

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION
此乃要件，請即處理

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This document is the Form of Acceptance referred to in the scheme document addressed to the Shareholders and the Optionholders dated 19 June 2014 (the "Scheme Document") for use by the Optionholders who want to accept the Option Offer. You should read it in conjunction with the Scheme Document and the Option Offer Letter from the Company and the Offeror dated 19 June 2014 in relation to the Option Offer.

本文件乃二零一四年六月十九日寄發予股東及購股權持有人的計劃文件（「計劃文件」）所提及的接納表格，可供有意接納購股權要約的購股權持有人使用。閣下應將本文件連同計劃文件及由本公司及要約人就購股權要約於二零一四年六月十九日發出的購股權要約函件一併閱讀。

Terms defined in the Scheme Document have the same meanings in this Form of Acceptance.

計劃文件所界定的詞彙於本接納表格具有相同涵義。



Regent Manner International Holdings Limited
峻凌國際控股有限公司

(incorporated in the Cayman Islands

with limited liability)

(Stock Code: 1997)

(於開曼群島註冊成立

的有限公司)

(股份代號：1997)

PROPOSED PRIVATIZATION OF REGENT MANNER INTERNATIONAL HOLDINGS LIMITED BY WAY OF A SCHEME OF ARRANGEMENT (UNDER SECTION 86 OF THE CAYMAN ISLANDS COMPANIES LAW)

**建議以協議安排的方式將峻凌國際控股有限公司私有化
(根據開曼群島公司法第86條進行)**

FORM OF ACCEPTANCE TO THE OPTION OFFER MADE TO THE OPTIONHOLDERS
向購股權持有人作出購股權要約的接納表格

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 a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

如閣下對本接納表格任何方面或應採取的行動有任何疑問，應諮詢閣下的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。

To: Taiwan Surface Mounting Technology (B.V.I.) Co. Limited
Regent Manner International Holdings Limited

致：Taiwan Surface Mounting Technology (B.V.I.) Co. Limited
峻凌國際控股有限公司

With reference to the Option Offer made by the Offeror, I hereby accept the Option Offer in respect of the cancellation of my outstanding Options specified in the tables below (Note 1), on the terms and subject to the conditions set out in the Option Offer Letter from the Offeror addressed to me dated 19 June 2014 (Note 2):

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茲提述由要約人所作出的購股權要約，就註銷以下表格所指本人未行使的購股權（附註1）而言，本人謹此根據由要約人於二零一四年六月十九日寄發予本人的購股權要約函件所載的條款及其條件所約束下接納購股權要約（附註2）：

Number of Option(s) under the Share Option Scheme with an exercise price of HK\$1.41 per Option for a “see-through” price of HK\$0.39 per Option 購股權計劃項下以每份購股權行使價1.41港元對每份購股權「透視」價0.39港元的購股權數目	FIGURES 數目
	WORDS 大寫

The relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding Options or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) is/are enclosed herewith for Company’s cancellation (Note 3).

謹此為本公司進行註銷隨函附上相關證書（如有）或證明授出未行使購股權的其他文件或其他所有權或權利文件（及／或就此所需的任何可信納的一項或多項彌償保證）（附註3）。

Please send the cheque(s) for the payment of the consideration to my following address:

請將用於支付代價的支票寄至本人以下地址：

Mailing Address of Optionholders 購股權持有人郵寄地址：_____

_____(Note 4 附註4)

By signing and returning this Form of Acceptance, I:

一經簽署及送回本接納表格，本人：

- (a) warrant and confirm that each Option to which this Form of Acceptance relates is valid and subsisting, free from all liens, charges, mortgages and third party interests of any nature whatsoever and I acknowledge that all option certificate(s) or document(s) in respect of such Option shall become void once the Option has been cancelled as a result of my acceptance of the Option Offer hereunder; 保證及確認與本接納表格相關的每份購股權是有效及續存的、不存在任何留置權、押記、按揭及任何性質的第三方權益，且本人知悉，一旦購股權基於本人據此接納購股權要約而被註銷，則有關購股權的所有購股權證書或文件將成為無效；
- (b) acknowledge and agree that I cease to have any rights and obligations, waive all rights and claims against any party (including the Offeror and the Company), in respect of all the Options held by me for which I accept the Option Offer, and that all rights and obligations under all such Options will be cancelled; 知悉並同意，就本人接納購股權要約涉及所有由本人持有的購股權而言，本人不再擁有任何權利及責任，並放棄對任何一方（包括要約人及本公司）的所有權利及索賠，且所有購股權項下的所有權利及責任將被取消；
- (c) confirm that the decisions which I have made on this Form of Acceptance cannot be withdrawn or altered; 確認本人於本接納表格上所作的決定不能被撤銷或更改；

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- (d) authorise the Offeror, the Company and/or such person or persons as any of them may direct to do all acts and things and to complete, amend and execute all documents on my behalf as may be necessary or desirable to give effect to or in connection with my acceptance of the Option Offer and/or instructions as described in this Form of Acceptance and have undertaken to execute any further assurance that may be required in respect of such acceptance and/or instructions if so called upon by the Offeror or the Company; 授權要約人、本公司及／或任何彼等可能指定的一名或多名人士，各自代表本人作出一切行動及事宜，並填妥、修訂及簽立為使落實或本人就購股權要約所作出的接納及／或本接納表格所述的指示有關而可能屬必要或權宜的所有文件，及承諾簽立就要約人或本公司提出就有關接納及／或指示可能被要求的任何進一步保證；
- (e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to the Option Offer Letter and this Form of Acceptance; and 承諾確認及追認任何經或根據購股權要約函件及本接納表格委任的授權代表，代表本人適當地或合法地採取的任何行動；及
- (f) confirm that I have read, understood and agreed to all of the terms and conditions of the Option Offer (including, without limitation, those set out in the Scheme Document, the Option Offer Letter and this Form of Acceptance) and that I have received and read the Scheme Document and the Option Offer Letter. 確認本人已閱讀、理解及同意購股權要約（包括但不限於載於計劃文件、購股權要約函件及本接納表格）的所有條款及條件，以及本人已收到並閱讀計劃文件及購股權要約函件。

This Form of Acceptance shall be governed by and construed in accordance with the laws of Hong Kong. 本接納表格應受香港法例規管並按其詮釋。

Signature of Optionholder 購股權持有人簽名：_____ (Note 5 附註5)

Name of Optionholder 購股權持有人名稱：_____

Witness's Signature 見證人簽署：_____

Witness's Name 見證人姓名：_____

Date 日期：_____

Notes:

1. If acceptance under this Form of Acceptance is made in respect of some, but not all, of your outstanding Options, please insert in the table the number of outstanding Options to which this Form of Acceptance relates. The number of Options to which this Form of Acceptance relates shall not exceed the number of outstanding Options registered under your name as at the Record Date. If a higher number is inserted, the acceptance under this Form of Acceptance will be regarded as being made in respect of all your outstanding Options as at the Record Date. If no number is inserted here, the acceptance under this Form of Acceptance will be regarded as being made in respect of all your outstanding Options as at the Record Date.
2. This Form of Acceptance is subject to the terms and conditions of the Option Offer as set out in the letter from the Offeror dated 19 June 2014 to you in relation to the Option Offer.
3. This Form of Acceptance together with the relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding Options to you or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) should be returned to the Offeror, **care of the Company at 20th Floor, No.168 Queen's Road Central, Central, Hong Kong, for the attention of the board of the Offeror and marked "Regent Manner — Option Offer" by no later than 4:00 p.m. (Hong Kong time) on Tuesday, 19 August 2014 (or such later time and/or date as may be notified to you through announcement(s)).** No

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acknowledgement of receipt of any Form of Acceptance, the relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding Options or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. Any Optionholder who has not returned to the Offeror an executed Form of Acceptance in the manner described above will not receive any Option Offer price.

4. Within seven Business Days following the later of the date that the Option Offer becomes unconditional and the date of receipt of a valid acceptance, cheque(s) for payment of the Option Offer price under the Option Offer will be issued in favour of the Optionholder and sent by ordinary post to such Optionholder to the address set out in the "Mailing Address of Optionholders" above. In the absence of the requested information, the cheque(s) will be sent by ordinary post to your last known addresses maintained on the record of the Company. Any such cheques so sent will be sent at the risk of the persons entitled thereto and none of the Offeror or the Company (nor any officer, representative or agent of any of them) will be liable for any loss or delay in the transmission.
5. Please sign at the place indicated to signify your acceptance of the Option Offer to the extent stated in this Form of Acceptance and insert the date of acceptance. If you fail to sign the Form of Acceptance, you will be treated as not having accepted the Option Offer in respect of any of your outstanding Options notwithstanding completion of the other parts of the Form of Acceptance.
6. If you are not resident in Hong Kong, the acceptance of the Option Offer or the receipt of the consideration for acceptance of the Option Offer may be subject to the laws of the relevant jurisdiction where you are located. You should inform yourself about and observe any applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws of your own jurisdiction in connection therewith, including the obtaining of any governmental or exchange control or other consents which may be required, or the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such jurisdiction.
7. You are recommended to consult your professional advisers if you are in any doubt as to the taxation implications of the Option Offer and, in particular, whether the receipt of the consideration under the Option Offer will make you liable to taxation in Hong Kong or in other jurisdictions.

附註：

1. 如按本接納表格就有關 閣下部分但並非全部未行使購股權作出接納，則請在表格填寫與本接納表格相關的未行使購股權數目。與本接納表格有關的購股權數目不應超過於記錄日期 閣下名下登記的未行使購股權的數目。倘填寫更高的數目，根據本接納表格的接納將視為就記錄日期 閣下所有未行使購股權作出。如未有在此填寫數目，根據本接納表格的接納將被視為就記錄日期 閣下所有未行使的購股權作出。
2. 本接納表格乃受要約人就購股權要約於二零一四年六月十九日寄發予 閣下的函件所載的購股權要約的條款及條件所約束。
3. 本接納表格連同相關證書（如有）或證明向 閣下授出未行使購股權的任何其他文件或其他的所有權或權利文件（及／或就此所需的任何可信納的一項或多項彌償保證），最遲於二零一四年八月十九日（星期二）下午四時正（香港時間）（或可能經由公告通知 閣下的較後日期及／或時間）前交回本公司，地址為香港中環皇后大道中168號20樓，要約人董事會收，並註明「峻凌——購股權要約」，以交回要約人。 閣下將不會就接納表格、相關證書（如有）或證明授出未行使購股權的其他文件或其他的所有權或權利文件（及／或就此所需的任何可信納的一項或多項彌償保證）而獲發認收通知書。倘任何購股權持有人未能向要約人交回以上述方式簽署的接納表格，則將不會收到任何購股權要約價。
4. 購股權要約成為無條件之日期及收到有效接納日期較後者之後的七個營業日內，用於支付根據購股權要約項下購股權要約價的支票將以購股權持有人為受益人簽發，並以平郵方式按上述「購股權持有人郵寄地址」所載地址向購股權持有人寄發。如並無所要求的資料，支票將會以平郵方式寄至本公司記錄所保存的 閣下最後知悉的地址。按上述方式寄發的任何有關支票所涉及的郵誤風險由有權收取支票的人士承擔，要約人及本公司（及彼等任何職員、代表或代理人）將不會對遞送過程中產生的遺失或延誤承擔任何責任。
5. 請在所示的位置簽署以表示 閣下在本接納表格所述範圍內接納購股權要約及填上接納日期。儘管 閣下填妥本接納表格的其他部分，如未有簽署本接納表格， 閣下將被視為並未就有關任何 閣下的未行使購股權接納購股權要約。
6. 如 閣下並非香港居民，接納購股權要約或收取接納購股權要約的代價則可能須遵守 閣下所居住地方的相關司法權區的法律。 閣下應知悉並遵守任何適用的法律及法規要求。 閣下如有意接納購股權要約，有責任信納已自行充分遵守 閣下的司法權區的法律，包括獲得所需的任何政府或交易所監管或其他同意，或辦理其他任何必要手續並支付該司法權區的任何發行、過戶或其他應繳稅項。
7. 如 閣下對購股權要約的稅務影響及尤其是對根據購股權要約收取代價是否導致 閣下須承擔香港或其他司法權區稅務有任何疑問，建議諮詢 閣下的專業顧問。