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香港交易及結算所有限公司、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及轉讓表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本接納及轉讓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。

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

本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 23 January 2018 (the "Composite Document") jointly issued by Noble Gate International Limited and Winto Group (Holdings) Limited shall, unless the context otherwise requires, have the same meanings when used in this Form of Acceptance and Transfer. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance and Transfer.

除文義另有所指外，本接納及轉讓表格所用所有詞彙及詞語與基爵國際有限公司及惠陶集團(控股)有限公司聯合刊發日期為二零一八年一月二十三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及轉讓表格其中一部分。

Winto Group (Holdings) Limited 惠陶集團(控股)有限公司

(Incorporated in Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 8238)

(股份代號: 8238)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.001 EACH IN THE ISSUED SHARE CAPITAL OF WINTO GROUP (HOLDINGS) LIMITED 惠陶集團(控股)有限公司已發行股本中每股面值0.001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

FOR THE CONSIDERATION 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\$0.001 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，根據本接納及轉讓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0.001港元之股份。

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。

Number of Shares to be transferred (Note) 將予轉讓股份數目(附註1)	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\$0.05781 in cash for each Share 每股股份現金0.05781港元	
TRANSFEREE 承讓人	Name: 名稱: Correspondence Address: 通訊地址: Occupation: 職業:	

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

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

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



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

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

署名股東謹此確認要約須待列載於綜合文件之條款及條件達成後方為有效，而署名股東簽署及提交本接納及轉讓表格不會使據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須待承讓人於下述轉讓日期簽署後方可作實。

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見證人見證下簽署:

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Date of transfer 轉讓日期

For and on behalf of 代表

Signature of Transferee or its duly authorised agent(s)/Company chop, if applicable
承讓人或其正式授權代理簽署/公司印鑑(如適用)

* for identification purpose only 僅供識別

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 and Transfer will be returned to you for correction and resubmission. Any corrected Form of Acceptance and Transfer must be resubmitted and received by the Hong Kong Branch Share Registrar and Transfer Office on or before the latest time of 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)，則本接納及轉讓表格將退回予閣下進行修改及重新遞交。任何經更正之接納及轉讓表格必須於接納要約之最後時間或之前再行提交並送達香港股份過戶登記分處。

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in 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, 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 Transfer 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, GF 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 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 AND TRANSFER

Shareholders are advised to read this Form of Acceptance and Transfer in conjunction with the Composite Document before completing this Form of Acceptance and Transfer. To accept the Offer made by GF Securities on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.05781 per Share, you should complete and sign this Form of Acceptance and Transfer overleaf and forward this 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 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 "Winto Group (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 Tuesday, 13 February 2018 (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 AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and GF Securities

1. My/Our execution of this Form of Acceptance and Transfer overleaf shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Offer made by GF 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 and Transfer;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or GF 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 and Transfer;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or GF 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 (rounding up to the nearest cent) 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 GF 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 and Transfer 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, GF 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 on or after the date on which the Offer is made on 23 January 2018; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or GF 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 warranty by me/us to the Offeror and GF 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, on or after the date on which the Offer is made on 23 January 2018; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owners, GF 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 Transfer 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 and Transfer 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 GF 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, GF 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, GF 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 GF 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 the Registrar at Tricor Investor Services Limited, Level 22, Hopewell Centre, 183 Queen's Road East, 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.

本接納及轉讓表格乃重要文件，請即處理。

閣下如對本接納及轉讓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、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已出售或轉讓名下全部股份，應立即將本接納及轉讓表格連同綜合文件送交買主或承讓人，或經手出售或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理，以便轉交買主或承讓人。

由於向並非居於香港之人士提呈要約可能受該等人士所居住相關司法權區之法律影響，故本公司股東名冊所示地址位於香港境外或屬於香港境外司法權區公民、居民或國民之海外股東應自行了解及遵守任何適用法律或監管規定，並於必要時就要約尋求法律意見。有意接納要約之海外股東須負責就接納要約自行全面遵守相關司法權區之法例及規例(包括就該等司法權區取得任何可能需要之政府或其他同意，或遵守其他必要程序及支付任何應繳轉讓或其他稅項)。要約人、廣發證券及參與要約之任何人士均有權獲悉數賠償及毋須就海外股東可能須付之任何稅項承擔任何責任。閣下接納要約，即被視作表示閣下保證閣下根據所有適用法律可收取及接納要約以及任何有關修訂，而有關接納根據所有適用法律將為有效及具約束力。閣下於決定是否接納要約時務請尋求專業意見。

本接納及轉讓表格之填寫方法

股東務請先閱讀本接納及轉讓表格及綜合文件後始填寫本接納及轉讓表格。如欲接納廣發證券代表要約人以現金每股股份0.05781港元之價格收購閣下所持股份提出之要約，閣下應填妥及簽署本接納及轉讓表格背頁，然後將本接納及轉讓表格連同不少於閣下有接納要約之股份數目之有關股票(「股票」)及/或轉讓收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)，盡快惟無論如何不遲於二零一八年二月十三日(星期二)下午四時正(香港時間)(或要約人根據收購守則可能釐定及公佈之較後時間及/或日期)前郵寄或親身送交過戶登記處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心22樓)，信封上註明「惠陶集團(控股)有限公司全面要約」。

要約之接納及轉讓表格

致：要約人及廣發證券

1. 本人/吾等一經簽立背頁之本接納及轉讓表格，本人/吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人/吾等就本接納及轉讓表格上所註明數目之股份，按綜合文件及本接納及轉讓表格所載代價並受限於有關條款及條件，接納綜合文件所述由廣發證券代表要約人提出之要約；
- (b) 本人/吾等不可撤回地指示及授權要約人及/或廣發證券及/或任何彼等各自之代理，各自代表本人/吾等交回隨附經本人/吾等正式簽署之轉讓收據及/或其他所有權文件(如有)(及/或就此所需之任何令人信納之彌償保證)，憑此向本公司或過戶登記處領取本人/吾等就股份應獲發之股票，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要約之條款及條件持有該等股票，猶如該等股票已連同本接納及轉讓表格一併交回過戶登記處；
- (c) 本人/吾等不可撤回地指示及授權要約人及/或廣發證券或任何彼等各自之代理，各自就本人/吾等根據要約之條款應得之現金代價(上調至最接近之仙位)(扣除本人/吾等有關接納要約應付之賣方從價印花稅)，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，然後根據收購守則，於過戶登記處收到所有有關文件並鑑定接納及轉讓表格已填妥及有效之日起計7個營業日(定義見收購守則)內以平郵方式按以下地址寄予以下人士，或如無填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者(如屬聯名登記股東)，郵誤風險概由本人/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) _____

- (d) 本人/吾等不可撤回地指示及授權要約人及/或廣發證券或彼等任何一方就此可能指定之人士，各自代表本人/吾等以根據要約出售股份賣方之身份，訂立、簽立及交付香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之成交單據，並按該條例之規定繳付印花稅及安排在本接納及轉讓表格背書證明以及以聯交所指定可能對根據本公司組織章程大綱及細則有效轉讓該等股份而屬必要之形式訂立、簽立及交付任何其他文件及文據，並按該條例背書證明；
- (e) 本人/吾等不可撤回地指示及授權任何要約人董事、廣發證券或彼等任何一方可能指定之人士代表接納要約之人士填妥及簽立任何文件並採取任何其他可能屬必要或適當之行動，使已接納要約人士之股份歸要約人或其可能指定之人士所有；
- (f) 本人/吾等承諾於可能屬必要或適當時簽立其他文件並作出有關行為及事宜，以進一步確保本人/吾等轉讓股份予要約人或其可能指定之人士，而上述股份將不附帶有任何留置權、申索、押記、產權負擔、優先權及任何性質之任何第三方權利，連同股份所附之所有權利，包括收取於二零一八年一月二十三日(即提出要約日期)或之後所宣派、作出或派付之所有股息及分派之權利；及
- (g) 本人/吾等同意追認要約人或廣發證券或彼等各自之任何代理或彼等任何一方可能指定之人士，行使本接納及轉讓表格所載任何授權時所作出或進行之任何行動或事宜。

2. 本人/吾等明白，本人/吾等接納要約將被視為表示本人/吾等向要約人及廣發證券保證(i)本人/吾等根據要約出售之所有股份均不附帶任何第三方權利、留置權、抵押、衡平權、選擇權、申索、不利權益及任何形式之產權負擔以及該等股份所附帶或累計之一切權利，包括但不限於收取於二零一八年一月二十三日(即提出要約日期)或之後所宣派、作出或派付之所有股息及分派(如有)之權利；及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使要約人、其實益擁有人、廣發證券、本公司或任何其他人士違反任何地區與要約或其接納有關之法律或監管規定，且本人/吾等根據所有適用法律及規例獲准收取及接納要約(及其任何修訂)，而根據所有適用法律及規例，該接納為有效及具約束力。

3. 本人/吾等謹此向閣下保證及聲明，本人/吾等為本接納及轉讓表格所列明股份之登記持有人，而本人/吾等絕對擁有全部權利、權力及權限，藉接納要約之方式向要約人出售及轉讓本人/吾等所持股份之所有權及擁有權，以要約人或其代名人之名義登記。

4. 倘根據要約之條款，本人/吾等之接納無效，則上文第1段所載一切指示、授權及承諾均告終止，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/或轉讓收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)，連同已正式註銷之本接納及轉讓表格以平郵方式一併寄回上文第1(c)段所指人士，或如無填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等自行承擔。

附註：倘閣下交出一份或以上轉讓收據同時於閣下接納要約後，要約人及/或廣發證券或彼等各自之任何代理代表閣下向本公司或過戶登記處領取有關股票，閣下將獲發還股票，而並非轉讓收據。

5. 本人/吾等向要約人、廣發證券及本公司保證，本人/吾等符合本人/吾等於本公司股東名冊所示地址所處司法權區內有關本人/吾等接納要約之法律規定，包括取得符合所有必要程序、法律及/或監管規定所規定之任何政府、外匯管制或其他同意及任何登記或存檔。

6. 本人/吾等向要約人、廣發證券及本公司保證，本人/吾等將全面負責支付本人/吾等於本公司股東名冊所示地址所處司法權區之任何應付轉讓或其他稅項及稅款。

7. 本人/吾等附上本人/吾等所持全部/部分股份之有關股票及/或轉讓收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)，由閣下根據要約之條款及條件予以保存。本人/吾等明白將不會就任何接納及轉讓表格、股票及/或轉讓收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人/吾等自行承擔。

8. 本人/吾等承認透過接納要約而向要約人出售本人/吾等之股份，將以要約人或其代名人之名義登記。

9. 本人/吾等就已根據要約所接納之股份，而其接納並未被有效撤回及並無以要約人之名義或按其指示登記者，向要約人及廣發證券不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之承繼人及受讓人)作出：

- (a) 本人/吾等授權本公司及/或其代理，將須向本人/吾等作為本公司股東寄發之任何通告、通函、保證書或其他文件或通訊(包括任何股票及/或因將該等股份轉讓而發出之其他所有權文件)，寄送至過戶登記處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓，註明要約人收；
 - (b) 不可撤回地授權要約人或其代理代表本人/吾等簽署任何同意書，同意縮短任何本公司股東大會通知期及/或出席及/或簽立該等股份之代表委任表格，以委任要約人提名之任何人士出席該等股東大會(或其任何續會)；以及代表本人/吾等行使該等股份附帶之投票權，而該等投票權將以要約人受限於收購守則全權酌情釐定之方式作出投票；及
 - (c) 本人/吾等協定，在未得要約人之同意下不會行使任何相關權利，以及本人/吾等不可撤回地承諾不會就任何股東大會委任代理，或委任代理出席股東大會，及在上文所規限下，如本人/吾等以往已就本公司股東大會委任代理(而該代理並非要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人/吾等謹此撤回該委任。
10. 本人/吾等確認，除綜合文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及無條件。

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, GF 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, GF 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 and Transfer 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 Transfer 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 entitlement 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 GF 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 and Transfer will be kept confidential but the Offeror and/or GF 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 GF 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, GF Securities or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror, GF Securities and the Registrar will keep the personal data provided in this Form of Acceptance and Transfer 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, GF 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, GF 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, GF Securities or the Registrar (as the case may be).

BY SIGNING THIS FORM, 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要約人、廣發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、廣發證券及/或過戶登記處。

2. 用途

閣下於本接納及轉讓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及轉讓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/或廣發證券及/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

本接納及轉讓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/或廣發證券及/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/或廣發證券及/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、廣發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. 保留個人資料

要約人、廣發證券及過戶登記處將按收集個人資料所需的期間長短保留本接納及轉讓表格所收集的個人資料。毋須再保留的個人資料將會根據該條例銷毀或處理。

5. 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、廣發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、廣發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、廣發證券或過戶登記處(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。