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Unless the context otherwise requires, all terms used in this Form of Acceptance shall bear the same meanings as defined in the accompanying composite offer and response document dated 17 April 2020 (the "Composite Document") jointly issued by Longway Services Group Limited (the "Offeror") and Zhuhai Holdings Investment Group Limited (the "Company").

除文義另有所指外，本接納表格所用所有詞彙與隨附Longway Services Group Limited (「要約人」)及珠海控股投資集團有限公司(「本公司」)所聯合刊發日期為二零二零年四月十七日之綜合要約及回覆文件(「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，請使用本接納及過戶表格。

ZHUHAI HOLDINGS INVESTMENT GROUP LIMITED

珠海控股投資集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 908)

(股份代號：908)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF ZHUHAI HOLDINGS INVESTMENT GROUP LIMITED

珠海控股投資集團有限公司

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

All parts should be completed in full except the section marked as "Do not complete"

除註有「請勿填寫本欄」部分外，每項均須填妥

Hong Kong branch share registrar and transfer office: Tricor Tengis Limited
Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong
香港股份過戶登記分處：卓佳登捷時有限公司
香港皇后大道東183號合和中心54樓

You must insert the total number of Share(s) for which the Offer is accepted. 閣下必須填上接納要約之股份總數。	FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) of HK\$0.10 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 下述「轉讓人」謹此按下列代價，根據本接納表格及綜合文件載列之條款及條件，接納要約並向下述「承讓人」轉讓以下註明轉讓人所持有每股面值0.10港元之股份。		
	Number of Share(s) to be transferred (Note) 將予轉讓股份數目(附註)	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	TRANSFEROR(S) name(s) and address in full 轉讓人全名及詳細地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(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\$1.21 in cash for each Share 每股股份現金1.21港元	
TRANSFEEE 承讓人	Name: 名稱: Longway Services Group Limited Registered address: 登記地址: Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands, VG1110 Occupation: 職業: Corporation 法人團體		

Signed by or for and on behalf of the Transferor(s) in the presence of:
轉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

←
ALL JOINT REGISTERED HOLDERS OF THE SHARES MUST SIGN HERE
所有股份聯名登記持有人均須於本欄簽署

Signature(s) of Transferor(s) or its duly authorised agent(s)/Company chop, if applicable
轉讓人或其正式授權代理簽署/公司印章(如適用)

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

Do not complete 請勿填寫本欄	
Signed by or 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	For and on behalf of 代表 Longway Services Group Limited
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	Signature of the Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署

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 those represented by the share certificate(s) and/or transfer receipts and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for Share(s) tendered for acceptance of the Offer, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar on or before the latest time of acceptance of the Offer for it to be counted towards fulfilling the acceptance condition.

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就接納要約所交回股份之股票及/或過戶收據及/或其他所有權文件(及/或就此所需任何令人信納之彌償保證)所代表數目，則本接納表格將退回予閣下，以供更正及重新遞交。任何經更正之接納表格必須於接納要約之最後時間或之前再行提交並送達登記處，方會獲納作符合接納條件。

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

If you are in 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, a 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 Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

EIS is making the Offer for and on behalf of the Offeror. The making of the Offer to the Offer Shareholders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws and regulations of the relevant jurisdictions. If you are an Overseas Shareholder, you should inform yourself about and observe any 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 the obtaining of any government, exchange control or other consents which may be required or the compliance with other necessary formalities and regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes or other required payments due in respect of such jurisdiction. The Offeror, parties acting in concert with it, the Company, ECF, EIS, the Independent Financial Adviser, the Registrar, and their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any other 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 representation and warranty by you to the Offeror, EIS 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 in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. 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 in all respects. Offer Shareholders are advised to read the Composite Document and when necessary, seek the professional advice before completing this Form of Acceptance. To accept the Offer made by EIS for and on behalf of the Offeror to acquire your Share(s) at a cash price of HK\$1.21 per Share, 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 number of the Shares in respect of which you intend to accept the Offer, by post or by hand, marked "Zhuohai Holdings Investment Group Limited — Offer" to the Registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong no later than 4:00 p.m. on Friday, 8 May 2020 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 which you should consider.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror and EIS

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by EIS for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or EIS or any of their respective agent(s) 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 surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any 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) and subject to the terms and conditions of the Offer, as if it was/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 EIS or 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 (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 Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within seven (7) Business Days following the date of which the duly completed and signed Form of Acceptance and the relevant documents of title in respect of such acceptances are received by the Offeror or its agent acting on behalf of it 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 shareholder 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 and/or EIS and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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 Shares 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 the Offeror and/or EIS and/or such person or persons as any of them may direct to complete, amend and execute any document on behalf of the person accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror and/or such person or persons as it may direct the Shares, in respect of which such persons has/have accepted the Offer;
 - (f) my/our appointment of the Offeror and/or EIS as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Offer is made and thereafter be irrevocable;
 - (g) 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 liens, charges, encumbrances, rights of pre-emption and any third party rights of any nature 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 the Composite Document; and
 - (h) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or EIS and/or the Company and/or any of 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 representation and warranty by me/us to the Offeror, EIS 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 liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching or accruing thereto, including the right to receive in full all dividends and other distributions, if any, recommended, declared, made or paid by reference to a record date on or after the date on which the Offer is made, that is, 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, EIS, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, 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. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Share(s) 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 Share(s) to the Offeror absolutely by way of acceptance of the Offer under the name of the Offeror or its nominee.
4. 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 any 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 named 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: When 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 EIS or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such share certificate(s) in lieu of the transfer receipt(s).
5. I/We warrant and represent to the Offeror, EIS 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 the Company in connection with my/our acceptance of the Offer, and any revision thereof; including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
6. I/We warrant and represent to the Offeror, EIS and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable 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.
7. 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 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.
8. 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.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and EIS and the Company (so as to bind my/our successors and assignee) that in respect of the Shares which are accepted under the Offer, 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 Shares into certificated form) to the attention of the Offeror at the Registrar at Level 54, 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 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 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, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

PERSONAL DATA

Personal Information Collection Statement

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, EIS and the Registrar in relation to personal data and 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 is important that you inform the Offeror, EIS and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this Form of Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing of 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 relevant register of members;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and the Registrar;
- compiling statistical information and shareholder profiles;
- 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 or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or EIS and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by 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 EIS 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, EIS, any of their agent(s), the Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or EIS and/or the Registrar, in connection with the operation of its 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 bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror and/or EIS and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror, EIS and the Registrar will keep the personal data provided in this form 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, EIS 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 EIS and/or the Registrar have the right to charge a reasonable fee for the processing of any data access requests. 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, EIS 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

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關要約人、安信國際證券及登記處有關個人資料及該條例之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之股份接納要約，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。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約人、安信國際證券及/或登記處。

2. 用途

閣下於本接納表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 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；
- 登記以閣下名義之股份轉讓；
- 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；
- 確定閣下根據要約有權取得之配額；
- 發佈要約人及/或其附屬公司或代理(例如其財務顧問及登記處)所發出之通訊；
- 編製統計資料及股東資料；
- 按法例、規則或規例(無論法定或其他)之規定作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人或登記處業務之任何其他用途；及
- 有關上文所述及/或以便要約人及/或安信國際證券及/或登記處履行彼等對股東及/或監管機構之責任之任何其他附帶或關連用途以及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將作為機密資料妥當保存，惟要約人及/或安信國際證券及/或登記處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或境外)該等個人資料：

- 要約人、安信國際證券、其任何代理、登記處及海外股份過戶登記總處(如有)；
- 向要約人及/或安信國際證券及/或登記處就其業務經營提供行政、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；
- 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，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約人及/或安信國際證券及/或登記處於有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

要約人、安信國際證券及登記處將按收集個人資料所需用途保留本表格所收集之個人資料。不再需要保留之個人資料將會根據該條例銷毀或處理。

5. 存取及更正個人資料

根據該條例之規定，閣下有權確認要約人、安信國際證券及/或登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約人及/或安信國際證券及/或登記處有權就處理任何存取資料之請求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例之資料以及所持資料類別之所有請求，須提交要約人、安信國際證券或登記處(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。