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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the composite offer and response document dated 17 July 2009 (the "Composite Document") issued jointly by United Technologies Far East Limited and GST Holdings Limited.
 除文義另有所指外，本表格所用詞語之定義與United Technologies Far East Limited 及海灣控股有限公司聯合刊發日期為2009年7月17日之綜合收購建議及回應文件(「綜合文件」)所界定者具有相同涵義。

WHITE FORM OF ACCEPTANCE AND TRANSFER – FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.
 本接納及過戶白色表格在 閣下欲接納股份收購建議時適用。



海灣控股有限公司
GST HOLDINGS LIMITED
(Incorporated in the Cayman Islands with limited liability)
 (於開曼群島註冊成立之有限公司)
 (Stock Code: 00416)
 (股份代號: 00416)

**WHITE FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF
 HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF
 GST HOLDINGS LIMITED**
**海灣控股有限公司已發行股本中
 每股面值0.10港元之股份之接納及過戶白色表格**
All parts should be completed 每項均須填妥

Receiving Agent
 收款代理
 Computershare
 Hong Kong Investor
 Services Limited,
 Shops 1712-1716,
 17th Floor,
 Hopewell Centre,
 183 Queen's Road East,
 Wanchai,
 Hong Kong
 香港中央證券
 登記有限公司
 香港灣仔皇后
 大道東183號
 合和中心17樓
 1712-1716室

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the GST Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 根據本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，將以下註明由轉讓人持有之海灣控股股份轉讓予下列「承讓人」。		
Number of GST Shares(s) ^(Note) 海灣控股股份數目 ^(附註)	FIGURE 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) 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\$3.38 in cash for each GST Share 每股海灣控股股份現金3.38港元	
TRANSFEREE 承讓人	Name 名稱: Registered Office 註冊辦事處:	United Technologies Far East Limited 5001, 50th Floor, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong 香港 灣仔港灣道18號 中環廣場50樓 5001室 Corporation 法人團體
	Occupation 職業:	
SIGNED by the parties to this transfer, this _____ day of _____, 2009 由轉讓雙方於2009年_____月_____日簽署		

PLEASE
DO NOT
DATE
請勿填寫日期

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 地址

Occupation 職業

← ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名登記持有人
必須簽署

Signature(s) of Transferor(s)
轉讓人簽署

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 United Technologies Far East 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	Authorised Signatory(ies) 授權簽署人
	Signature(s) of Transferee 承讓人簽署

Note: Insert the total number of GST Shares for which the Share Offer is accepted.
 附註: 請填上接納股份收購建議之海灣控股股份總數。

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form of acceptance and transfer 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 shares in GST Holdings Limited, 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 or the 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).

The making of the Share Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about or obtain appropriate legal advice regarding the implications of the Share Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Share Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due in respect of such jurisdiction.

HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document. The defined terms under the section "Definitions" in and the provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Share Offer made by UBS AG on behalf of UTFE, you should duly complete and sign this form of acceptance and transfer and forward this 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) in respect of the GST Shares which is/are in your name which you intend to accept the Share Offer, by post or by hand, marked "GST Share Offer" on the envelope, to the Receiving Agent, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Receiving Agent no later than 4:00 p.m. on 7 August 2009 (or such later time and/or date as UTFE may determine and announce with the consent of the Executive).

WHITE FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: UTFE and UBS AG

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
 - (a) my/our irrevocable acceptance of the Share Offer made by UBS AG on behalf of UTFE, 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 GST Shares specified in this form of acceptance and transfer;
 - (b) my/our irrevocable instruction and authority to UTFE, UBS AG, the Receiving Agent and/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 Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share 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 GST Shareholders) at the registered address shown in the register of members of GST:
(Insert name and address of the person to whom the cheque is to be sent if different from the registered GST Shareholder or the first-named of joint registered GST Shareholders.)
Name: (in block capitals) _____
Address: (in block capitals) _____
 - (c) my/our irrevocable instruction and authority to UTFE, UBS AG or such person or persons as they 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 GST Share(s) to be sold by me/us under the Share 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 UTFE, UBS AG or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this form of acceptance and transfer and to do any other act that may be necessary or expedient for the purpose of vesting in UTFE or such person or persons as it may direct my/our GST Share(s) tendered for acceptance of the Share 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 GST Share(s) tendered for acceptance under the Share Offer to UTFE or such person or persons as it may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Joint Announcement or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by UTFE, UBS AG or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;
 - (g) my/our irrevocable instruction and authority to UTFE, UBS AG or their respective agent(s) to collect from GST or the Receiving Agent on my/our behalf the share certificate(s) in respect of the GST 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 Receiving Agent and to authorise and instruct the Receiving Agent to hold such share certificate(s) subject to the terms and conditions of the Share Offer as if it/they were share certificate(s) delivered to the Receiving Agent together with this form of acceptance and transfer; and
 - (h) my/our appointment of UTFE and/or UBS AG as my/our attorney in respect of all the GST Share(s) to which this form of acceptance and transfer relates, such power of attorney to take effect from the date and time on which the Share Offer becomes unconditional in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the Share Offer by me/us will constitute a warranty by me/us to UTFE and UBS AG that (i) the number of GST Share(s) specified in this form of acceptance and transfer will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Joint Announcement or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, paid or made on or after the date of the Joint Announcement; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary regulatory formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in GST, UTFE, UBS AG or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Share 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 Share 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 paragraph 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 GST Shareholders) at the registered address shown in the register of members of GST.
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 UTFE, UBS AG or their respective agent(s) from the Receiving Agent 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 GST Share(s) which are to be held by you on the terms and conditions of the Share 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 at my/our own risk.
5. I/We warrant that I/we are the registered holder(s) of the number of GST 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 such GST Shares to UTFE by way of acceptance of the Share Offer.
6. I/We warrant to UTFE and UBS AG that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of GST in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with necessary formalities, regulatory or legal requirements.
7. I/We warrant to UTFE and UBS AG that I/we shall be fully responsible for payment of any transfer or cancellation or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of GST in connection with my/our acceptance of the Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this form of acceptance and transfer, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our GST Shares sold to UTFE by way of the Share Offer will be registered under the name of UTFE or its nominee.
10. I/We irrevocably undertake, represent, warrant and agree to and with UTFE and UBS AG (so as to bind my/our successors and assigns) that in respect of the GST Shares which are accepted or deemed to have been accepted under the Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of UTFE or as it may direct, to give:
 - (a) an authority to GST 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 GST Shareholder (including any relevant share certificate(s) and/or any other document(s) of title issued as a result of conversion of such GST Shares into certificated form) to UTFE at 5001, 50th Floor, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong;
 - (b) an irrevocable authority to UTFE and/or its agents from me/us to sign any consent to short notice of any general meeting of GST on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such GST Shares appointing any person nominated by UTFE to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such GST Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of UTFE; and
 - (c) my/our agreement not to exercise any of such rights without the consent of UTFE 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 UTFE or its nominee or appointee, for or to attend or to vote at the general meeting of GST, I/we hereby expressly revoke such appointment.
11. UTFE reserves the right to treat as valid any acceptance of the Share Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), but, in such cases, the consideration due will not be despatched until the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof) has/have been received by the Receiving Agent. However, such acceptances will not be counted towards fulfilling the acceptance condition unless Rule 30.2 of the Takeovers Code has been fully complied with.

本接納及過戶表格乃重要文件，請即處理。閣下如對本接納及過戶表格之任何內容或應採取之行動有任何疑問，應諮詢閣下之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。

閣下如已將名下之海灣控股有限公司股份全部售出或轉讓，應立即將本接納及過戶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或持牌證券交易商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

向居住於香港以外司法權區之若干人士提出股份收購建議可能會受有關司法權區之法例影響。倘閣下為香港以外司法權區之市民或居民或國民，應記緊就股份收購建議於有關司法權區之限制自行尋求適當之法律意見，並遵守任何適用監管或法律規定。閣下如欲接納股份收購建議，須自行負責就此全面遵守有關司法權區之法例，包括取得任何可能規定之政府、外匯管制或其他同意，或遵守其他必要手續、監管或法律規定，及支付於有關司法權區應付之任何轉讓稅、註銷稅或其他稅項。

本表格填寫方法

本接納及過戶表格應與綜合文件一併閱覽。綜合文件的「釋義」部份所界定的詞彙及附錄一之條文納入並構成成本接納及過戶表格之一部分。

閣下如欲接納瑞銀代表UTFE提出之股份收購建議，應填妥及簽署本接納及過戶表格，連同閣下欲就名下之海灣控股股份接納股份收購建議之股份數目之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需並令人信納之任何彌償保證)，以郵遞方式或由專人盡快送交收款代理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室，信封面請註明「海灣控股股份收購建議」，惟無論如何不得遲於2009年8月7日下午四時正(或UTFE獲執行人員同意而可能決定及公佈之較後時間及/或日期)送達收款代理。

股份收購建議之接納及過戶白色表格

致： UTFE及瑞銀

1. 本人/吾等一經簽署本接納及過戶表格(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接納及過戶表格所述代價按照並遵守當中所列條款及條件，就本接納及過戶表格所註明之海灣控股股份數目不可撤回地接納綜合文件所載由瑞銀代表UTFE提出之股份收購建議；
- (b) 本人/吾等不可撤回地指示及授權UTFE、瑞銀、收款代理及/或彼等各自之代理人，就本人/吾等根據股份收購建議之條款應得之現金代價(扣除本人/吾等就本人/吾等接納股份收購建議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，按以下地址以平郵方式寄予以下人士，或如無於下欄填上姓名及地址，則按海灣控股股東名冊所示登記地址以平郵方式寄予本人或吾等當中所列首位者(如屬聯名登記海灣控股股東)，郵誤風險概由本人/吾等承擔；
(倘收取支票之人士並非登記海灣控股股東或名列首位之聯名登記海灣控股股東，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UTFE、瑞銀或彼等可能就此指定之有關人士，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/吾等作為根據股份收購建議出售海灣控股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過戶表格背書證明；
- (d) 本人/吾等不可撤回地指示及授權UTFE、瑞銀或彼等可能指定之有關人士，代表本人/吾等填妥、修訂及簽署任何之文件，包括但不限於在本接納及過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，並於本接納及過戶表格填上、刪去、修改或替換承讓人以及辦理任何其他必需或權宜之手續，將本人/吾等提交接納股份收購建議之海灣控股股份轉歸UTFE或其可能指定之有關人士所有；
- (e) 本人/吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以將本人/吾等根據股份收購建議提交接納之海灣控股股份轉歸UTFE或其可能指定之有關人士，該等股份不附帶一切任何性質之第三方權利、留置權、押記、衡平權、不利權益及產權負擔，並連同於聯合公告之日期附帶之一切權利(包括收取於聯合公告之日期或之後宣派、作出或派付之一切股息(不論末期或中期)及其他分派(如有)之權利)；
- (f) 本人/吾等同意追認UTFE、瑞銀或彼等各自之代理或彼/彼等可能指定之有關人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；
- (g) 本人/吾等不可撤回地指示及授權UTFE、瑞銀或彼等各自之代理，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(如有)(及/或任何就此所需並令人信納之彌償保證)，憑此向海灣控股或收款代理領取本人/吾等就海灣控股股份應獲發之股票，並將有關股票送交收款代理，且授權及指示收款代理根據股份收購建議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過戶表格一併送交收款代理論；及
- (h) 本人/吾等委任UTFE及/或瑞銀為本人/吾等就本接納及過戶表格有關之全部海灣控股股份之委任代理人，該授權書於股份收購建議在所有方面成為無條件之日期及時間起生效，並隨後不得撤回。

2. 本人/吾等明白本人/吾等接納股份收購建議，將被視為構成本人/吾等向UTFE及瑞銀保證(i)本接納及過戶表格所註明海灣控股股份數目將在不附帶一切任何性質之第三方權利、留置權、押記、衡平權、不利權益及產權負擔，並連同於聯合公告之日期附帶之一切權利(包括收取於聯合公告之日期或之後宣派、派付或作出之一切股息(不論末期或中期)及其他分派(如有)之權利)下出售；及(ii)倘本人/吾等之註冊地址位於香港以外之司法權區，本人/吾等已全面遵守所有有關司法權區之法例，取得所有所需之政府、外匯管制或其他同意，遵守所有必要監管手續或法律規定，及已支付任何人士應付之任何轉讓或其他稅項，則本人/吾等並無採取或不採取任何行動而將或可能致使海灣控股、UTFE、瑞銀或任何其他人士違反任何司法權區與股份收購建議或本人/吾等接納有關之法律或監管規定，且本人/吾等根據所有適用法例獲准收取及接納股份收購建議(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. 倘按股份收購建議之條款本人/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/吾等授權並要求閣下將本人/吾等之股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之彌償保證)連同已正式註銷之本接納及過戶表格以平郵方式一併寄予上文第1(b)段所列之人士及地址，或如未有列明姓名及地址，則按海灣控股股東名冊所示登記地址寄予本人或吾等當中所列首位者(如為聯名登記海灣控股股東)，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UTFE、瑞銀或彼等各自之代理已代表閣下從收款代理領取有關股票，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份海灣控股股份之相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之任何彌償保證)，由閣下按股份收購建議之條款及條件予以保存。本人/吾等明白任何交回之接納及過戶表格、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/吾等亦了解寄發所有文件之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，本人/吾等為本接納及過戶表格所列數目之海灣控股股份之登記持有人，而本人/吾等有十足權利、權力及授權以接納股份收購建議之方式，向UTFE出售及移交本人/吾等持有之該等海灣控股股份之所有權及擁有權。

6. 本人/吾等向UTFE及瑞銀保證，本人/吾等已遵守在海灣控股股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納股份收購建議方面之法例，包括獲得任何所需之政府、外匯管制或其他同意，及辦理必須之手續、監管或遵守法律規定。

7. 本人/吾等向UTFE及瑞銀保證，本人/吾等須就支付在海灣控股股東名冊上所述本人/吾等地址所在相關司法權區關於本人/吾等接納股份收購建議方面應付之任何轉讓稅、註銷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過戶表格明文規定外，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/吾等以股份收購建議之方式向UTFE出售之海灣控股股份將以UTFE或其代名人義登記。

10. 本人/吾等謹此向UTFE及瑞銀不可撤回地承諾、聲明、保證及同意(本人/吾等之繼承人及承讓人亦受此約束)根據股份收購建議就被接納或已被視為接納之海灣控股股份、接納尚未被有效撤回之海灣控股股份，以及尚未登記於UTFE或其指定人士名下之海灣控股股份，作出以下各項：

- (a) 本人/吾等授權海灣控股及/或其代理人，將可能須向本人/吾等(作為海灣控股股東)寄發之任何通告、通函、保證書或其他文件或通訊(包括因該等股份轉讓為證書形式而簽發之任何有關股票及/或其他所有權文件)寄予UTFE，地址為香港灣仔港灣道18號中環廣場50樓5001室；
- (b) 不可撤回地授權UTFE及/或其代理人代表本人/吾等簽署任何在短時間內召開任何海灣控股股東大會之同意書及/或就該等海灣控股股份簽立代表委任表格以委任由UTFE提名之任何人士出席有關股東大會(或其任何續會)及代表本人/吾等行使該等海灣控股股份附帶之投票權，而上述投票將以UTFE全權決定之方式進行；及
- (c) 在未獲得UTFE同意前本人/吾等不得行使任何有關權利之協議，本人/吾等亦作出不可撤回承諾，不得委任代表或出席任何有關股東大會。在上述規限下，倘若本人/吾等先前已委任一名除UTFE或其代名人或獲委任人士以外之代表，以出席海灣控股股東大會或在會上投票，本人/吾等謹此表明撤回有關委任。

11. UTFE保留視任何尚未填妥或無隨附有關股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之彌償保證)之股份收購建議之接納為有效之權利，惟在該等情況下，應付之代價將不會寄發，直至收款代理已收到有關股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之彌償保證)為止。然而，除非已完全遵守收購守則第30.2條的規定，否則於計算是否已達成接納條件時有關接納不會計算在內。

PERSONAL DATA

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of UTFE, UBS AG and the Receiving Agent in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

To accept the Share Offer for your GST Shares, 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 UTFE, UBS AG and/or the Receiving Agent immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this form 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 GST Share(s) out of your name;
- maintaining or updating the relevant register of holders of the GST Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Share Offer;
- distributing communication from UTFE, UBS AG and/or their respective agents, such as the Receiving Agent;
- 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 UTFE, UBS AG and/or the Receiving Agent; and

- any other incidental or associated purposes relating to the above and/or to enable UTFE, UBS AG and/or the Receiving Agent to discharge their obligations to the GST Shareholders and/or regulators and any other purpose to which the GST Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but UTFE, UBS AG and the Receiving Agent 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:

- UTFE's advisers and/or agent(s), such as financial advisers, legal advisers and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to UTFE, UBS AG and/or the Receiving Agent in connection with the operation of its business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom UTFE, UBS AG and/or the Receiving Agent consider(s) to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether UTFE, UBS AG and/or the Receiving Agent holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect.

In accordance with the Privacy Ordinance, UTFE, UBS AG and/or the Receiving Agent 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 UTFE, UBS AG and/or the Receiving Agent (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

香港法例第486章個人資料(私隱)條例(「私隱條例」)的主要條文於一九九六年十二月二十日生效。本收集個人資料聲明旨在知會閣下有關於UTFE, 瑞銀及收款代理關於個人資料及私隱條例的政策及慣例。

1. 收集閣下個人資料的原因

如欲就閣下之海灣控股股份接納股份收購建議, 閣下須提供所需的個人資料, 倘閣下未能提供所需資料, 則可能導致閣下的接納申請被拒或受到延誤。倘所提供之資料有任何錯處, 務請閣下立即知會UTFE, 瑞銀及/或收款代理。

2. 用途

閣下於本表格提供的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:

- 處理閣下的接納申請及核實或遵循本接納及過戶表格及綜合文件載列的條款及申請程序;
- 登記以閣下名義的海灣控股股份轉讓;
- 保存或更新有關海灣控股股份的股東名冊;
- 核實或協助核實簽名, 以及進行任何其他資料核實或交換;
- 確定閣下根據股份收購建議有權取得的配額;
- 自UTFE、瑞銀及/或彼等各自的代理人(如收款代理)發佈通訊;
- 編製統計資料及股東資料;
- 按法例、規則或規定(無論法定或其他規定)作出披露;
- 披露有關資料以便索償或享有配額;
- 有關UTFE、瑞銀及/或收款代理業務的任何其他用途; 及

3. 轉交個人資料

本表格提供的個人資料將作為機密資料妥當保存, 惟UTFE、瑞銀及收款代理為達致上述或有關任何上述的用途, 可能作出彼等認為必需的查詢, 以確認個人資料的準確性, 尤其可能披露、獲取、轉交(無論在香港或香港以外地區)該等個人資料予下列任何及所有個人及實體, 或自下列任何及所有個人及實體披露、獲取、轉交(無論在香港或香港以外地區)該等個人資料:

- UTFE顧問及/或代理, 如財務顧問、法律顧問及收款代理;
- 為UTFE、瑞銀及/或收款代理的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商;
- 聯交所、證監會及任何其他監管或政府機構;
- 與閣下進行交易或建議進行交易的任何其他人士或機構, 如閣下的銀行、律師、會計師、持牌證券交易商或註冊證券機構; 及
- UTFE、瑞銀及/或收款代理認為必需或適當情況下的任何其他人士或機構。

4. 獲取及更正個人資料

根據私隱條例的規定, 閣下可確認UTFE、瑞銀及/或收款代理是否持有閣下的個人資料, 並獲取該資料副本, 以及更正任何錯誤資料。

依據私隱條例的規定, UTFE、瑞銀及/或收款代理可就獲取任何數據的請求收取合理的手續費。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的資料的所有請求, 須提交予UTFE、瑞銀及/或收款代理(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款