

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 19 May 2015 (the “Composite Document”) issued jointly by Asia Satellite Telecommunications Holdings Limited and Ganymede Investment Holdings, L.L.C.. 除文義另有所指外，本接納表格所用詞彙與亞洲衛星控股有限公司與Ganymede Investment Holdings, L.L.C.於二零一五年五月十九日聯合刊發之綜合要約及回應文件(「綜合文件」)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 OFFER.
閣下如欲接納要約，請使用本接納及過戶表格。

ASIASAT

ASIA SATELLITE TELECOMMUNICATIONS HOLDINGS LIMITED

亞洲衛星控股有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立的有限公司)

(Stock code: 1135)

(股份代號：1135)

**FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.10 EACH
IN THE ISSUED SHARE CAPITAL OF ASIA SATELLITE TELECOMMUNICATIONS HOLDINGS LIMITED**
亞洲衛星控股有限公司已發行股本中每股面值0.10港元之普通股之接納及過戶表格

TO BE COMPLETED IN FULL 每項均須填寫

Branch share registrar and transfer office in Hong Kong: Computershare Hong Kong Investor Services Limited
香港股份過戶登記分處：香港中央證券登記有限公司
Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

FOR THE CONSIDERATION stated below, the “Transferor(s)” named below hereby transfer(s) to the “Transferee” named below the ordinary shares of HK\$0.10 each in the issued share capital of the Company (the “Offer Share(s)”) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.
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中每股面值0.10港元之普通股(「要約股份」)，惟須遵守本表格及隨附之綜合文件內之條款及條件。

Number of Offer Shares to be transferred (Note) 將予轉讓的要約股份數目 (附註)	FIGURES 數目	WORDS 大寫
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：
SHARE CERTIFICATE NUMBER(S) 股票號碼		
CONSIDERATION 代價	HK\$26.00 in cash for each Offer Share 每股要約股份現金26.00港元	
TRANSFEEE 承讓人	Name 名稱：	Ganymede Investment Holdings, L.L.C.
	Correspondence Address 通訊地址：	The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, Delaware, United States of America
	Occupation 職業：	Corporation 法人團體
SIGNED by the Transferor(s) to this transfer, this _____ day of _____ 2015 由轉讓人於二零一五年_____月_____日簽署		

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／公司印章 (如適用)

ALL JOINT OFFER SHAREHOLDERS MUST SIGN HERE
所有聯名要約股東均須於本欄簽署

DO NOT COMPLETE請勿填寫本欄	
Signed by or for and on behalf of 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	For and on behalf of 代表 Ganymede Investment Holdings, L.L.C. 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) 承讓人或其正式授權代表簽署
SIGNED by or for and on behalf of the Transferee to this transfer, this _____ day of _____ 2015 由承讓人或其代表於二零一五年_____月_____日簽署	

Note: Insert the total number of Offer Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Offer Shares is inserted on this Form of Acceptance and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the Offer Shares equal to the number of the Offer Shares tendered by you.
附註：請填上接納要約之要約股份總數，如本接納表格並無填寫數目或如填寫之數目超過 閣下登記持有之要約股份，而 閣下已簽署本接納表格，則視為 閣下就相等於 閣下所提交數目之要約股份接納要約論。

* for identification purpose only
* 僅供識別

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 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 Offer Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Goldman Sachs and BofAML are making the Offer for and on behalf of the Offeror. The making of the Offer to the Offer Shareholders having registered addresses outside of Hong Kong (the "Overseas Offer Shareholder(s)") may be affected by the laws of the relevant jurisdictions. If you are an Overseas Offer Shareholder, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the 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 but not limited to the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You will also be fully responsible for the payment of any such transfer or other taxes and duties due by you in respect of the acceptance of the Offer. The Offeror, Goldman Sachs, BofAML, the Company, any of their respective directors and professional advisors and all persons involved in the Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you to the Offeror, Goldman Sachs, BofAML and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities and regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional. Offer Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Offer made by Goldman Sachs and BofAML for and on behalf of the Offeror to acquire your Offer Share(s), you should complete and sign this Form of Acceptance 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), for the whole or in respect of part of your holding of Offer Share(s) or if applicable, for not less than the number of the Offer Shares in respect of which you intend to accept the Offer, by post or by hand, marked "Asia Satellite Telecommunications Holdings Limited Share Offer" on the envelope to the Registrar, **Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no later than 4:00 p.m. on 9 June 2015 (Tuesday) (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the Offer Shares on behalf of another person as nominee or otherwise, you should refer to paragraph 1(b) of the section headed "General Procedures for Acceptance of the Offer" in Appendix I to the Composite Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror, Goldman Sachs and BofAML

1. My/Our execution of this Form of Acceptance (which shall be duly completed pursuant to Appendix I to the Composite Document, and whether or not it is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Goldman Sachs and BofAML for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Offer Shares specified in this Form of Acceptance or, if no such number is specified or a greater number is specified in this Form of Acceptance than I am/we are registered as the holder(s) thereof, in respect of all such Offer Shares as to which I am/we are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to each of the Offeror, Goldman Sachs, BofAML and/or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Offer Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s), subject to the terms and conditions of the Offer, as if it/they were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Goldman Sachs and/or BofAML or their respective agent(s) to send a cheque crossed "Not negotiable - account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled to 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 Offer Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within seven Business Days after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the 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 Offer Shareholder or the first-named of joint registered Offer Shareholders.)

Name: (in BLOCK LETTERS).....

Address: (in BLOCK LETTERS).....

 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Goldman Sachs and/or BofAML 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 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 Offer 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;
 - (e) my/our irrevocable instruction and authority to each of the Offeror, Goldman Sachs, BofAML and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Offer Share(s) tendered for acceptance under the 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 Offer Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all Encumbrances and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive dividends and other distributions declared, made or paid, if any, on or after the Closing Date;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Goldman Sachs and/or BofAML and/or the Company and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein;
 - (h) my/our appointment of the Offeror, Goldman Sachs, BofAML as my/our attorney in respect of all the Offer Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Offer becomes unconditional in all respects and thereafter be irrevocable; and
 - (i) my/our agreement that the Offer is, and all acceptances of the 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 Offer.
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, Goldman Sachs, BofAML and the Company that (i) the Offer Shares held by me/us to be acquired under the Offer are sold free from all Encumbrances whatsoever and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive dividends and other distributions declared, made or paid, if any, on or after the Closing Date and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Goldman Sachs, BofAML, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and 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 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 of Acceptance 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 Offer 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 Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror or Goldman Sachs or BofAML or any of their 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 Offer 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, 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 the Offeror, Goldman Sachs, BofAML and the Company that I am/we are the registered Offer Shareholder(s) of the number of Offer Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Offer Shares to the Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror, Goldman Sachs, BofAML 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 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, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror, Goldman Sachs, BofAML 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 connection with my/our acceptance of the Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Goldman Sachs, BofAML and the Company (so as to bind my/our successors and assignees) that in respect of the Offer Shares which are accepted or deemed to have been accepted under the Offer (see note to "Number of Share(s) to be transferred" in the form overleaf), 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 Offer Shares into certificated form) to the attention of the Offeror at the Registrar at Shops 1712-1716, 17th Floor, 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 Offer 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 Offer 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.
10. I/We acknowledge that my/our Offer Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

本接納表格乃重要文件，閣下須即時處理。

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。

閣下如已將名下之要約股份全部售出或轉讓，應立即將本接納表格連同隨附之綜合文件一併送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券商、註冊證券機構或其他代理，以便轉交買主或承讓人。

高盛及美銀美林現代表要約人提出要約。向註冊地址位於香港境外的要約股東，即海外要約股東，提出要約或會受到有關司法管轄區之法例影響。倘閣下為海外要約股東，閣下應自行了解及遵守所有適用法律或監管規定。閣下如欲接納要約，須自行信納全面遵守有關司法管轄區之相關法律及法規，包括但不限於獲得一切所需之政府、外匯管制或其他同意及登記或存檔，並遵守一切所需手續及監管，及／或法律規定。閣下亦須負責支付就接納要約之任何有關轉讓費或其他稅項及徵費。要約人、高盛、美銀美林、本公司、彼等各自之董事及專業顧問及任何涉及要約之人士以及任何彼等各自之代理人均有權獲全面彌償保證及毋須就閣下可能須付之任何稅項及徵費承擔任何責任。閣下接納要約，即構成閣下向要約人、高盛、美銀美林及本公司保證閣下已遵守所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納要約及其任何修訂，而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意及辦妥所需之登記或存檔，並已支付閣下於相關司法管轄區接納而應付之所有轉讓費或其他稅項及徵費或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。閣下決定是否接納或不接納要約應諮詢專業意見。

本接納表格應連同隨附之綜合文件一併閱覽。

本接納表格之填寫方法

要約無附帶條件。要約股東於填寫本接納表格前，務請先閱讀綜合文件。為接納高盛及美銀美林代表要約人收購閣下之要約股份所提出的要約，請填妥及簽署背頁之本接納表格，並將整份表格，連同就閣下持有的所有或部分要約股份、或(倘適用)不少於閣下有意接納要約的數目的要約股份有關股票證書及／或過戶收據及／或任何其他權證文件(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(信封註明「亞洲衛星控股有限公司股份要約」)，送抵證券登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，惟無論如何不得遲於香港時間二零一五年六月九日(星期二)下午四時正，或要約人根據收購守則所釐定及公佈之較後時間及／或日期。綜合文件附錄一之條文已載入並構成本接納表格之一部份。

注意事項：如閣下以代名人或其他身份代表另一位人士持有要約股份，敬請閱覽綜合文件附錄一「接納要約之一般程序」一節，尤其關於閣下應加以考慮的該等事項。

要約之接納表格

致： 要約人及高盛及美銀美林

1. 本人／吾等一經簽立本接納表格(表格須根據綜合文件附錄一正式填妥，而不論有否註明日期)，本人／吾等之承繼人及受讓人將受此約束，並表示：
- (a) 本人／吾等不可撤回地就本接納表格上所註明數目之要約股份，按照及根據綜合文件及本接納表格所述之代價、條款及條件接納綜合文件所載由高盛及美銀美林代表要約人提出之要約，或如本接納表格未有列明數目或填上之數額超過本人／吾等以登記持有人名義持有之數額，則接納收購本人／吾等名下登記持有之全部要約股份；
- (b) 本人／吾等不可撤回地指示及授權要約人、高盛、美銀美林及／或彼等各自任何代理，各自代表本人／吾等交付隨附經本人／吾等正式簽署之過戶收據及／或其他權證文件(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)，憑此向本公司或證券登記處領取本人／吾等就要約股份應獲發之股票證書，並將有關股票證書送交證券登記處，以及授權及指示證券登記處按照及根據要約之條款及條件持有該等股票證書，猶如該等股票證書已連同本接納表格一併交回證券登記處論；
- (c) 本人／吾等不可撤回地指示及授權要約人及／或高盛及／或美銀美林或彼等各自之代理，各自就本人／吾等根據要約之條款應得之現金代價(扣除本人／吾等有關本人／吾等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，盡快及無論如何須於證券登記處接獲所有相關文件日期起計7個營業日內，按以下地址以平郵方式寄予以下人士；如無填上姓名及地址，則按本公司之股東名冊所示登記地址，寄予本人／吾等或吾等當中所名列首位者(如屬聯名登記要約股東)，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要約股東或名列首位之聯名登記要約股東，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／或高盛及／或美銀美林及／或彼等其中一方可能就此指定之人士，各自代表本人／吾等以根據要約出售要約股份之賣方身份，訂立及簽署香港法例第117章印花稅條例所規定須訂立及簽署之買賣單據，並根據該條例規定在本接納表格加蓋印花及背書證明；
- (e) 本人／吾等不可撤回地分別指示及授權要約人、高盛、美銀美林及／或任何其他可能指定之人士，各自代表本人／吾等填妥及簽立與本人／吾等接納要約有關的任何文件，以及採取任何其他必須或適當的行動，以使本人／吾等就接納要約所交出的要約股份歸屬於要約人或其可能指示的人士所有，包括但不限於在並無註明日期的本表格加上日期；
- (f) 本人／吾等承諾於必需或適當時簽立其他文件並採取其他行動，以進一步確保本人／吾等根據要約之接納轉讓予要約人或其可能指定之該名或該等人士之要約股份，乃免除一切產權負擔，並連同就此產生或附帶之一切權利，包括但不限於收取截止日期或之後所宣派、作出或派付之股息及其他分派(如有)之權利；
- (g) 本人／吾等同意追認要約人及／或高盛及／或美銀美林及／或本公司及／或彼等各自之代理或彼等任何一方可能指定之該名或該等人士，於行使本表格所載任何權利時所作出或進行之任何行動或事宜；
- (h) 本人／吾等委任要約人、高盛、美銀美林為本人／吾等就本表格有關的全部要約股份的委托代理人，該授權書於要約在各方面成為無條件的日期及時間起生效，且隨後不得撤回；及
- (i) 本人／吾等同意要約及所有要約接納將受香港法院監管，並按其詮釋，而香港法院對解決要約產生的任何爭議具有獨家司法管轄權。
2. 本人／吾等明白本人／吾等提交要約接納書，將被視為表示本人／吾等向要約人、高盛、美銀美林及本公司保證，(i) 本人／吾等所持將根據要約被收購之要約股份，於出售時乃免除一切產權負擔，並連同就此產生或附帶之一切權利，包括但不限於收取截止日期或之後所宣派、作出或派付之股息及其他分派(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引致或可能引致要約人、高盛、美銀美林、本公司或任何其他人士違反任何司法管轄區與要約有關之法律或監管規定，且本人／吾等根據所有適用法例及法規獲准收取及接納要約(及其任何修訂)，而根據所有適用法例及法規，該接納為有效及具有約束力。
3. 倘若根據要約之條款，本人／吾等之接納書無效，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／吾等之股票證書及／或過戶收據及／或任何其他權證文件(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接納表格一併以平郵方式寄回上述第1(c)段列名之人士及地址；如無填上姓名及地址，以平郵方式寄回本人或吾等當中所名列首位者(如屬聯名登記要約股東)，郵誤風險概由本人／吾等自行承擔。
- 附註：若閣下於接納要約時提交過戶收據，同時要約人、高盛及美銀美林任何一位或他們的任何代理已從代表閣下的本公司或證券登記處收取有關股票證書，則閣下將獲發還有關股票證書，而並非上述過戶收據。
4. 本人／吾等茲附上本人／吾等所持全部／部分要約股份之有關股票證書及／或過戶收據及／或任何其他權證文件(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表格、股票證書及／或過戶收據及／或任何其他權證文件(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。
5. 本人／吾等向要約人、高盛、美銀美林及本公司保證及表明，本人／吾等為本接納表格指定要約股份數目之登記要約股東，而本人／吾等擁有全部權利、權力及權限，透過接納要約之方式向要約人出售及轉讓本人／吾等所持要約股份之所有權及擁有權。
6. 本人／吾等向要約人、高盛、美銀美林及本公司保證，本人／吾等已遵守本人／吾等於本公司股東名冊所列地址當地所有適用法律及法規以及根據當地所有適用法律及法規獲允許接納要約及其任何修訂；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，並已作出所有必要手續或遵守監管及／或法律規定所規定之一切登記或存檔；且本人／吾等已支付本人／吾等就該接納應付之所有發行費、轉讓費或其他稅項及徵費或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。
7. 本人／吾等向要約人、高盛、美銀美林及本公司保證，本人／吾等須就支付關於本人／吾等接納要約應付之任何轉讓費或其他稅項或徵費承擔全部責任。
8. 本人／吾等確認，除非綜合文件及本接納表格有明文規定，藉本表格所作出的一切接納、指示、授權及承諾均不可撤回。
9. 本人／吾等就已接納或被視為已接納要約所涉及要約股份(見本表格背頁「將予轉讓的股份數目」的附註)，而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，向要約人高盛及／或美銀美林及公司不可撤回地承諾，聲明、保證及同意(以約束本人／吾等的繼承人及受讓人)：
- (a) 本人／吾等授權公司及／或其代理將須向本人／吾等作為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(包括任何股票證書及／或因將該等要約股份轉為證書形式而發出的其他所有權文件)，寄送至證券登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖，收件人為要約人；
- (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，同意縮短公司股東大會通知期及／或出席及／或簽立該等要約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／吾等行使該等要約股份附帶的投票權，而該等投票權將以要約人全權酌情決定的方式作出投票；及
- (c) 本人／吾等同意，在未取得要約人同意的情况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有關股東大會委任代表，或委任代表出席股東大會及在上文所規限下，如本人／吾等以往已就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)出席該大會並於會上投票，則本人／吾等謹此明確表示撤回有關委任。
10. 本人／吾等確認以接納要約之方式售予要約人之本人／吾等之要約股份將以要約人或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statements

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

1. Reasons for the collection of your personal data

To accept the Offer for your Offer 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 to 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 of compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Offer 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 and/or Goldman Sachs and/or BofAML and/or the Company and/or their respective agents, officers, 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 or entitlements;
- any other purpose in connection with the business of the Offeror, Goldman Sachs, BofAML, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Goldman Sachs and/or BofAML and/or the Company to discharge its obligations to the Shareholders and/or under applicable regulations, and any other

purposes to which the Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror and/or Goldman Sachs and/or BofAML and/or the Company and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, Goldman Sachs, BofAML, the Company 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 offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Goldman Sachs and/or BofAML and/or the Company 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 bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Goldman Sachs and/or BofAML and/or the Company 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 and/or Goldman Sachs and/or BofAML and/or the Company and/or the Registrar hold(s) 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 Goldman Sachs and/or BofAML and/or the Company 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, Goldman Sachs, BofAML, the Company and/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於約人、高盛、美銀美林、本公司及證券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

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

2. 用途

閣下於本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：

- 處理閣下之接納申請及核實遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名下要約股份之轉讓；
- 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；
- 發佈要約人及／或高盛及／或美銀美林及／或本公司及／或彼等各自之代理、高級職員、顧問及證券登記處之通訊；
- 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處理申索或確定應得權益；
- 有關要約人、高盛、美銀美林、本公司及／或證券登記處業務之任何其他用途；及
- 有關上述任何其他臨時或關連用途及／或令要約人及／或高盛及／或美銀美林及／或本公司得以履行其對本公

司股東及／或適用法規項下之責任，以及股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及／或高盛及／或美銀美林及／或本公司及／或證券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、高盛、美銀美林、本公司及／或其任何代理、高級職員及顧問、證券登記處及海外總登記處(如有)；
- 為要約人及／或高盛及／或美銀美林及／或本公司及／或證券登記處提供與其業務營運有關的行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及／或高盛及／或美銀美林及／或本公司及／或證券登記處認為必需或適當情況下之任何其他人士或機構。

4. 查閱及更正個人資料

根據該條例之規定，閣下可查明要約人及／或高盛及／或美銀美林及／或本公司及／或證券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，要約人及／或高盛及／或美銀美林及／或本公司及／或證券登記處可就查閱任何資料之請求收取合理之手續費。查閱資料或更正資料或查閱有關政策及慣例及所持資料類型之所有請求，須提交予要約人、高盛、美銀美林、本公司及／或證券登記處(視乎情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。