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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，概不對因本接納表格全部或任何部分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。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 30 April 2013 jointly issued by GuoLine Overseas Limited and Guoco Group Limited (the "Composite Document").

除文義另有所指外，本接納表格所用之詞彙與GuoLine Overseas Limited及國浩集團有限公司聯合刊發之日期為二零一三年四月三十日之綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

To be completed in all respects except the sections marked "Do not complete"  
除註明「毋須填寫本欄」之部份外，每項均須填寫

FORM OF ACCEPTANCE  
接納表格

Registrar in Hong Kong:  
Computershare Hong Kong Investor  
Services Limited

香港股份過戶登記處：  
香港中央證券登記有限公司



**國浩集團有限公司**  
**Guoco Group Limited**

(Incorporated in Bermuda with limited liability)  
(於百慕達註冊成立之有限公司)  
(Stock Code: 53)  
(股份代號：53)

Address of the Registrar:  
Shops 1712-16  
17th Floor, Hopewell Centre  
183 Queen's Road East  
Wanchai, Hong Kong

股份過戶登記處地址：  
香港灣仔皇后大道東183號  
合和中心17樓1712至16室

**VOLUNTARY CASH OFFER**  
**BY STANDARD CHARTERED BANK (HONG KONG) LIMITED**  
**ON BEHALF OF GUOLINE OVERSEAS LIMITED**  
**TO ACQUIRE ALL THE ISSUED SHARES IN THE SHARE CAPITAL OF GUOCO GROUP LIMITED**  
**(OTHER THAN THOSE ALREADY HELD BY GUOLINE OVERSEAS LIMITED)**  
由渣打銀行(香港)有限公司  
代表 GUOLINE OVERSEAS LIMITED  
提出自願現金要約  
收購國浩集團有限公司股本中之全部已發行股份  
(GUOLINE OVERSEAS LIMITED已持有之股份除外)

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions herein and in the accompanying Composite Document.  
根據本表格及隨附綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有之股份轉讓予下列「承讓人」。

YOU MUST EITHER (I) FILL IN THE NUMBER OF SHARES YOU WISH TO TENDER UNDER EITHER OR BOTH OF THE OFFER ALTERNATIVES IN THE BOX(ES) MARKED "BOX # " TO TENDER SOME OF YOUR SHARES UNDER EITHER OR BOTH OF THE OFFER ALTERNATIVES OR (II) TICK EITHER OF THE BOXES MARKED "BOX \* " TO TENDER ALL YOUR SHARES UNDER EITHER OF THE OFFER ALTERNATIVES.

閣下須(I)於標示為「方格#」的方格內填上擬根據其中一個要約選擇方案或同時根據兩個要約選擇方案提呈之股份數目以根據其中一個要約選擇方案或同時根據兩個要約選擇方案提呈閣下的部份股份；或，(II)於標示為「方格\*」的方格內填上「✓」號以根據其中一個要約選擇方案提呈閣下的全部股份。

**Unconditional Offer Alternative (Note 1)**  
**無條件要約選擇方案(註1)**

**CONSIDERATION:** HK\$88.00 in cash for each Share (payable unconditionally) PLUS HK\$12.00 in cash for each Share (only payable subject to the satisfaction or waiver of the Privatisation Condition)  
**代價:** 每股股份現金88.00港元(無條件償付)，另加每股股份現金12.00港元(僅於私有化條件達成或獲豁免後償付)

To accept the Unconditional Offer Alternative for ALL of your Share(s), tick "✓" here: <input type="checkbox"/> 如擬就閣下的全部股份接納無條件要約選擇方案，請在本欄填上「✓」號： <input type="checkbox"/>	BOX # 方格#
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OR

To accept the Unconditional Offer Alternative for SOME of your Share(s), fill in the number of Share(s) here: <input type="checkbox"/> 如擬就閣下的部份股份接納無條件要約選擇方案，請在本欄填上股份數目： <input type="checkbox"/>	BOX # 方格# FIGURES 數目..... WORDS 大寫.....
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The total number of Share(s) specified in both or either of the boxes marked "BOX # " SHOULD NOT exceed your entire registered shareholding

You MUST NOT tick BOTH of the boxes marked "BOX \*"

Note 1: You are reminded that, if you are tendering your Shares under the Unconditional Offer Alternative, then you will conclude a sale in respect of such Shares regardless of whether or not the Privatisation Condition is satisfied or waived. If the Privatisation Condition is not satisfied or waived, you will be entitled only to the Basic Offer Price of HK\$88.00 per Share in respect of such Shares.

註1: 請務須注意，若閣下根據無條件要約選擇方案提呈閣下的股份，閣下將達成出售該等股份，不論私有化條件是否達成或獲豁免。倘若私有化條件未能達成或不獲豁免，閣下將就該等股份，僅享有每股股份88.00港元的基本收購價。

閣下不得同時於兩個標示為「方格\*」的方格內填上「✓」號

**Conditional Offer Alternative (Note 2)**  
**有條件要約選擇方案(註2)**

**CONSIDERATION:** HK\$100.00 in cash for each Share (only payable subject to the satisfaction or waiver of the Privatisation Condition)  
**代價:** 每股股份現金100.00港元(僅於私有化條件達成或獲豁免後償付)

To accept the Conditional Offer Alternative for ALL of your Share(s), tick "✓" here: <input type="checkbox"/> 如擬就閣下的全部股份接納有條件要約選擇方案，請在本欄填上「✓」號： <input type="checkbox"/>	BOX # 方格#
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OR

To accept the Conditional Offer Alternative for SOME of your Share(s), fill in the number of Share(s) here: <input type="checkbox"/> 如擬就閣下的部份股份接納有條件要約選擇方案，請在本欄填上股份數目： <input type="checkbox"/>	BOX # 方格# FIGURES 數目..... WORDS 大寫.....
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於其中一個或同時兩個標示為「方格#」的方格內填上的股份總數不應超過閣下名下登記的全部股權

Note 2: You are reminded that, if you are tendering your Shares under the Conditional Offer Alternative, then you will conclude a sale in respect of such Shares only if the Privatisation Condition is satisfied or waived. If the Privatisation Condition is not satisfied or waived, you will not conclude a sale in respect of such Shares and you will not be entitled to any consideration.

註2: 請務須注意，若閣下根據有條件要約選擇方案提呈閣下的股份，閣下將僅在私有化條件達成或獲豁免時達成出售該等股份。倘若私有化條件未能達成或不獲豁免，閣下將不就該等股份達成出售，並且無權享有任何代價。

Share certificate number(s) 股票證書號碼			
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址	Surname(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字	Telephone number 電話號碼
TRANSFEEE 承讓人	GuoLine Overseas Limited 50th Floor, The Centre, 99 Queen's Road Central, Hong Kong 香港皇后大道中99號中環中心50樓		

Please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Offer. Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below. All joint holders must sign.  
請於下文簽署一次，以作為轉讓人接納要約。閣下應在並非另一名聯名持有人之18歲或以上人士之見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。所有聯名持有人均須簽署。

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(如適用)

Date of submission of this Form  
of Acceptance  
提交本接納表格之日期

ALL JOINT  
HOLDERS  
MUST SIGN  
HERE  
所有聯名  
持有人均須於  
本欄簽署

<b>DO NOT COMPLETE 毋須填寫本欄</b>	
Signed by the Transferee(s) 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 of Witness 見證人地址 _____ Occupation of Witness 見證人職業 _____	For and on behalf of 代表 <b>GuoLine Overseas Limited</b> Authorised Signatory(ies) 授權簽署 Signature(s) of Transferee(s)/ Company chop (if applicable) 承讓人簽署/公司印鑑(如適用)
Date of Transfer 轉讓日期 _____	

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

本接納表格乃重要文件，請即處理。

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 your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or otherwise transferred all your Shares, 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, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). Only one Form of Acceptance will be accepted from each Guoco Shareholder by the Registrar.

閣下如對本接納表格之任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或證券註冊機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已售出或以其他方式轉讓名下所有股份，應立即將本接納表格及隨附之綜合文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商、證券註冊機構或其他代理商，以便轉交買主或承讓人。股份過戶登記處僅接納每名國浩股東遞交一份接納表格。

The acceptance of the Offer by persons who are citizens or residents or nationals of jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and registrations requirements which may be required and the compliance with other necessary formalities, legal or regulatory requirements and the payment of any transfer or other taxes due in such jurisdiction. Acceptance of the Offer by you will constitute a representation and warranty by you that you have fully observed all applicable legal, regulatory and other requirements and that the Offer and any revision thereof may be accepted by you lawfully under the laws of the relevant jurisdiction and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

屬香港以外司法權區之市民或居民或國民之人士接納要約可能會受有關司法權區之法例禁止或影響。倘閣下為香港以外司法權區之市民或居民或國民，應自行了解並遵守任何適用法律或監管規定。閣下如欲接納要約，須自行負責就此全面遵守有關司法權區之相關法例，包括於取得任何可能規定之政府批准、外匯管制批准或其他同意或存檔及登記規定，以及遵守其他必要手續、法律或監管規定以及支付於有關司法權區應付之任何轉讓或其他稅項。閣下接納要約將構成閣下聲明及保證，閣下已全面遵守所有適用法律、監管及其他規定，且閣下可合法根據有關司法權區之法例接納要約（及其任何修訂），而根據所有適用法例，該接納為有效及具有約束力。

This Form of Acceptance should be read in conjunction with the Composite Document. All words and expressions defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this form. The English language text of this Form of Acceptance shall prevail over the Chinese language text.

本接納表格應與綜合文件一併閱讀。除另有指明外，本表格所用詞彙與綜合文件內所界定者具有相同涵義。本接納表格之中英文版本如有任何歧義，概以英文為準。

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

**如何填寫本接納表格**

You should read the Composite Document before completing this Form of Acceptance. To accept the Offer made by Standard Chartered Bank for and on behalf of the Offeror, you should duly complete (including either (i) ticking the appropriate box under either of the Unconditional Offer Alternative or the Conditional Offer Alternative or (ii) inserting the number of Shares to be tendered under the Unconditional Offer Alternative and/or the Conditional Offer Alternative) and sign this Form of Acceptance and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the exact number of Shares in respect of which you wish to tender under the Unconditional Offer Alternative and/or the Conditional Offer Alternative, by post or by hand, to the Registrar at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong in any event no later than 4:00 p.m. on 30 May 2013 (being the first Closing Date) or such later time and/or date as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code. Unless the Offer is extended or revised in accordance with the Takeovers Code, no Form of Acceptance received after 4:00 p.m. on the Closing Date will be accepted.

閣下務請細閱綜合文件後填寫本接納表格。閣下如接納由渣打銀行代表收購人提出之要約，務請填妥（包括須(i)於無條件要約選擇方案或條件要約選擇方案任何一個適用方格內填上「✓」號；或(ii)填上根據無條件要約選擇方案及/或有條件要約選擇方案提出之股份數目）及簽署本接納表格，並最遲須於二零一三年五月三十日（即首個截止日期）下午四時正前或收購人可能決定和公佈經執行人員根據收購守則同意之該等較後時間及/或日期前，將整份表格連同閣下欲接納無條件要約選擇方案及/或有條件要約選擇方案之確切股份數目之股票、過戶收據及/或任何其他所有權文件（及/或任何就此所需並令人信納之一項或多項彌償保證）（如適用）以郵遞或專人送遞方式送交股份過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712至16室。除非要約根據收購守則獲延期或修訂，否則於截止日期下午四時正後收到之接納表格將不獲受理。

**Warning: Shareholders should also be aware that in accepting the Offer, any resulting fractions of a Hong Kong cent will be disregarded and any cash amount payable will be rounded down to the nearest Hong Kong cent.**

**警告：股東務須注意，因接納要約而產生不足一港仙的金額將不予理會，而且任何須付現金款項將向下調整至最接近的完整港仙金額。**

**Warning: If you neither (i) tick the appropriate box under either of the Unconditional Offer Alternative or the Conditional Offer Alternative nor (ii) fill in the number of Shares to be tendered under the Unconditional Offer Alternative and/or the Conditional Offer Alternative, your acceptance may not be treated as valid.**

**警告：若閣下未有(i)於無條件要約選擇方案或條件要約選擇方案任何一個適用方格內填上「✓」號；或(ii)填上根據無條件要約選擇方案及/或有條件要約選擇方案提出之股份數目，閣下之接納或不會被視為有效。**

If you require any assistance in completing this Form of Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Offer, please contact the Registrar at Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong or at its hotline at (852) 2862-8555.

閣下如對填寫本接納表格需要任何協助或就要約之提呈及交收程序或任何其他類似方面有任何疑問，請聯絡股份過戶登記處，其地址為香港灣仔皇后大道東183號合和中心17樓1712至1716室，或致電其熱線(852) 2862-8555。

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

**要約之接納及轉讓表格**

To: **The Offeror and Standard Chartered Bank**

致：**收購人及渣打銀行**

To: **Guoco and the Registrar**

致：**國浩及股份過戶登記處**

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) shall also be binding on my/our successors and assignees, and shall constitute:

本人/吾等一經簽署本接納表格（不論該表格是否已註明日期），本人/吾等之承繼人及受讓人亦將受此約束，並表示：

- (a) my/our acceptance of the Offer made by Standard Chartered Bank for and on behalf of the Offeror and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance in respect of the number of Shares specified in this Form of Acceptance, and such acceptance shall be irrevocable and may not be withdrawn except, in respect of the Unconditional Offer Alternative, where a right to withdraw is granted in circumstances required by the Executive under Rule 19 of the Takeovers Code, and in respect of the Conditional Offer Alternative, where a right to withdraw is granted in circumstances required by the Executive under Rule 19 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;

本人/吾等依據及受制於綜合文件及本接納表格所載或所指條款，就本接納表格所指明之股份數目接納由渣打銀行代表收購人提出之要約；而該接納不可撤銷及不得撤回，就無條件要約選擇方案而言，惟倘執行人員根據收購守則規則19規定之情況下授出之撤回權利除外，以及就有條件要約選擇方案而言，惟倘執行人員根據收購守則規則19規定之情況下授出之撤回或遵守收購守則規則17除外；

- (b) my/our irrevocable instruction and authority to each of the Offeror and Standard Chartered Bank or their respective agent(s) to send a cheque marked "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 and (if applicable) any 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) (if applicable) for Shares not taken up or, if applicable, Share certificate(s) in respect of the balance of such Shares (taking account of any stamp duty and the fees payable to the Registrar in respect of lost or unavailable Shares certificates) by ordinary post at my/our own 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 Guoco Shareholders) at the registered address shown in the register of members of Guoco;

本人/吾等不可撤回地指示及授權收購人及渣打銀行或彼等各自之代理人，各自將本人/吾等根據要約之條款應收之現金代價以「不得轉讓—只准入抬頭人帳戶」方式劃線開出之支票及（如適用）未獲承購股份之任何股票及/或過戶收據及/或任何其他所有權文件（及/或任何就此所需並令人信納之一項或多項彌償保證）（如適用）或（如適用）該等股份餘額之股票（經計及任何就本人/吾等接納之印花稅及就遺失或未能出示股票而應付股份過戶登記處之費用），以普通郵遞方式寄至下述人士及地址，或如無填上姓名及地址，則寄至本人或（如屬聯名註冊國浩股東）吾等中排名首位者在國浩股東名冊所註冊地址，有關郵遞風險概由本人/吾等承擔；

(Insert name and address of the person to whom the cheque should be sent (if different from the registered Guoco Shareholder or the first-named of joint registered Guoco Shareholders).)

（如收取支票之人士與註冊國浩股東或聯名註冊國浩股東排名首位者之地址不同，則請在本欄填上應收取支票之人士之姓名及地址。）

**Name: (in block letters)**

**姓名：（請用正楷填寫）** \_\_\_\_\_

**Address: (in block letters)**

**地址：（請用正楷填寫）** \_\_\_\_\_

- (c) my/our irrevocable instruction and authority to each of the Offeror and/or Standard Chartered Bank and/or the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited 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 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;

本人/吾等不可撤回地指示及授權收購人及/或渣打銀行及/或本公司於香港的股份過戶登記分處—香港中央證券登記有限公司及/或彼等任何一方可能就此指定之有關人士，各自代表本人/吾等製備及簽立按香港法例第117章印花稅條例第19(1)條規定本人/吾等作為要約項下出售及接納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背面書證；

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Standard Chartered Bank and/or the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited 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 and/or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer;
- 本人/吾等不可撤回地指示及授權收購人及/或渣打銀行及/或本公司於香港的股份過戶登記分處(香港中央證券登記有限公司)及/或彼等任何一方可能指定之有關人士,各自代表本人/吾等填妥及簽署任何有關本人/吾等接納要約之文件,以及辦理任何其他必需或權宜之手續,將本人/吾等於要約項下接納之股份轉歸收購人及/或其可能指定之有關人士所有;
- (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute approval and/or acceptance of the Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, including any revision or extension of the terms of such Offer, in the case of any revision, where the Offer is revised and the consideration offered under such revised Offer does not represent on such date (on such basis as Standard Chartered Bank, on behalf of the Offeror may consider appropriate) a reduction in the value of the Offer in its original or any previously revised form(s). Also, my/our instruction and authority to each of the Offeror and/or Standard Chartered Bank and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
- 本人/吾等明白本人/吾等簽署本接納表格即被視作根據及受制於綜合文件及本接納表格所載或所指之條款(包括該要約之條款之任何修訂或延長)批准及/或接納要約,而就任何修訂而言,指要約被修訂及經修訂之要約下提呈之代價並不代表要約之價值在該日(按渣打銀行(代表收購人)認為適當之基準)較原訂或任何原先經修訂形式之價值減少;以及本人/吾等指示及授權收購人及/或渣打銀行及/或股份過戶登記處或彼等各自之代理人,或彼等任何一方可能就此指示之人士,各自代表本人/吾等接納任何此等經修訂之要約及代表本人/吾等以本人/吾等之名義簽署所有該等之進一步文件(如有)以完成此項接納有效;
- (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) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the date of the Announcement or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the date of the Announcement;
- 本人/吾等承諾於必需或合宜時簽署該等進一步文件及以進一步保證之形式作出該等行動及事宜,以將本人/吾等根據要約提呈接納之股份,在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔但連同於該公佈日期或之後累算或附帶或其後成為附帶之一切權利(包括但不限於收取於該公佈日期或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利)下轉讓予收購人或其可能指定之有關人士;
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Standard Chartered Bank and/or the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited and/or their respective agents or such person or persons as any of them may direct on the exercise in good faith of any rights contained herein; and
- 本人/吾等同意追認收購人及/或渣打銀行及/或本公司於香港的股份過戶登記分處(香港中央證券登記有限公司)及/或彼等各自之代理人或彼等任何一方可能指定之有關人士以誠信行使本接納表格所載任何權利時可能作出或進行之各種行動或事宜;及
- (h) my/our irrevocable instruction and authority to the Offeror and/or Standard Chartered Bank and/or their respective agent(s) to collect from 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 (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable), 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 such Share certificate(s) delivered to the Registrar together with this Form of Acceptance.
- 本人/吾等不可撤回地指示及授權收購人及/或渣打銀行及/或彼等各自之代理人,代表本人/吾等交回隨附之經本人/吾等正式簽署之過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用),憑此向股份過戶登記處領取本人/吾等就股份應獲發之股票,並將有關股票送交股份過戶登記處,且授權及指示股份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)股票已連同本接納表格一併送交股份過戶登記處。
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 Standard Chartered Bank that (i) the number of Share(s) specified in this Form of Acceptance will be sold free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the date of the Announcement or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the date of the Announcement; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror or Standard Chartered Bank or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his 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.
- 本人/吾等明白本人/吾等接納要約,將被視為構成本人/吾等向收購人及渣打銀行保證(i)本接納表格就接納要約所註明股份數目將在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔,惟連同於該公佈日期或之後累算或附帶或其後成為附帶之一切權利(包括但不限於收取於該公佈日期或之後宣派、派付或作出之一切未來股息及/或其他分派)下出售;及(ii)本人/吾等並無採取或遺漏採取任何行動而將或可能致使收購人及渣打銀行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例獲准收取及接納要約(及其任何修訂),而根據所有適用法例,該接納為有效及具有約束力。
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 and all other warranties made by me/us in this Form of Acceptance shall cease in which event, I/we authorise and request the Offeror and/or Standard Chartered Bank and/or the Registrar and/or such person or persons as any of them may direct 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) (if applicable), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named 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 Guoco.
- 倘根據要約之條款,本人/吾等之接納無效或被視作無效,則上文第1段所載一切指示、授權及承諾及本人/吾等於本接納表格作出之其他保證均告終止;在此情況下,本人/吾等授權並要求收購人及/或渣打銀行及/或股份過戶登記處及/或彼等任何一方可能指定之人士將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用),連同已正式註銷之本接納表格一併按國浩股東名冊所示註冊地址以普通郵遞方式郵寄予上文第1(b)段所列之人士,或如無列明姓名和地址,則為本人或(如屬聯名註冊股東)吾等當中之首位,郵遞風險概由本人/吾等承擔。
- Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by any of the Offeror and/or Standard Chartered Bank and/or any of their agent(s) from Guoco or the Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.
- 附註:倘本人/吾等交回一份或以上過戶收據,而同時收購人及/或渣打銀行及/或彼等之任何代理人已代表本人/吾等向國浩或股份過戶登記處領取有關之股票,則本人/吾等將獲發還股票而非過戶收據。
4. I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror and/or Standard Chartered Bank and/or the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
- 本人/吾等茲附上本人/吾等接納要約而持有之全部或部份股份之相關股票、過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用),由收購人及/或渣打銀行及/或股份過戶登記處及/或彼等任何一方可能指定之人士按要約之條款及條件予以保存。本人/吾等明白任何交回之接納表格、股票、過戶收據及/或任何其他所有權文件(及/或任何就此所需並令人信納之一項或多項彌償保證)(如適用)概不獲發收據。本人/吾等亦瞭解以普通郵遞方式寄發所有文件之一切郵遞風險概由本人/吾等自行承擔。
5. I/We warrant to each of the Offeror and/or Standard Chartered Bank and/or Guoco and/or the Registrar that I am/we are the registered Guoco Shareholder(s) of the number of Share(s) specified in this Form of Acceptance and I/we have the full right, power and authority to tender and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Offer.
- 本人/吾等向各收購人及/或渣打銀行及/或國浩及/或股份過戶登記處保證,本人/吾等為本接納表格所註明之股份數目之註冊國浩股東,而本人/吾等有十足權利、權力及授權,向收購人提呈及移交本人/吾等根據要約提呈接納之任何股份之所有權及擁有權。
6. I/We warrant to the Offeror and Guoco that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Guoco in connection with my/our acceptance of the Offer, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and any registration requirements which may be required and the compliance with all necessary formalities, legal or regulatory requirements.
- 本人/吾等向收購人及國浩保證,本人/吾等已遵守在國浩股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納要約方面之法例,包括獲得任何所需之政府批准、外匯管制批准或其他方面之同意或所需之存檔及任何登記規定,及辦理一切必須之手續或遵守法律規定。
7. I/We warrant to the Offeror and Guoco that I/we shall be fully responsible for payment of any 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 Guoco in connection with my/our acceptance of the Offer.
- 本人/吾等向收購人及國浩保證,本人/吾等須就支付在國浩股東名冊上載列本人/吾等地址所在司法權區關於本人/吾等接納要約方面應付之任何轉讓稅或其他稅項或徵稅承擔全部責任。
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- 本人/吾等知悉,除綜合文件及本接納表格明文另行規定外,據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Standard Chartered Bank, Guoco 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

In accepting 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 invalidated, 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 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 Share(s) out of your name;
- maintaining or updating the register of members of Guoco;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as financial advisers, and/or the Registrar;
- compiling statistical information and Guoco Shareholder profiles;
- establishing benefit entitlements of the Guoco Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or Guoco; and
- any other incidental or associated purposes relating to the above and other purpose to which the Guoco 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 the Offeror and/or Standard Chartered Bank and/or Guoco 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, Standard Chartered Bank, Guoco, any of their agents 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 Standard Chartered Bank and/or Guoco and/or the Registrar, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Standard Chartered Bank and/or Guoco and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Access to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Standard Chartered Bank and/or Guoco 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, the Offeror and/or Standard Chartered Bank and/or Guoco and/or the Registrar has/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, Standard Chartered Bank, Guoco 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收購人、渣打銀行、國浩及股份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

閣下就股份接納要約時須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致於處理閣下之接納時無效、遭拒絕或受到延誤。其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：

- 處理閣下之接納及核實或遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義進行之股份轉讓；
- 保存或更新國浩股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自收購人及/或其代理人(例如財務顧問)及/或股份過戶登記處發佈通訊；
- 編製統計資料及國浩股東資料；
- 確定國浩股東之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關收購人或國浩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國浩股東可能不時同意或知悉之其他用途。

#### 3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟收購人及/或渣打銀行及/或國浩及/或股份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，尤其是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(無論在香港境內或境外地區)有關個人資料：

- 收購人、渣打銀行、國浩、彼等之任何代理人及股份過戶登記處；
- 為收購人及/或渣打銀行及/或國浩及/或股份過戶登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理人、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、會計師或持牌證券交易商或註冊證券機構；及
- 收購人及/或渣打銀行及/或國浩及/或股份過戶登記處認為必需或適當情況下之任何其他個人或機構。

#### 4. 獲取及更正個人資料

根據該條例之規定，閣下有權確認收購人及/或渣打銀行及/或國浩及/或股份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。根據該條例，收購人及/或渣打銀行及/或國浩及/或股份過戶登記處有權就辦理獲取任何資料之請求收取合理費用。獲取資料或更正資料或獲取有關政策及慣例之資料及所持資料類別之所有請求均須提交予收購人、渣打銀行、國浩或股份過戶登記處(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。