

Unless the context otherwise requires, terms used in this Form of Acceptance and Transfer shall bear the same meanings as those defined in exit offer letter dated 20 June 2018 (the "Exit Offer Letter") issued jointly by Fine Skill Holdings Limited and Weiye Holdings Limited.

除文義另有所指外，本接納及過戶表格所用詞彙與Fine Skill Holdings Limited及Weiye Holdings Limited (偉業控股有限公司*) 於二零一八年六月二十日聯合刊發之退市要約函件 (「退市要約函件」) 所界定者具有相同涵義。

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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過戶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，並明確表示概不對因本接納及過戶表格全部或任何部份內容而產生或因倚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 EXIT OFFER.

閣下如欲接納退市要約，請使用本接納及過戶表格。



WEIYE HOLDINGS LIMITED

偉業控股有限公司*

(Incorporated in Singapore on 2 August 1984)

(於新加坡註冊成立之有限公司)

Company Registration No. 198402850E

Hong Kong Stock Code: 1570

Singapore Stock Code: BMA

**FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES (WITH NO PAR VALUE)
IN THE ISSUED SHARE CAPITAL OF WEIYE HOLDINGS LIMITED**

偉業控股有限公司*已發行股本(無面值)之接納及過戶表格

All parts should be completed in full 每項均須填寫

Branch share registrar and transfer office in Hong Kong: Tricor Investor Services Limited

香港股份過戶登記分處：卓佳證券登記有限公司

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

香港皇后大道東183號合和中心22樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the ordinary shares (with no par value) in the issued share capital of the Company (the "Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Exit Offer Letter.
下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明轉讓人所持有之本公司已發行股本(無面值)之普通股(「股份」)，惟須遵守本表格及其隨附之退市要約函件內之條款及條件。

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 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Family name(s)/Company name(s): 姓氏/公司名稱:	Forename(s) 名字:
	Registered address 登記地址	Telephone number 電話號碼
	CONSIDERATION 代價	HK\$3.88 in cash for each Share 每股現金3.88港元
TRANSFEEE 承讓人	Name 名稱:	Fine Skill Holdings Limited
	Registered Address 登記地址:	Vistra Corporate Services, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands
	Occupation 職業:	Corporation 法人團體
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 of Witness 見證人地址: _____		
Occupation of Witness 見證人職業: _____		
Signature(s) of Transferor(s)/Company chop if applicable 轉讓人簽署/公司印鑑(倘適用)		
Date of signature of this Form of Acceptance and Transfer 簽署本接納及過戶表格之日期		

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:	For and on behalf of Fine Skill Holdings Limited
Signature of Witness 見證人簽署: _____	Authorised Signatory(ies) 授權簽署人
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 of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署
	Date 日期 _____

Note: Insert the total number of Shares for which the Exit Offer is accepted. If no number is inserted in the box titled "Number of Shares to be transferred" or a number inserted on this Form of Acceptance and Transfer is greater than your registered holding of Share(s), or is greater or smaller than that represented by the certificates for Shares tendered for acceptance of the Exit Offer and you have signed this Form of Acceptance and Transfer, your Form of Acceptance and Transfer in respect of the Exit Offer will be considered to be incomplete and accordingly, your acceptance of the Exit Offer will be invalid. 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 for acceptance of the Exit Offer.

附註: 請填上接納退市要約之股份總數。倘並無於「將予轉讓之股份數目」一欄填上數目，或於本接納及過戶表格上填上之數目大於閣下所持登記股份或大於或少於閣下就接納退市要約所遞交股票內所示之數目，而閣下已簽署本接納及過戶表格，則閣下有關要約之接納及過戶表格將被視為並未填妥，因此，閣下之退市要約接納將會無效，而本表格將退回予閣下進行修改及重新遞交。任何經更正之表格必須於接納退市要約之最後期限或之前重新提交並達達過戶登記處。

* For identification purposes only 僅供識別

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 transferred all your Share(s), you should at once hand this Form of Acceptance and Transfer and the accompanying Exit Offer Letter 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 Exit Offer to the Shareholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Exit Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes payable by you in respect of the acceptance of the Exit Offer. The Offeror and parties acting in concert with it, the Company, China Galaxy, Stirling Coleman and their respective directors, officers, advisers, associates, agents or any persons involved in the Exit Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Exit Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Exit Offer, and any revision thereof, and 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 Exit Offer.

This Form of Acceptance and Transfer should be read in conjunction with the accompanying Exit Offer Letter.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

Shareholders are advised to read the Exit Offer Letter before completing this Form of Acceptance and Transfer. To accept the Exit Offer made by China Galaxy and Stirling Coleman on behalf of the Offeror to acquire your Shares at a cash price of HK\$3.88 per Share, you should complete and sign this Form of Acceptance and Transfer overleaf and forward this entire form, together with 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), by post or by hand, to the Registrar, Tricor Investor Services Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong in an envelope marked "Weiyee Holdings Limited – General Offer" to be received by the Registrar no later than 4:00 p.m. on Tuesday, 7 August 2018 or such later time(s) and/or date(s) as the Offeror may determine, and the Offeror and the Company may jointly announce with the consent of the Executive in accordance with the Takeovers Code. The provisions of Appendix 1 to the Exit Offer Letter are incorporated into and form part of this Form of Acceptance and Transfer.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE EXIT OFFER

To: The Offeror, China Galaxy and Stirling Coleman and the Registrar

1. My/Our execution of this Form of Acceptance and Transfer shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Exit Offer made by China Galaxy and Stirling Coleman on behalf of the Offeror, as contained in the Exit Offer Letter, 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;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or China Galaxy and/or Stirling Coleman 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 Share(s) 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), subject to the terms and conditions of the Exit Offer, as if it was/they were share certificate(s) delivered to the Registrar together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or China Galaxy and/or Stirling Coleman and/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 Exit Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Exit Offer), by ordinary post at my/our own 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 as soon as possible but in any event within 7 Business Days after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Exit Offer complete and valid;
(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)

 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or China Galaxy and/or Stirling Coleman and/or the Registrar and/or such person or persons as any 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 Share(s) to be sold by me/us under the Exit Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or China Galaxy and/or Stirling Coleman 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 Exit 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 it may direct my/our Share(s) tendered for acceptance under the Exit Offer including, but not limited to the insertion of a date in this form where the form is undated;
 - (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 Share(s) (together with all rights accruing or attaching to them as at the date of the Exit Offer Letter or subsequently being attached to them, including, without limitation, the rights to receive all future dividends and other distributions, declared, made or paid, if any, by the Company on or after the date on which the Exit Offer is made, i.e., the date of the Exit Offer Letter) tendered for acceptance under the Exit Offer to the Offeror or such person or persons as it may direct free from all encumbrances;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or China Galaxy and/or Stirling Coleman and/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;
 - (h) my/our appointment of the Offeror and/or China Galaxy and/or Stirling Coleman as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Exit Offer becomes unconditional in all respects and thereafter be irrevocable; and
 - (i) my/our agreement that the Exit Offer is, and all acceptances of the Exit Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Exit Offer.
2. I/We understand that acceptance of the Exit Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, China Galaxy and Stirling Coleman that (i) the Shares held by me/us to be acquired under the Exit Offer (together with all rights accruing or attaching to them as at the date of the Exit Offer Letter or subsequently being attached to them, including, without limitation, the rights to receive all future dividends and other distributions, declared, made or paid, if any, by the Company on or after the date on which the Exit Offer is made, i.e., the date of the Exit Offer Letter) are sold free from all encumbrances; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, China Galaxy, Stirling Coleman, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Exit Offer and I/we am/are permitted under all applicable laws and regulations to receive and accept the Exit Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Exit 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: If you submit the transfer receipt(s) upon acceptance of the Exit Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or China Galaxy and/or Stirling Coleman and/or any of their respective agent(s) from the Company or the Registrar on your behalf, you will be returned 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 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 Exit 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.
5. I/We 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 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 Exit Offer.
6. I/We warrant to you and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Exit Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes 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 and that I/we have not taken or omitted to take any action which will or may result in you and the Company or any other person involved in the Exit Offer in breach of the legal or regulatory requirements of any jurisdiction in connection with the Exit Offer.
7. I/We warrant to you 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 Exit Offer.
8. I/We acknowledge that, save as expressly provided in the Exit Offer Letter and this Form of Acceptance and Transfer, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Exit Offer will be registered under the name of the Offeror or its nominee.
10. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, China Galaxy, Stirling Coleman 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 Exit 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; 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.

本接納及過戶表格乃重要文件，閣下須即時處理。

閣下如對本接納及過戶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。

閣下如已將名下之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之退市要約函件一併送交買主或承讓人，或經手買賣或轉讓之銀行、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。

註冊地址位於香港境外的股東提出要約或會受到有關司法權區之法律影響。倘閣下為海外股東，閣下應自行了解及遵守所有適用法律或監管規定。閣下如欲接納退市要約，須自行信納全面遵守有關司法權區之相關法律及法規，包括獲得一切可能所需之政府、外匯管制或其他方面之同意，並遵守一切所需手續及監管或法律規定。閣下將須就接納退市要約應付之任何有關發行費、轉讓費或其他稅項全權負責。要約人及其一致行動人士、本公司、中國銀河、施霖高誠，以及彼等各自之董事、高級職員、顧問、聯繫人、代理或任何其他參與要約之人士將擁有權。閣下可能須支付之任何稅項獲閣下提供全面彌償保證及免受損害。閣下接納退市要約將被視為構成閣下之保證，即閣下根據所有適用法律及法規獲准收取及接納退市要約及其任何修訂，而該接納將根據所有適用法律及法規屬有效及具約束力。建議閣下就決定是否接納退市要約尋求專業意見。

本接納及過戶表格應連同隨附之退市要約函件一併閱覽。

本接納及過戶表格之填寫方法

股東於填寫本接納及過戶表格前，務請先閱讀退市要約函件。為接納中國銀河、施霖高誠代表要約人以現金價格每股3.88港元收購閣下之股份所提出的退市要約，請填妥及簽署本接納及過戶表格背頁，並將整份表格，連同有關股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需之一份或多份令人信納的彌償保證書），一併以郵寄或專人送交方式將以過戶登記處為收件人並註明「偉業控股有限公司－全面要約」的信封送達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，惟無論如何不得遲於二零一八年八月七日（星期二）下午四時正，或要約人根據收購守則可能釐定並經執行人員同意後由要約人及本公司共同公佈之較後時間及／或日期。退市要約函件附錄之一條文已載入並構成本接納及過戶表格之一部份。

退市要約之接納及過戶表格

致：要約人、中國銀河、施霖高誠及過戶登記處

- 本人／吾等一經簽立本接納及過戶表格，本人／吾等之承繼人及受讓人將受此約束，並表示：
 - 本人／吾等不可撤回地就本接納及過戶表格上所註明數目之股份，按照及根據退市要約函件及本接納及過戶表格所述之代價、條款及條件接納退市要約函件所載由中國銀河及施霖高誠代表要約人提出之退市要約；
 - 本人／吾等不可撤回地指示及授權要約人及／或中國銀河及／或施霖高誠及／或彼等各自之任何代理，代表本人／吾等交付隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需任何令人信納之一份或多份彌償保證書），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，以及授權及指示過戶登記處根據退市要約之條款及條件持有該等股票，猶如該等股票已連同本表格一併交回過戶登記處；
 - 本人／吾等不可撤回地指示並授權各要約人及／或中國銀河及／或施霖高誠及／或彼等各自之任何代理，盡快但無論如何於過戶登記處收到所有相關文件致使根據退市要約交回之接納完成及有效之日後7個營業日內，以平郵將本人／吾等按要約之條款應得之現金代價（扣除本人／吾等就本人／吾等接納退市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」方式對本人／吾等劃線開出之支票寄往下文所指人士及所列地址（如未有於下欄列明姓名及地址，則按本公司股東名冊所示之登記地址寄予本人或吾等當中排名首位者（倘為聯名登記股東），郵誤風險由本人／吾等承擔；

（附註：如收取支票之人士並非使用登記股東或名列首位之聯名登記股東之登記姓名／名稱及地址，則請在本欄填上該名人士之姓名／名稱及地址。）

姓名：（請用正楷）

地址：（請用正楷）

- 本人不可撤回地指示並授權各要約人及／或中國銀河及／或施霖高誠及／或過戶登記處及／或彼等任何一方就此可能指定的人士，代表本人／吾等以根據退市要約出售股份之賣方身份，作出及簽署香港法例第117章印花稅條例第19(1)條所規定須作出及簽署之買賣單據，並根據該條例規定在本表格加蓋印花及背書證明；
- 本人／吾等不可撤回地指示並授權各要約人及／或中國銀河及／或施霖高誠及／或彼等任何一方可能指定的人士，就本人／吾等接納退市要約代表本人／吾等填妥及簽署任何文件並採取可能屬必要或合宜之任何其他行動以將本人／吾等根據要約交回供接納之股份歸屬于要約人或其可能指定的人士，包括但不限於在本表格未註明日時註明日日期；
- 本人／吾等承諾於必要或適當時簽署其他文件並採取行動及事宜，向要約人或其可能指定的人士轉讓本人／吾等的股份，連同於退市要約函件日期該等股份產生或隨附或其後隨附的所有權利，包括但不限於收取本公司於作出退市要約之日（即根據要約提呈供接納之退市要約函件之日期）或之後宣派、作出或派付的所有未來股息及其他分派（如有）的權利，而不附帶所有產權負擔；
- 本人／吾等同意追認要約人及／或中國銀河及／或施霖高誠及／或彼等各自之任何代理或彼等任何一方可能指定之人士於行使本表格所載任何授權時可能作出或進行之各項行動或事宜；
- 本人／吾等就本表格所涉及的所有股份委任要約人及／或中國銀河及／或施霖高誠為本人／吾等之受委託人，而該授權書自要約在所有方面成為無條件之日期及時間起生效，且其後不可撤回；及
- 本人／吾等同意退市要約及對退市要約的所有接納受且將受香港法例規管及據此詮釋，且香港法院將擁有專屬司法管轄權解決就要約可能產生的任何爭議。

- 本人／吾等明白本人／吾等接納退市要約，將被視為表示本人／吾等向要約人及，中國銀河及施霖高誠保證(i)根據退市要約將予收購而由本人／吾等所持有的股份（連同於退市要約函件日期該等股份產生或隨附或其後隨附的所有權利，包括但不限於收取本公司於作出退市要約之日（即退市要約函件日期）或之後宣派、作出或派付的所有未來股息及其他分派（如有）的權利）於出售時不附帶所有產權負擔；及(ii)本人／吾等並無採取或不採取任何行動而將引致或可能引致要約人、中國銀河、施霖高誠、本公司或任何其他人士違反任何地區與退市要約或本人接納退市要約有關之法律或監管規定，且本人／吾等根據所有適用法律及法規獲准收取及接納退市要約及其任何修訂，而該接納根據所有適用法律及法規屬有效及具有約束力。

- 倘若根據退市要約之條款，本人／吾等之接納屬無效，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／或過戶收據及／或任何其他所有權文件（及／或就此所需之令人信納之一份或多份彌償保證書），連同已正式註銷之本表格一併寄回上文1(c)段列明之人士及地址；如無填上姓名及地址，則按本公司股東名冊所示登記地址，以平郵方式寄回本人或吾等當中名列首位者（如屬聯名登記股東），郵誤風險概由本人／吾等自行承擔。

附註：倘閣下於接納退市要約時提交過戶收據，而與此同時要約人及／或中國銀河及／或施霖高誠任何一方及／或彼等各自之任何代理已代表閣下向本公司或過戶登記處領取有關股票，則閣下將獲發還有關股票，而並非上述過戶收據。

- 本人／吾等茲於本人／吾等所持全部／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／或就此所需任何令人信納之一份或多份彌償保證書），由閣下按照退市要約之條款及條件予以簽署。本人／吾等明白將不會就任何接納及過戶表格、股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需之任何令人信納之一份或多份彌償保證書）獲發收訖通知書。本人／吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人／吾等自行承擔。

- 本人／吾等向閣下保證及表明，本人／吾等為本接納及過戶表格指定股份數目之登記股東，而本人／吾等擁有全部權利、權力及權限，透過接納退市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。

- 本人／吾等向閣下及本公司保證，本人／吾等已遵守本人／吾等於本公司股東名冊所列地址所有適用法律及法規以及根據所有適用法律及法規獲准接納退市要約及其任何修訂；而本人／吾等已取得任何所需政府、外匯管制或其他方面之同意，及遵守所有必要手續及監管或法律規定所需作出之一切登記或存檔；且本人／吾等已支付本人／吾等就該接納應付之所有發行費、轉讓費或其他稅項或其他所需款項；而有關接納將根據所有適用法律及法規屬有效及具約束力；且本人／吾等概無採取或遺漏任何行動而將會或可能致使閣下及本公司或參與退市要約之任何其他人士就退市要約違反任何司法權區之法律或監管規定。

- 本人／吾等向閣下及本公司保證，本人／吾等須就支付本人／吾等於本公司股東名冊所示地址所在司法權區關於本人／吾等接納退市要約應付之任何轉讓費或其他稅項及徵費承擔全部責任。

- 本人／吾等確認，除非退市要約函件及本接納及過戶表格有明文規定，藉本表格所給予的一切接納、指示、權力及承擔均屬不可撤回及無條件。

- 本人／吾等確認以接納退市要約之方式售予要約人之本人／吾等之股份將以要約人或其代理人名義登記。

- 本人／吾等向要約人、中國銀河、施霖高誠及本公司（以約束本人／吾等的繼承人及受讓人）不可撤回地承諾、聲明、保證及同意，對於根據退市要約已接納或被視為已接納且其接納並未被有效撤回及並無按要約人的名義或按其指示登記的股份：

- 本人／吾等授權本公司及／或其代理將向本人／吾等作為本公司股東寄發的任何通告、通函、認股權證或其他須予寄發的文件或通訊（包括任何股票及／或因將該等股份轉為證書形式而發出的其他所有權文件），註明收件人為要約人並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；
- 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，同意縮短本公司股東大會通知期及／或出席及／或簽發該等股份的代表委任表格，以委任要約人提名的任何人士出席相關股東大會（或其任何續會），以及代表本人／吾等行使該等股份附帶的投票權，而該等投票權將以要約人全權酌量釐定的方式作出投票；及
- 本人／吾等同意，在未取得要約人同意的情况下不得行使任何相關權利，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表，或出席股東大會，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表（而該代表並非要約人或其代名人或獲委任人士）出席該等大會並於會上投票，則本人／吾等謹此撤回有關委任。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, China Galaxy, Stirling Coleman and the Registrar 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 Exit 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 Exit Offer.

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and Transfer and the Exit Offer Letter;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, China Galaxy, Stirling Coleman and/or their respective agents, officers and advisers, and the Registrar;
- compiling statistical information and Shareholders profile;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims and entitlements;
- any other purpose in connection with the business of the Offeror, China Galaxy, Stirling Coleman or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable the Offeror, China Galaxy, Stirling Coleman and/or the Registrar to discharge its obligations to Shareholders and/or under applicable regulations, and any other purposes to which 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 and Transfer will be kept confidential but the Offeror, China Galaxy, Stirling Coleman 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, China Galaxy, Stirling Coleman and/or any of their agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third parties service providers who Exit Offer administrative, telecommunications, computer, payment or other services to the Offeror, China Galaxy, Stirling Coleman and/or the Registrar in connection with the operation of their 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, China Galaxy, Stirling Coleman and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, China Galaxy, Stirling Coleman and/or the Registrar hold 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, China Galaxy, Stirling Coleman and/or 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 the Offeror, China Galaxy, Stirling Coleman or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER, 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於閣下、中國銀河、施霖高誠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原因

倘閣下欲就閣下之股份而接納退市要約，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

閣下於本接納及過戶表格提供之個人資料可能會用作、持有及／或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實遵循本接納及過戶表格及退市要約函件載列之條款及申請手續；
- 登記閣下名下股份之轉讓；
- 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；
- 發佈要約人、中國銀河、施霖高誠及／或彼等各自之代理、高級職員、顧問及過戶登記處之通訊；
- 編製統計資料及股東之資料；
- 確立股東之獲益權利；
- 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、中國銀河、施霖高誠或過戶登記處業務之任何其他用途；及

- 有關上述任何其他附帶或關連用途及／或令要約人、中國銀河、施霖高誠及／或過戶登記處得以履行其對股東及／或適用法規項下之責任，以及股東可能不時同意或知悉之任何其他用途。

3. 轉交個人資料

本接納及過戶表格提供之個人資料將會保密，惟要約人、中國銀河、施霖高誠及／或過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，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人士及實體披露、獲取、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、中國銀河、施霖高誠及／或其任何代理、高級職員、顧問、過戶登記處及海外股份過戶登記總處(如有)；
- 為要約人、中國銀河、施霖高誠及／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；
- 與閣下進行交易或擬進行交易之任何其他人士或機構，例如彼等之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人、中國銀河、施霖高誠及／或過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下有權確認要約人、中國銀河、施霖高誠及／或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、中國銀河、施霖高誠及／或過戶登記處有權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、中國銀河、施霖高誠或過戶登記處(視乎情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款。