

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this form, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本表格內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本表格全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

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

本接納及註銷表格在閣下欲接納購股權收購建議時適用。

All words and expressions defined in the offer document dated 25 August 2010 (the "Offer Document") issued by MAXX Capital International Limited shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Offer Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與MAXX Capital International Limited於二零一零年八月二十五日發出之收購建議文件（「收購建議文件」）所界定者具相同涵義。收購建議文件附錄一之條文，已收錄及成為本表格之一部分。



FINET GROUP LIMITED

財華社集團有限公司

(Incorporated in Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 08317)

(股份代號: 08317)

FORM OF ACCEPTANCE AND CANCELLATION OF OPTION(S) OF FINET GROUP LIMITED

**財華社集團有限公司
購股權之接納及註銷表格**

To be completed in full 每項均須填寫

The Offeror

Unit C, 11/F., Bank of East Asia Harbour View Centre,
56 Gloucester Road, Wanchai, Hong Kong

收購人

香港灣仔告士打道56號

東亞銀行港灣中心11樓C室

FOR THE CONSIDERATION stated below the "Optionholder(s)" named below does/do hereby agrees to accept the Option Offer and to cancel the number of outstanding Option(s) held by the Optionholder(s) specified below subject to the terms and conditions contained herein and in the Offer Document.
下述「購股權持有人」謹此同意按下列代價，根據收購建議文件載列之條款及條件，接納購股權要約並註銷以下註明其持有之尚未行使購股權數目。

You must insert the total number of Options for which the Option Offer is accepted.

閣下必須填上接納購股權收購建議之購股權總數。

Number of Options (Note) 購股權數目(附註)	FIGURES 數目	WORDS 大寫
Option certificate number(s) 購股權證書號碼		
OPTIONHOLDER(S) name(s) and address(es) in full 購股權持有人全名及地址 (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\$0.0001 in cash for each Option 每份購股權現金0.0001港元	

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

購股權持有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

Signature(s) of Optionholder(s)
Company chop, if applicable
購股權持有人簽署/公司印鑑(如適用)

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

Note: Insert the total number of Options for which the Option Offer is accepted. If no number is inserted or a number in excess of your registered holding of Options is inserted on this form of acceptance and cancellation and you have signed this form, you will be deemed to have accepted the Option Offer for your entire registered holding of Options. However, such acceptances will not be counted towards fulfilling the acceptance conditions unless R30.2 of the Takeovers Code has been fully complied with.

附註: 請填上接納購股權收購建議之購股權總數。倘無填寫數目或所填數目超過閣下登記持有之購股權數目而閣下已簽署本接納及註銷表格，則閣下將被視為已就名下持有之全部購股權接納購股權收購建議。然而，除非已完全遵守收購守則規則30.2，否則其接納將不會看作符合接納條件。

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 and Pacific Foundation in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Option Offer for your Option(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 and/or Pacific Foundation immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this form 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 and the Offer Document;
- registering cancellation of the Option(s) out of your name;
- maintaining or updating the relevant register of holders of the Option(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Option Offer;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser;
- compiling statistical information and Optionholder 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; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Pacific Foundation to discharge their obligations to the Optionholders and/or

regulators and other purpose to which the Optionholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or Pacific Foundation 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, its subsidiaries and/or agent(s), such as its financial adviser;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Pacific Foundation, 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 or Pacific Foundation considers 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 or Pacific Foundation 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 Pacific Foundation 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 or Pacific Foundation (as the case may be).

BY SIGNING THIS FORM, 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收購人及太平基業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

如閣下就本身之購股權接納購股權收購建議，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，閣下務須立刻通知收購人及／或太平基業。

2. 用途

閣下於本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表格及收購建議文件載列之條款及申請手續；
- 登記以閣下名義註銷購股權；
- 保存或更新有關購股權持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據購股權收購建議有權取得的配額；
- 自收購人及／或其附屬公司或代理(例如財務顧問)收取通信；
- 編製統計資料及購股權持有人簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關收購人業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及／或以便收購人及／

或太平基業履行彼等對購股權持有人及／或監管機構的責任及購股權持有人不時同意或獲悉之其他用途。

3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟收購人及／或太平基業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(無論在香港境內外)該等個人資料：

- 收購人、其附屬公司及／或代理，例如其財務顧問；
- 向收購人及／或太平基業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
- 收購人或太平基業認為必需或適當情況下之任何其他人士或機構。

4. 存取及更正個人資料

根據該條例之規定，閣下可確認收購人或太平基業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，收購人及太平基業可就獲取任何資料之要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別之所有要求，須提交收購人或太平基業(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form or as to the action to be taken, you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

The making of the Option Offer to the overseas Optionholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Optionholders should obtain appropriate legal advice on, inform themselves about and observe any applicable legal requirements. It is the responsibility of each overseas Optionholders who wishes to accept the Option Offer to satisfy himself, herself or itself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including but not limited to 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, regulatory and/or legal requirements. Overseas Optionholders will also be fully responsible for the payment of any taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, Pacific Foundation, and all persons involved in the Option Offer shall be entitled to be fully indemnified and held harmless by the overseas Optionholders for any taxes as they may be required to pay. Acceptance of the Option Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the Option Offer.

HOW TO COMPLETE THIS FORM

Optionholders are advised to read this form in conjunction with the Offer Document before completing this form. To accept the Option Offer made by **Pacific Foundation on behalf of the Offeror to acquire your Options at a cash price of HK\$0.0001 per Option**, you should complete and sign this form overleaf and forward this form, together with the relevant Option certificate(s) (the "Option certificate(s)") and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Options in respect of which you wish to accept the Option Offer, by post or by hand, **to the Offeror at Unit C, 11/F., Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong, marked "Finet Group Limited — Option Offer" on the envelope, as soon as possible and in any event so as to reach the Offeror at the aforesaid address by no later than 4:00 p.m. on 22 September 2010 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce with the consent of the Executive.**

FORM OF ACCEPTANCE AND CANCELLATION IN RESPECT OF THE OPTION OFFER

To: The Offeror and Pacific Foundation

1. My/Our execution of this form overleaf (whether or not such form is dated) shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Option Offer made by Pacific Foundation on behalf of the Offeror, as contained in the Offer Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Options specified in this form;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Pacific Foundation and/or any of their respective agent(s) to collect from Finet or the Offeror on my/our behalf the Option certificate(s) in respect of the Options due to be issued to me/us, which has/have been duly signed by me/us and to deliver the same to the Offeror and to authorise and instruct the Offeror to hold such Option certificate(s) and subject to the terms and conditions of the Option Offer, as if it was/they were Option certificate(s) delivered to them together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Pacific Foundation 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 Option 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 Optionholders) at the registered address shown in the register of members of Finet within 10 days of the date on which all the relevant documents are received by the Offeror to tender such acceptance complete and valid;
(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Optionholder or the first-named of joint registered Optionholders.)
Name: (in block capitals).....
Address: (in block capitals).....
- (d) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Pacific Foundation or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Option Offer by me/us will be deemed to constitute a warranty by me/us that all Options surrendered by me/us under the Option Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances whatsoever and together with all rights (attaching or accruing thereto, including without limitation) the right to receive all dividends and distributions declared, made or paid, if any, on or after the date of despatch of the Offer Document.
3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Options specified in this form and I/we have the full right, power and authority to surrender the title and ownership of my/our Options absolutely by way of acceptance of the Option Offer.
4. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option 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 Option certificate(s), and/or any other document(s) of title (and/or any 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 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 Optionholders) at the registered address shown in the register or branch register of members of Finet.
5. I/We warrant to the Offeror, Pacific Foundation and Finet that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Finet in connection with my/our acceptance of the Option Offer, 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 enclose the relevant Option certificate(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 Options which are to be held by you on the terms and conditions of the Option Offer. I/We understand that no acknowledgement of receipt of any form of acceptance and cancellation, Option certificate(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.
7. I/We acknowledge that, save as expressly provided in the Offer Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.

本表格乃重要文件，請即處理。如閣下對本表格任何方面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、證券註冊機構、銀行經理、律師、專業會計師或其他專業顧問。

向境外購股權持有人提出購股權收購建議或會受有關司法權區之法例影響。境外購股權持有人應取得適當的法律意見，自行瞭解並遵守任何適用法例規定。欲接納購股權收購建議的各境外購股權持有人有責任完全遵守所有司法權區之法例，包括但不限於取得任何可能必要之政府、外匯管制或其他同意及任何登記或存檔或辦理所有必要之正式手續，以及規例及／或法例規定。境外購股權持有人亦須全面負責支付任何人士於所有司法權區任何轉讓費或其他施加之稅項及徵費，而收購人、太平基業及任何涉及購股權收購建議之人士均有權獲悉數賠償及毋須就境外購股權持有人可能須付之任何稅項承擔任何責任。閣下接納購股權收購建議，即被視作表示閣下保證閣下根據所有適用法例可收取及接納購股權收購建議(包括任何有關修訂)，而有關接納根據所有適用法例為有效及具約束力。閣下決定是否接納購股權收購建議應諮詢專業意見。

本表格填寫方法

購股權持有人務請先閱讀本表格及收購建議文件後始填寫本表格。如欲接納太平基業代表收購人以現金每份購股權0.0001港元之價格收購閣下所持購股權提出之購股權收購建議，閣下應填妥及簽署背頁之表格，然後將整份表格並連同不少於閣下有意接納購股權收購建議之購股權數目之有關購股權證書(「購股權證書」)及／或任何其他所有權文件(及／或就此所需任何滿意彌償保證)，盡快郵寄或親自交回香港灣仔告士打道56號東亞銀行港灣中心11樓C室，信封註明「財華社集團有限公司—購股權收購建議」，惟無論如何不得遲於二零二零年九月二十二日下午四時正(香港時間)前(或收購人可能決定及公佈並獲執行人員批准之較後時間及／或日期)交回收購人。

購股權收購建議之接納及註銷表格

致：收購人及太平基業

1. 本人／吾等一經簽署背頁之本表格(無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／吾等就本表格上所註明數目之購股權，按及受制於收購建議文件及本表格所載代價與有關條款及條件，接納由太平基業代表收購人提出之購股權收購建議文件所述購股權收購建議；
- (b) 本人／吾等不可撤回地指示及授權收購人及／或太平基業及／或其各自之代理，憑此向財華社領取本人／吾等就購股權應獲發之購股權證書，並將有關購股權證書送交收購人，且授權及指示收購人依照及根據購股權收購建議之條款及條件持有該等購股權證書，猶如該等購股權證書已連同本表格一併交回收購人論；
- (c) 本人／吾等不可撤回地指示及授權收購人及／或太平基業或彼等各自之代理，就本人／吾等根據購股權收購建議之條款應得之現金代價，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，然後於收購人收到所有有關文件並鑑定接納表格已填妥及有效之日起計10日內以平郵方式按以下地址寄予以下人士，或如無填上姓名及地址，則按財華社之購股權持有人名冊所示登記地址，寄予本人或吾等當中所列首位者(如屬聯名登記購股權持有人)，惟郵誤風險概由本人／吾等自行承擔；

(附註：如收取支票之人士並非登記購股權持有人或名列首位之聯名登記購股權持有人，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)

- (d) 本人／吾等同意追認收購人或太平基業或其任何代理或可能指定之人士，各自行使本表格所載任何授權時所作出或進行之任何行動或事宜。
2. 本人／吾等明白，本人／吾等接納購股權收購建議將被視為表示本人／吾等保證本人／吾等根據購股權收購建議交回之購股權不附有任何第三方權利、留置權、抵押、衡平權、選擇權、申索、不利權益及任何形式之產權負擔以及該等購股權所附帶或累計之一切權利，包括但不限於在收購建議文件寄發日期或之後就購股權宣派、作出或派付之所有股息及分派(如有)之權利。
3. 本人／吾等謹此向閣下保證及聲明，本人／吾等為本表格所列明購股權之登記持有人，而本人／吾等絕對擁有全部權利、權力及權限，藉接納購股權收購建議之方式向收購人交回本人／吾等所持購股權之所有權及擁有權。
4. 倘根據購股權收購建議之條款，本人／吾等之接納無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求閣下將本人／吾等之購股權證書及／或任何其他所有權文件(及／或就此所需任何滿意彌償保證)，連同已正式註銷之本表格以平郵方式一併寄回上述第1(c)段所指人士或，如姓名及地址欄內空白，則按財華社購股權持有人名冊分冊所示登記地址寄回本人或吾等當中所列首位者(如屬聯名登記購股權持有人)，惟郵誤風險概由本人／吾等自行承擔。
5. 本人／吾等向收購人、太平基業及財華社保證，本人／吾等符合本人／吾等於財華社購股權持有人名冊所列地址所處司法權區內有關本人／吾等接納購股權收購建議之法律規定，包括取得符合所有必要條文或法規所規定之一切政府、外匯管制或其他同意及任何註冊或存檔。
6. 本人／吾等茲附上本人／吾等所持全部／部分購股權之有關購股權證書及／或任何其他所有權文件(及／或就此所需任何滿意彌償保證)，由閣下依照及根據購股權收購建議之條款及條件予以保存。本人／吾等明白將不會就任何接納及註銷表格、購股權證書及／或任何其他所有權文件(及／或就此所需任何滿意彌償保證)獲發收據。本人／吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人／吾等承擔。
7. 本人／吾等確認，除收購建議文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回。