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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及轉讓表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本接納及轉讓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 and Transfer shall bear the same meanings as those defined in the composite offer and response document dated 11 May 2015 (the "Composite Document") issued jointly by ITC Corporation Limited and Galaxyway Investments Limited.

除文義另有所指外，本接納及轉讓表格所用詞彙與德祥企業集團有限公司及Galaxyway Investments Limited聯合刊發日期為二零一五年五月十一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。

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

接納及轉讓表格在閣下欲接納要約時適用。



ITC CORPORATION LIMITED

德祥企業集團有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 372)

(股份代號: 372)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF ITC CORPORATION LIMITED

德祥企業集團有限公司

普通股之

接納及轉讓表格

All parts should be completed

每項均須填寫

Hong Kong Branch Share Registrar and
Transfer Office: Tricor Secretaries Limited,
Level 22, Hopewell Centre,
183 Queen's Road East, Hong Kong
(the Registrar)

香港股份過戶登記分處：
卓佳秘書商務有限公司，
香港皇后大道東183號
合和中心22樓
(「過戶登記處」)

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, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附綜合文件所載之條款並在其條件規限下，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」。		
Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	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 CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱：	Forename(s): 名字：
	Registered address: 登記地址：	Telephone Number: 電話號碼：
CONSIDERATION 代價	HK\$0.73 in cash for each Offer Share 每股要約股份現金0.73港元	
TRANSFEEE 承讓人	Name 名稱： Correspondence address 通訊地址： Occupation 職業：	Galaxyway Investments Limited 30th Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong 香港中環夏慤道12號美國銀行中心三十樓 Corporation 法團
SIGNED by the Transferor to this transfer, this day of _____, _____ 2015. 由是次轉讓之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/公司印鑑(如適用)

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

ALL JOINT
HOLDERS
MUST
SIGN HERE
所有聯名持有人
均必須於本欄
簽署

Do not complete 請勿填寫本欄	
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署： SIGNATURE OF WITNESS 見證人簽署	For and on behalf of 代表 Galaxyway Investments Limited 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	
Date of signing by Transferee 由承讓人簽署之日期	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權之代理人簽署

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of Share(s) or those physical Share(s) tendered for acceptance of the Offer and you have signed this form, 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 Offer.
附註：請填上接納要約之股份總數。倘並無填上數目或所填數目大於閣下登記持有之股份或作接納要約之實物股份，而閣下已簽署本表格，則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要約之最後期限或之前自行提交並送達過戶登記處。

* For identification purpose only
僅供識別

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Anglo Chinese 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 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 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 or compliance with the terms and application procedures set out in this Form of Acceptance and Transfer and the Composite Document ;
- registering transfers of the Share(s) out of your name ;
- maintaining or updating the relevant register of members of the Share(s) ;
- 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 the financial advisers and the Registrar ;
- compiling statistical information and Shareholders profiles ;
- establishing benefit entitlements of the Shareholders under the Offer ;
- 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 the Registrar ; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance and Transfer will be kept confidential but the Offeror and/or Anglo Chinese 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, Anglo Chinese, 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 Anglo Chinese 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 institution in securities ; and
- any other persons or institutions whom the Offeror and/or Anglo Chinese and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, Anglo Chinese and the Registrar will keep the personal data provided in this Form of Acceptance and Transfer for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Anglo Chinese 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 Anglo Chinese 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, Anglo Chinese 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要約人、英高及過戶登記處以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

如接納閣下股份之要約，閣下須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤，亦可能妨礙或延遲寄發閣下根據要約應得之代價。

2. 用途

閣下於本接納及轉讓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或遵循本接納及轉讓表格及綜合文件載列之條款及申請程序；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他核實或資料交換；
- 自要約人及/或其代理(例如財務顧問及過戶登記處)發佈通訊；
- 編製統計資料及股東資料；
- 確立要約項下股東之獲益權利；
- 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；
- 有關要約人或過戶登記處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本接納及轉讓表格提供之個人資料將會保密，惟要約人及/或英高及/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個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、英高、其任何代理及過戶登記處；
- 為要約人及/或英高及/或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、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
- 要約人及/或英高及/或過戶登記處於有關情況下認為必需或適當之任何其他個人或機構。

4. 個人資料的保留

要約人、英高及過戶登記處將按收集個人資料所需用途保留本接納及轉讓表格所收集個人資料。毋需保留之個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或英高及/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，要約人及/或英高及/或過戶登記處可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別之資料之所有請求，須提交予要約人、英高或過戶登記處(視情況而定)。

閣下一經簽署本接納及轉讓表格即表示同意上述所有條款。

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

If you are in any doubt as to any aspect about this Form of Acceptance and Transfer or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, a 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 Transfer and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank, licensed securities dealer registered institution in securities, other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or the transferee(s).

The making of the Offer to Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing 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 and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties payable by you in respect of all relevant jurisdictions. The Offeror, Anglo Chinese and any person involved in the 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 Offer by you will constitute a warranty by you to the Offeror, Anglo Chinese and the Company that you are permitted under all applicable laws 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 the relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This Form of Acceptance and Transfer should be read in conjunction with the Composite Document. Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the Composite Document dated 11 May 2015 jointly issued by Galaxyway Investments Limited and ITC Corporation Limited.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

Offer Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the Offer. To accept the Offer made by Anglo Chinese on behalf of the Offeror, you should complete and sign this Form of Acceptance and Transfer and forward this Form of Acceptance and Transfer, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof for the number of Share(s) in respect of which you wish to accept the Offer, by post or by hand, in an envelope marked "ITC Corporation Limited Offer", to the Registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Monday, 1 June 2015 (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). The provisions contained in Appendix 1 to the Composite Document are incorporated into and form part of this Form of Acceptance and Transfer.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and Anglo Chinese

1. My/Our execution of this Form of Acceptance and Transfer (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Anglo Chinese 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 Shares specified in this Form of Acceptance and Transfer ;
 - (b) my/our irrevocable instruction and authority to the Offeror, Anglo Chinese 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 under the terms of the Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of ITC Corporation Limited as soon as possible but in any event within 7 Business Days following the date of receipt of all the relevant documents by Registrar to render the acceptance under the Offer complete and valid:
(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in block capitals)
 - Address:** (in block capitals)
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Anglo Chinese 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 and Transfer in accordance with the provisions of that Ordinance ;
 - (d) my/our irrevocable instruction and authority to the Offeror, Anglo Chinese or such person or persons as any of them may direct to complete, amend and execute any document on behalf of the person or persons accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror, or such person or persons as it may direct the Shares in respect of which such person or persons has/have accepted the Offer ;
 - (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our 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 and together with all rights accruing or attaching thereto 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 posting of the Composite Document ;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Anglo Chinese 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 ; and
 - (g) my/our irrevocable instruction and authority to the Offeror and/or Anglo Chinese 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 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 Share certificate(s) delivered to the Registrar together with this Form of Acceptance and Transfer.
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 Anglo Chinese that (i) the number of Share(s) specified in this Form of Acceptance and Transfer will be sold free from all third-party rights, liens, claims, charges, equities and encumbrances and together with all rights accruing or attaching thereto 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 Composite Document ; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Anglo Chinese or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and is permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and 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 other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance and Transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in 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 ITC Corporation Limited.
Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or Anglo Chinese or their respective agent(s) from the Registrar on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).
 4. I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance and Transfer, Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or 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 Share(s) to the Offeror by way of acceptance of the Offer.
 6. I/We warrant to the Offeror, Anglo Chinese and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of ITC Corporation Limited in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
 7. I/We warrant to the Offeror, Anglo Chinese and ITC Corporation Limited 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 ITC Corporation Limited 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 and Transfer, all acceptance, 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 the Offer will be registered under the name of the Offeror or its nominee.

本接納及轉讓表格乃重要文件，請即處理。

閣下對本接納及轉讓表格之任何內容或應採取之行動如有任何疑問，應諮詢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以其他方式轉讓，應立即將本接納及轉讓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、註冊證券機構或其他代理商，以便轉交買主或承讓人。

向海外股東提出要約可能會受有關司法權區之法例禁止或影響。倘閣下為海外股東，應就要約於有關司法權區之限制自行尋求適當之法律意見，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法例及規例（包括但不限於取得任何可能規定之政府、外匯管制或其他同意，以及遵守其他必要的正式手續或監管或法律規定）。閣下亦須全面負責支付閣下於所有有關司法權區應付之任何轉讓或其他稅項及徵費。要約人、英高及任何參與要約之人士均有權獲悉數彌償及毋須就閣下可能須支付之任何稅項承擔任何責任。閣下接納要約將構成閣下向要約人、英高及本公司保證，閣下根據所有適用法例獲准收取及接納要約及其任何修訂，以及閣下已取得一切所需之政府、外匯管制或其他同意，並已依循一切必要的正式手續及遵照監管或法律規定辦妥一切所需之登記及存檔，及已就於有關司法權區作出該項接納繳付閣下應付之所有轉讓或其他稅項及徵稅或其他所需款項，以及根據所有適用法例及規例，該接納為有效及具約束力。

本接納及轉讓表格應與綜合文件一併閱讀。除文義另有所指外，本表格使用之詞彙與Galaxyway Investments Limited及德祥企業集團有限公司聯合刊發日期為二零一五年五月十一日之綜合文件所界定者具相同涵義。

本接納及轉讓表格填寫方法

要約股東在決定是否接納要約前，務請細閱綜合文件。閣下如欲接納英高代表要約人提出之要約，應填妥及簽署本接納及轉讓表格，並連同閣下欲接納要約之股份數目之有關股票及／或過戶收據及／或其他所有權文件及／或就此所須任何令人信納之彌償保證書，放入一個註明「德祥企業集團有限公司要約」之信封內，於實際可行情況下盡快但無論如何於二零一五年六月一日（星期一）下午四時正（或要約人在執行人員之同意下根據收購守則可能釐定及公佈之較後日期及／或時間）前，以郵遞或專人派遞方式送交過戶登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。綜合文件附錄一所載之條文納入本接納及轉讓表格並屬於其中一部分。

要約之接納及轉讓表格

致：要約人及英高

1. 本人／吾等一經簽立本接納及轉讓表格（不論該表格是否已註明日期），本人／吾等之承繼人及受讓人將受此約束，並表示：

(a) 本人／吾等按綜合文件及本表格所載代價及條款與條件，就本接納及轉讓表格所列明之股份數目，不可撤回地接納綜合文件所載由英高代表要約人提出之要約；

(b) 本人／吾等不可撤回地指示及授權要約人、英高或彼等各各自之代理，就本人／吾等根據要約之條款應得之現金代價（扣除本人／吾等就本人／吾等接納要約應付之所有賣方從價印花稅），以「不得轉讓—只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後盡快但無論如何於過戶登記處接獲所有相關文件致使要約項下之接納為完整及有效當日後七個營業日內，按以下地址以普通郵遞方式寄予以下人士，或如無於下欄填上姓名及地址，則按德祥企業集團有限公司股東名冊所示登記地址寄予本人或吾等當中之名列首位者（如屬聯名登記股東），郵誤風險概由本人／吾等承擔；

（倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。）

姓名：（請用正楷填寫）

地址：（請用正楷填寫）

(c) 本人／吾等不可撤回地指示及授權要約人及／或英高及／或彼等任何一方可能就此指定之一名或多名有關人士，各自代表本人／吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人／吾等作為根據要約出售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及轉讓表格背書證明；

(d) 本人／吾等不可撤回地指示及授權要約人、英高或彼等任何一方可能指定之一名或多名人士代表接納要約之一名或多名人士填妥、修改及簽立任何文件及採取任何其他必須或適當之行動，使已接納要約之一名或多名人士之股份歸要約人或其可能指定之一名或多名人士所有；

(e) 本人／吾等承諾於必需或合宜時簽立有關其他文件及辦理有關其他行動及事項，以將本人／吾等就接納要約提交之股份轉讓予要約人或其可能指定之有關人士，該等股份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，並連同累算或附帶或其後附帶之一切權利（包括但不限於收取於綜合文件日期當日或之後所宣派、派付或作出之一切未來股息及／或其他分派（如有）之權利）；

(f) 本人／吾等同意追認要約人及／或英高及／或彼等各各自之代理或彼等任何一方可能指定之一名或多名有關人士於行使本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

(g) 本人／吾等不可撤回地指示及授權要約人及／或英高或彼等各各自之代理，代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（及／或就此所需並令人信納之彌償保證），憑此向過戶登記處領取本人／吾等就股份應獲發之股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據要約之條款及條件持有該等股票，猶如該（等）股票已連同本接納及轉讓表格一併送交過戶登記處。

2. 本人／吾等明白本人／吾等接納要約，將被視為構成本人／吾等向要約人及英高保證(i)本接納及轉讓表格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，並連同累算或附帶或其後附帶之一切權利（包括但不限於收取於綜合文件日期當日或之後所宣派、派付或作出之一切未來股息及／或其他分派（如有）之權利）下出售；及(ii)本人／吾等並無採取或不採取任何行動而將或可能致使要約人、英高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，且彼根據所有適用法例獲准接獲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. 倘按要約之條款本人／吾等之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人／吾等授權並懇請閣下將本人／吾等之股票及／或過戶收據及／或其他所有權文件（及／或就此所須任何令人信納之彌償保證書）連同已正式註銷之本接納及轉讓表格，以普通郵遞方式一併寄予上文1(b)所列之人士及地址，或如未有列明姓名及地址，則按德祥企業集團有限公司股東名冊所示登記地址寄予本人或吾等當中之名列首位者（如為聯名登記股東），郵誤風險概由本人／吾等承擔。

附註：倘閣下交出一份或以上過戶收據，而要約人及／或英高或彼等各各自之代理已代表閣下從過戶登記處領取有關股票，則發還予閣下者將為該（等）股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部分股份之相關股票及／或過戶收據及／或其他所有權文件（及／或就此所須任何令人信納之彌償保證書），由閣下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及轉讓表格、股票及／或過戶收據及／或其他所有權文件（及／或就此所需並令人信納之彌償保證）概不獲發收據。本人／吾等亦了解所有文件將以普通郵遞方式寄發且一切郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等向閣下保證及聲明，本人／吾等為本接納及轉讓表格所註明股份數目之登記股東，而本人／吾等有十足權利、權力及授權以接納要約之方式，向要約人出售及移交本人／吾等之股份之所有權及擁有權。

6. 本人／吾等向要約人、英高及本公司保證，本人／吾等已遵守在德祥企業集團有限公司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、外匯管制或其他同意及任何註冊或存檔，及辦理一切必須之手續或遵守法律規定。

7. 本人／吾等向要約人、英高及德祥企業集團有限公司保證，本人／吾等須就支付在德祥企業集團有限公司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. 本人／吾等知悉，除綜合文件及本接納及轉讓表格明文規定外，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。

9. 本人／吾等知悉，本人／吾等以要約之方式向要約人出售之股份將以要約人或其代名人義登記。