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Unless the context otherwise requires, terms used in this Acceptance Form shall bear the same meanings as those defined in the composite document dated 1 December 2017 (the "Composite Document") issued jointly by Wealth Warrior Global Limited and The Grande Holdings Limited.

除文義另有所指外，本接納表格所用詞彙與Wealth Warrior Global Limited及嘉域集團有限公司於二零一七年十二月一日刊發之綜合文件（「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.

閣下如欲接納要約請使用接納及過戶表格。

GRANDE

THE GRANDE HOLDINGS LIMITED

嘉域集團有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(於開曼群島註冊成立並於百慕達繼續經營之有限公司)

(Stock Code: 186)

(股份代號：186)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.010 EACH IN THE ISSUED SHARE CAPITAL OF THE GRANDE HOLDINGS LIMITED

嘉域集團有限公司已發行股本中每股面值0.010港元之普通股之接納及過戶表格

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

Hong Kong branch share registrar and transfer office: Tricor Tengis Limited

香港股份過戶登記分處：卓佳登捷時有限公司

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 accept(s) the Offer and hereby transfer(s) to the Transferee named below the Share(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 根據本接納及過戶表格及綜合文件所載條款及條件，下列轉讓人現按下列代價，接納要約並將以下註明之股份轉讓予下列承讓人。		
Number of Share(s) 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) (請用打字機或用正楷填寫)	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\$0.180 in cash for each Share 每股股份現金0.180港元	
TRANSFEEE 承讓人	Name 名稱：	Wealth Warrior Global Limited
	Correspondence Address 通訊地址：	Unit C, 32/F., TML Tower, No. 3 Hoi Shing Road, Tsuen Wan, New Territories, Hong Kong 香港新界荃灣海盛路3號TML廣場32樓C室
	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（如適用）

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

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名
登記持有人
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:
承讓人或其代表在下列見證人見證下簽署：

Signature of Witness

見證人簽署

Name of Witness

見證人姓名

Address of Witness

見證人地址

Occupation of Witness

見證人職業

Date of transfer

轉讓日期

For and on behalf of 代表
Wealth Warrior Global Limited

Signature of Transferee or its duly authorized agent(s)
承讓人或其正式授權代理簽署

THIS ACCEPTANCE FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Acceptance Form 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 Acceptance Form and the 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).

BaoQiao Partners is making the Offer for and on behalf of the Offeror. The making of the Offer to the Independent Shareholders having registered addresses outside Hong Kong may be affected by the laws and regulations 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 Offer, it is your sole 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, BaoQiao Partners, 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, BaoQiao Partners 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 the 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 Acceptance Form should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS ACCEPTANCE FORM

The Offer is unconditional. Independent Shareholders are advised to read the Composite Document before completing this Acceptance Form. To accept the Offer made by BaoQiao Partners for and on behalf of the Offeror to acquire your Share(s), you should complete and sign this Acceptance Form 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 Share(s) or if applicable, for not less than the number of the Shares in respect of which you intend to accept the Offer, by post or by hand, to the Registrar, **Tricor Tengis Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong no later than 4:00 p.m. on Friday, 22 December 2017 (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 Acceptance Form.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "Nominee Registration" in the Appendix I of the Composite Document in particular as to the matters which you should consider.

ACCEPTANCE FORM IN RESPECT OF THE OFFER

To: The Offeror and BaoQiao Partners,

1. My/Our execution of this Acceptance Form shall be binding on my/our successors and assignees (whether or not such form is dated), and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by BaoQiao Partners 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 Shares specified in this Acceptance Form;
 - (b) my/our irrevocable instruction and authority to each of the Offeror, BaoQiao Partners and/or such person or persons as the Offeror may direct for the purpose, to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against 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 was/were delivered to the Registrar together with this Acceptance Form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror, BaoQiao Partners and 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 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 the Company within seven Business Days following the date on which all the relevant documents are received by the Hong Kong Branch Share Registrar to render such 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 Shareholders 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, BaoQiao Partners 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 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 Acceptance Form in accordance with the provisions of that Ordinance;
- (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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from all Encumbrances and together with all rights attaching or accruing thereto, including all rights to any dividend or other distribution declared, made or paid on or after the date on which the Offer is made, being the date of this Composite Document; and
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or BaoQiao Partners and/or the Company and/or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, BaoQiao Partners and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold fully paid and free from all Encumbrances and together with all rights attaching or accruing thereto, including all rights to any dividend or other distribution declared, made or paid on or after the date on which the Offer is made, being the date of this Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, BaoQiao Partners, 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 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 Offer and in the meantime the relevant share certificate(s) is/are collected by the Offeror or BaoQiao Partners 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 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 Acceptance Form, 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, BaoQiao Partners and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this Acceptance Form 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 Offer.
6. I/We warrant to the Offeror, BaoQiao Partners 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 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 the Offeror, BaoQiao Partners and the Company or any other person involved in the Offer in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer.
7. I/We warrant to the Offeror, BaoQiao Partners 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 Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Acceptance Form, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, BaoQiao Partners, 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 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. It is important that you should inform the Offeror and/or BaoQiao Partners and/or the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this Acceptance Form 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 Acceptance Form and the Composite Document;
- 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 and/or BaoQiao Partners and/or the Company 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 facilitates claims and entitlements;
- any other purpose in connection with the business of the Offeror, BaoQiao Partners, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or the Company 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 Acceptance Form will be kept confidential but the Offeror and/or BaoQiao Partners 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, BaoQiao Partners, 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 BaoQiao Partners and/or the Company and/or the Registrar in connection with the operation of their business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as their bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or BaoQiao Partners 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 BaoQiao Partners and/or the Company 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 and/or the Company 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, the Company or the Registrar (as the case may be).

BY SIGNING THIS ACCEPTANCE FORM, 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、寶橋融資、本公司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

如閣下就股份接納要約，閣下須提供所需個人資料。倘閣下未能提供所需資料則可能導致閣下之接納不獲受理或有所延誤。其亦可能妨礙或延誤寄發閣下根據要約有權享有之代價。如所提供之資料有任何不準確，閣下須即時知會要約人及／或寶橋融資及／或本公司及／或過戶登記處。

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／或寶橋融資及／或本公司及／或彼等各各自之代理、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、寶橋融資、本公司或過戶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／或寶橋融資及／或本公司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／或寶橋融資及／或本公司及／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、寶橋融資、本公司及／或其任何代理、高級職員及顧問、過戶登記處及海外總登記處(如有)；
- 為要約人及／或寶橋融資及／或本公司及／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；
- 聯交所、證監會及任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如彼等之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人及／或寶橋融資及／或本公司及／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，閣下可確認要約人及／或寶橋融資及／或本公司及／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／或本公司及／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型之資料之所有請求，須提交予要約人、本公司或過戶登記處(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。