 所轉讓自然美股份數目(附註)	FIGURES 數字	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) 轉讓人全名及地址(請用打字機或正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	Other name(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$1.25 in cash for each Natural Beauty Share 每股自然美股份現金1.25港元	
TRANSFEREE 承讓人	Name: 名稱: Correspondence Address: 通信地址: Occupation: 職業:	Standard Cosmos Limited P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. Corporation 公司
SIGNED by the parties to this transfer, this _____ day of _____ 2009 由轉讓雙方於二零零九年 _____ 月 _____ 日 簽署		

PLEASE
DO NOT
DATE
請勿填寫日期

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

ALL JOINT
HOLDERS
MUST SIGN
HERE

所有聯名持有人
均須於本欄個別
簽署

Signature(s) of Transferor(s)/Company chop (if applicable)
轉讓人簽署/公司蓋章(視適用情況而定)

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
Standard Cosmos Limited

Signature of Transferee/authorised signatory(ies)
承讓人/授權簽署人簽署

Note: Insert the total number of Natural Beauty Share(s) for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Natural Beauty Share(s) is inserted in this Form of Acceptance and you have signed this form, you will be deemed to have accepted the Offer in respect of your entire registered holding of Natural Beauty Share(s).
附註: 填寫接納收購建議之自然美股份總數。倘在本接納表格中並無填寫數目或填寫之數目多於閣下登記持有之自然美股份之數目而閣下已簽署本接納表格，則閣下將被視為就閣下全部登記持有之自然美股份接納收購建議。

PERSONAL DATA

Personal Information Collection Statements

The main provisions 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 Bidco, Citi, Natural Beauty 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 Natural Beauty 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 of Acceptance 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 of Acceptance and the Composite Document;
- registering transfers of the Natural Beauty Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Natural Beauty Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from Bidco, Natural Beauty and/or their respective agent(s), such as the financial advisers and the Registrar;
- compiling statistical code information and profiles of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of Bidco, Citi, Natural Beauty and/or the Registrar; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time to 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 Bidco, Citi, Natural Beauty 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:

- Bidco, Citi, Natural Beauty, any of their respective subsidiaries and/or agents and/or the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to Bidco, Citi, Natural Beauty and/or the Registrar, in connection with the operation of their respective 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, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom Bidco, Citi, Natural Beauty 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 Bidco, Citi, Natural Beauty and/or the Registrar holds your personal data, to obtain a copy of that data and to correct any data that is incorrect. In accordance with the Ordinance, Bidco, Citi, Natural Beauty and the Registrar have the right 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 Bidco, Citi, Natural Beauty and/or the Registrar (as the case may be).

BY SIGNING THIS FORM YOU AGREE TO ALL OF THE ABOVE

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult a 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 Natural Beauty 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, 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 by Citi, on behalf of Bidco, to Overseas Independent Shareholders may be affected by the laws and regulations of the relevant jurisdictions. If you are such a person or a person (including, without limitation, a custodian, nominee or trustee) who would, or otherwise intend to, forward the Composite Document and/or this Form of Acceptance to any jurisdiction outside Hong Kong, you should inform yourself about, and observe and comply with, any applicable legal, tax and regulatory requirements. It is your responsibility, if you wish to accept the Offer, to satisfy yourself as to the full observance of, and compliance with, the laws of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consent which may be required or compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in respect of such jurisdiction. Acceptance of the Offer by you will constitute a warranty by you in favour of Bidco that you are permitted under all applicable laws to receive and accept the Composite Document and/or the Offer and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Shareholders are advised to read the Composite Document before completing this Form of Acceptance. The provisions of "Appendix I – Further Terms of the Offer" to the Composite Document are incorporated into and form part of this Form of Acceptance. To accept the Offer made by Citi on behalf of Bidco to acquire your Natural Beauty Share(s) at a cash price of HK\$1.25 per Natural Beauty Share, you should complete and sign this Form of Acceptance and forward it, together with the relevant share certificate(s) ("Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof), for not less than such number of Natural Beauty Share(s) in respect of which you accept the Offer, by post or by hand, in an envelope marked "Natural Beauty Mandatory Cash Offer", to Hong Kong Registrars Limited at Rooms 1712-1716, 17/F., Hopewell Centre, 183 Queen's Road Central, Wanchai, 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 14 December 2009 (Hong Kong time) or such later time and/or date as Bidco may determine and announce in accordance with the Takeovers Code.

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」)的主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關於Bidco、花旗、自然美及過戶登記處有關個人資料及該條例的政策及慣例。

1. 收集閣下個人資料的原因

如閣下接納就自然美股份的收購建議，閣下須提供所需的個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒絕或受到延誤。

2. 用途

閣下根據本接納表格提供的個人資料可能會被(以任何形式)採用、持有及/或保存作下列用途:

- 處理閣下的接納申請及核實遵循本接納表格及綜合文件載列的條款及申請程序;
- 登記將自然美股份從閣下名下轉出;
- 保存或更新自然美股份的相關股東名冊;
- 核實或協助核實簽名，以及進行任何其他資料核實或交換;
- 分發來自Bidco、自然美及/或其各自的代理人(如財務顧問及過戶登記處)的訊息;
- 編製統計代碼資料及股東資料;
- 按法例、規則或規定(無論法定或其他規定)作出披露;
- 有關Bidco、花旗、自然美及/或過戶登記處業務的任何其他用途;及
- 有關上文所述任何其他附帶或關連用途及股東可能不時同意或獲悉的其他用途。

3. 轉交個人資料

本接納表格提供的個人資料將作為機密資料妥善保存，惟Bidco、花旗、自然美及/或過戶登記處為達致上述任何用途可能作出必需的查詢，以確認個人資料的準確性，彼等尤其可能披露、獲取或轉交(無論在香港或香港境外地區)該等個人資料予下列任何及所有個人及實體，或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港境外地區)該等個人資料:

- Bidco、花旗、自然美、彼等各自的任何附屬公司及/或代理人及/或過戶登記處;
- 任何為Bidco、花旗、自然美及/或過戶登記處就其各自的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理商、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的任何其他個人或機構，例如閣下的銀行、律師、會計師、持牌證券交易商或註冊證券機構;及
- 任何為Bidco、花旗、自然美或過戶登記處認為必需或適當情況下的任何其他個人或機構。

4. 索取及更正個人資料

該條例規定閣下有權確認Bidco、花旗、自然美及/或過戶登記處是否持有閣下的個人資料，並索取該資料副本，以及更正任何錯誤資料。依據該條例的規定，Bidco、花旗、自然美及過戶登記處可就處理任何索取資料之要求收取合理的手續費。所有關於索取資料或更正資料或索取有關政策及慣例及所持資料類別的要求，須提交Bidco、花旗、自然美及/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

本接納表格乃重要文件，請即處理。閣下如對本接納表格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。

閣下如已售出或轉讓名下所有自然美股份，應立即將本接納表格及綜合文件送交買主或承讓人，或經手買賣或轉讓的銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。花旗代表Bidco向海外獨立股東提出之收購建議可能會受到有關司法管轄區法律或法規影響。倘閣下為該等人士或為一名將會或有意將綜合文件及/或本接納表格轉送往任何香港境外司法管轄區之人士(包括但不限於託管人、代名人或受託人)，閣下應自行了解、遵守並符合任何適用法律、稅務及監管規定。倘閣下有意接納收購建議，則有責任全面遵守有關司法管轄區內與收購建議有關之法律，包括取得任何可能所需之政府、外匯管制或其他同意，或辦理其他必要之正式手續，以及繳付有關司法管轄區之任何應付發行費、過戶費及其他稅項。閣下接納收購建議將構成閣下向Bidco作出之保證，保證閣下在所有適用法律下均獲准收取及接納綜合文件及/或收購建議以及其任何修訂，而有關接納在任何適用法律下均屬有效及具約束力。

如何填寫本接納表格

填寫本接納表格前，股東應先仔細閱讀綜合文件。綜合文件「附錄一—收購建議之其他條款」之條文收錄於本接納表格，並構成本接納表格之一部分。閣下如接納花旗代表Bidco提出按每股自然美股份1.25港元現金價格收購閣下之自然美股份之收購建議，應填妥及簽署本接納表格，連同不少於閣下接納收購建議所涉及自然美股份數目之相關股票(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或就此令人信納之彌償保證)，盡快以郵寄或專人送遞方式送交香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室，信封面註明「自然美強制性現金收購建議」，惟在任何情況下不得遲於二零零九年十二月十四日香港時間下午四時正前或Bidco根據收購守則可能決定及公佈之其他較後時間及/或日期送達過戶登記處。

FORM OF ACCEPTANCE

To: **Citi and Bidco**

1. My/Our execution of this Form of Acceptance (whether or not it is dated) shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Citi, on behalf of Bidco, as contained in the Composite Document for the consideration and on and subject to the terms and conditions mentioned in the Composite Document and this Form of Acceptance, in respect of the number of Natural Beauty Share(s) specified in this Form of Acceptance or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holder(s) of, in respect of all such Natural Beauty Share(s) as to which I/we am/are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to each of Bidco and/or Citi 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 and 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 Natural Beauty;
(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) _____
 - (c) my/our irrevocable instruction and authority to each of Bidco and/or Citi or such person or persons as either 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 Natural Beauty 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 of Acceptance in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to each of Bidco and/or Citi or such person or persons as either of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Offer including, without limitation, to insert a date in this Form of Acceptance or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this Form of Acceptance, and to do any other act that may be necessary or expedient for the purpose of vesting in Bidco or such person or persons as it may direct my/our Natural Beauty Share(s) tendered for acceptance of the Offer;
 - (e) 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 Natural Beauty Share(s) to Bidco or such person or persons as it may direct with all rights attached thereto as at the date of the Announcement, or subsequently becoming attached thereto, including, without limitation, all rights to any dividends or other distributions declared, made or paid on or after the date of the Announcement, and free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights, in respect of the Natural Beauty Share(s) tendered pursuant to the Offer;
 - (f) my/our irrevocable instruction and authority to Bidco and/or Citi or any of their respective agent(s) to collect from the Registrar on my/our behalf the Share Certificate(s) in respect of the Natural Beauty Share(s) due to be issued to me/us in accordance with, and against the surrender of, the enclosed transfer receipt(s), 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 were Share Certificate(s) delivered to the Registrar together with this Form of Acceptance in accordance with and subject to the terms of the Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by Bidco and/or Citi or any of their respective agent(s) or such person or persons as any of them may direct in the exercise of any rights contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to Bidco and, in the case of the warranty in 2(f) below, Natural Beauty that:
 - (a) the Natural Beauty Share(s) held by me/us to be acquired under the Offer are sold with all rights attached thereto as at the date of the Announcement, or subsequently becoming attached thereto, including, without limitation, all rights to any dividends or other distributions declared, made or paid on or after the date of the Announcement, and free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights;
 - (b) I/we have the full right, power and authority to sell and pass the title and ownership of my/our Natural Beauty Share(s) to Bidco by way of acceptance of the Offer;
 - (c) I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Natural Beauty in connection with my/our acceptance of the Offer, including obtaining any governmental, exchange control or other consents which may be required and compliance with all other necessary formalities or legal requirements;
 - (d) I/we shall be fully responsible for payment of any issue, transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of Natural Beauty in relation to my/our acceptance of the Offer;
 - (e) I/we have not taken or omitted to take any action which will or may result in Bidco or any other person involved in the Offer acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof; and
 - (f) I am/we are permitted under all applicable laws to receive and accept the Composite Document and/or the Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws.
3. 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, 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 the title (and/or satisfactory indemnity or indemnities requested in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(b) 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 Natural Beauty.
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 any of Bidco and/or Citi or any of their respective agent(s) from Natural Beauty or the Registrar on your behalf, you will be sent such Share Certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of the title (and/or satisfactory indemnity or indemnities in respect thereof) for the whole/part of my/our holding of Natural Beauty 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 any 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 at my/our own risk.
5. 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 cannot be withdrawn except in the circumstances set out in the Composite Document.

THE ENGLISH LANGUAGE TEXT OF THIS FORM OF ACCEPTANCE SHALL PREVAIL OVER THE CHINESE LANGUAGE TEXT.

接納表格

致：花旗及Bidco

1. 本人／吾等一經簽署本接納表格(不論是否已註明日期)，本人／吾等之承繼人及受讓人將受此約束，並構成：
 - (a) 本人／吾等按綜合文件所述代價，按照並遵守綜合文件及本接納表格所述條款及條件，就本接納表格所註明自然美股份數目，或如並無註明有關數目，或註明數目多於以本人／吾等為登記持有人之數目，則就所有該等以本人／吾等為登記持有人之自然美股份，不可撤銷地接納綜合文件所載由花旗代表Bidco提出之收購建議；
 - (b) 本人／吾等不可撤銷地分別指示及授權Bidco及／或花旗或彼等各自之任何代理人，就本人／吾等根據收購建議之條款應得之現金代價(扣除本人／吾等就本人／吾等接納收購建議應付之所有賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後按下述地址以平郵方式寄予以下人士，或如無於下欄填上姓名及地址，則按自然美股東名冊所示登記地址以平郵方式寄予本人或吾等當中名列首位者(如屬聯名登記股東)，風險概由本人／吾等承擔；
(附註：倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。)
姓名：(請用正楷填寫) _____
地址：(請用正楷填寫) _____
 - (c) 本人／吾等不可撤銷地分別指示及授權Bidco及／或花旗或彼等可能就此各自指定之有關人士，代表本人／吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人／吾等作為根據收購建議出售自然美股份之賣方須製備及簽立之成交單據，並按該條例之規定安排該單據加蓋印花，及安排在本接納表格加上簽註；
 - (d) 本人／吾等不可撤銷地分別指示及授權Bidco及／或花旗或彼等可能各自指定之有關人士，代表本人／吾等填妥、修改及簽署任何與本人／吾等接納收購建議有關的文件，包括但不限於在本接納表格填上日期，或如本人／吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，及在本接納表格填上、刪去、修改或替換承讓人，以及辦理任何其他必需或權宜之手續，將本人／吾等就接納收購建議提交之自然美股份轉歸Bidco或其可能指定之有關人士所有；
 - (e) 本人／吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以確保將本人／吾等之自然美股份，連同於該公告日期上述自然美股份所附帶或其後將附帶之所有權利，包括但不限於該公告日期當日或之後所宣派、作出或支付之任何股息或其他分派之所有權利，轉讓予Bidco或其可能指定之人士，且該等自然美股份將不受制於任何優先購買權、期權、留置權、申索、衡平權益、押記、產權負擔及第三方權利；
 - (f) 本人／吾等不可撤銷地指示及授權Bidco及／或花旗或彼等各自之代理人，代表本人／吾等向過戶登記處領取本人／吾等就交回隨附經本人／吾等正式簽署之過戶收據而應獲發之自然美股份股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據收購建議之條款及條件持有該(等)股票，猶如該(等)股票乃根據收購建議之條款及在其規限下連同本接納表格一併送交過戶登記處論；及
 - (g) 本人／吾等同意追認Bidco及／或花旗或彼等各自之任何代理人或彼／彼等可能指定之任何有關人士於行使本接納表格所載任何權利時可能作出或使生效之各種行動或事宜。
2. 本人／吾等明白，本人／吾等接納收購建議將構成本人／吾等向Bidco作出之保證，在下文第2(f)項之保證情況下，向自然美作出，保證：
 - (a) 將根據收購建議收購之本人／吾等持有之自然美股份乃連同於該公告日期或其後將附帶之所有權利，包括但不限於該公告日期當日或之後所宣派、作出或支付之任何股息或其他分派之所有權利一併出售，且不受制於任何優先購買權、期權、留置權、申索、衡平權益、押記、產權負擔及第三方權利；
 - (b) 本人／吾等擁有一切權利、權力及授權，以透過接納收購建議方式向Bidco出售及轉交本人／吾等所持自然美股份之產權及所有權；
 - (c) 本人／吾等已遵守自然美股東名冊所示本人／吾等地址所在之司法管轄區有關本人／吾等接納收購建議之法例，包括取得任何可能所需之政府、外匯管制或其他同意，並遵守所有其他必需之正式手續或法律規定；
 - (d) 本人／吾等將對本人／吾等於自然美股東名冊所示本人／吾等地址所在之司法管轄區，就本人／吾等接納收購建議應付之任何發行費、過戶費、其他稅項或徵費負全部責任；
 - (e) 本人／吾等並無採取或遺漏採取任何行動而將或可能致使Bidco或參與收購建議之任何其他人士違反任何司法管轄區與收購建議或本人／吾等接納收購建議有關之法律或監管規定；及
 - (f) 本人／吾等在所有適用法律下均獲准收取及接納綜合文件及／或收購建議(及其任何修訂)，該接納在所有適用法律下均為有效及具約束力。
3. 倘按收購建議之條款，本人／吾等之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人／吾等授權並要求閣下將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需並令人信納之彌償保證)連同已妥為註銷之本接納表格以平郵方式一併寄予上文第1(b)段所列之人士及地址，或如未有列明姓名及地址，則按自然美股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登記股東)，風險概由本人／吾等自行承擔。
附註：倘閣下交出一份或以上過戶收據，而Bidco及／或花旗或彼等各自之任何代理人已代表閣下向自然美或過戶登記處領取有關股票，則閣下將獲發該(等)股票而非過戶收據。
4. 本人／吾等茲附上本人／吾等持有之全部／部分自然美股份之相關股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需並令人信納之彌償保證)，由閣下根據收購建議之條款及條件持有。本人／吾等明白任何交回之接納表格、股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需並令人信納之彌償保證)概不獲發收據。本人／吾等亦明白寄發所有文件之一切風險概由本人／吾等自行承擔。
5. 本人／吾等知悉，除綜合文件明文規定外，所有據此作出之接納、指示、授權及承諾均不可撤銷及不得撤回，惟在綜合文件所述情況則另作別論。

本接納表格之中英文本如有歧義，概以英文本為準。