Hong Kong Exchange and Cleaning Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Acceptance, 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

具有相向凋載。 FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER. 本接納及轉讓表格在 關下欲接納要約時適用。



GLOBAL LINK COMMUNICATIONS HOLDINGS LIMITED

國聯通信控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)
(Stock Code: 8060) (股份代號:8060)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF GLOBAL LINK COMMUNICATIONS HOLDINGS LIMITED

國聯通信控股有限公司 已發行股本中 每股面值0.01港元之普通股之接納及轉讓表格

This form must be completed in full 本表格每項均須填寫

Hong Kong Branch share registrar and transfer office 香港股份過戶登記分處

香港中央證券登記有限公司

Computershare Hong Kong Investor Services Limited Shop 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

ALL JOINT

香港灣仔皇后大道東183號合和中心17樓1712至1716號舖

FOR THE CONSIDERATION stated below, the Transferor(s) named below 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. 根據本接納及轉讓表格及隨附的綜合文件所載條款及條件,下列轉讓人現按下列代價,將以下註明之股份轉讓予下列承讓人。

Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(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	Family name(s) or company name(s): 姓氏或公司名稱:		Forename(s): 名字:
機関人 を名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Registered address: 發記地址:		
			Telephone number: 電話號碼:
CONSIDERATION 代價	HK\$0.08 in cash for each Offer Share 每股要約股份現金0.08港元		
TRANSFEREE 承讓人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	Honor Crest Holdings Limited Room 3809-3810 Hong Kong Plaza, 188 Connaught Road West, Hong Kong 香港干諾達西188號香港商業中心3809至3810室 Corporation 法人團體	

Signed by or 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		\	REGISTERED HOLDERS MUST SIGN HERE 所有聯名 登記持有人 均須於本欄
NAME OF WITNESS 見證人姓名	Signature(s) of Transferor(s)/Company chop if applicable 轉讓人簽署/公司印鑑(倘適用)		個別簽署
Address 地址			
Occupation 職業	Date of submission of this Form of Acceptance 提交本接納表格之日期		

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions as set out herein and in the Composite Document, and that the signing and submission of this Form of Acceptance by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transfere on the date of transfer stated below.

署名股東謹此確認要約受本接納表格及綜合文件所載條款及條件所規限,且由署名股東簽署及呈交本接納表格並不令據此擬進行之股份轉讓生效。據此擬進行之股份續讓領於下文所列續讓日期由承維人签案、方可作實。

0. 行版次从 1. 人// / 行版 1. 为国 7. 版/ 从 2. 1. 为 3. 11. 其				
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 Honor Crest Holdings Limited Authorised Signatory(ies) 授權簽署人			
NAME OF WITNESS 見證人姓名	_			
Address 地址	- -			
	-			
Occupation 職業	-			
Date 日期	Signature of Transferee or its duly authorised agent(s) 承護人或其正式授權代理簽署			

Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted in excess or smaller than those physical 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 re-submitted and received by the Registrar on or before the latest time of acceptance of the Offer in order for it to be counted towards fulfilling the acceptance condition. Note:

請填上接納要約所涉及之股份總數。倘並無填上數目或所填數目大於或少於 關下作接納要約之實物股份不相符,則本接納表格將退回予 關下進行修改及重新應交。任何經更正的接納表格 必須於接納要約的最後期限或之前再行提交並送建股份遞戶登記處,否則不可當作已履行接納條件。

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. 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 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 Shares, you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or the transferee(s) or to 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).

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 Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or fliing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the acceptance of the Offer. The Offeror, its beneficial owners and parties acting in concert with any of them, the Company, China Galaxy ("China Galaxy"), the Independent Financial Adviser, the Registrar or any of their respective directors and professional advisers or any other parties 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 as you may be required to pay. Acceptance of the Offer by you will be deemed to constitute a warranty by you that you 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 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 requirements and have paid all transfer or other consents and have made all regul

This Form of Acceptance should be read in conjunction with the accompanying Composite Document. Unless the context otherwise required, terms used in this form shall bear the same meanings as defined in the Composite Document dated 28 April 2016 jointly issued by the Company and the Offeror.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional. Independent Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Document before completing this Form of Acceptance. To accept the Offer made by China Galaxy on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.08 per Share, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "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 Shares in respect of which you wish to accept Offer, by post or by hand, marked "Global Link Communications Holdings Limited Offer" on the envelope, to the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible, but in any event not later than 4:00 p.m. on Thursday, 19 May 2016 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix 1 to the Composite Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the Share(s) on behalf of another person as nominee or otherwise, you should refer to the paragraph headed "1. PROCEDURES FOR ACCEPTANCE OF THE OFFER" in Appendix I to the Composite Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror, China Galaxy and the Registrar

- My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated) shall be binding on my/our successors and assignees and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by China Galaxy 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 Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offeror, China Galaxy 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 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 from the date on which all the relevant documents are received by the Registrar to tender such acceptance complete and valid:

(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 capitals)

Address: (in block capitals)

- (c) my/our irrevocable instruction and authority to the Offeror and/or China Galaxy and/or the Registrar and/or such person or persons as either of them 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 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 Form of Acceptance in accordance with the provisions of that Ordinance:
- (d) my/our irrevocable instruction and authority to the Offeror, China Galaxy 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 or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance of the 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 Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date on which the Offer is made, including, without limitation, the right to receive all future dividends and other distributions declared, paid or made, if any, on or after the date on which the Offer is made, being the date of the despatch of the Composite Document in respect of the Share(s) tendered for acceptance under the Offer;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, China Galaxy 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 the Offeror, China Galaxy or their respective agent(s) to collect from 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), 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 hot share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance; and
- (h) my/our appointment of the Offeror and China Galaxy 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 becomes unconditional in all respects and thereafter be irrevocable.
- 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, China Galaxy and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights accruing or attaching thereto on or after the date on which the Offer is made, being the date of the despatch of the Composite Document or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and other distributions declared, paid or made, if any, on or after the date on which the Offer is made, being the date of the despatch 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, its beneficial owner and parties acting in concert with any of them, the Company, China Galaxy or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or mylour acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations. For avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.
- 3. I/We hereby warrant and represent to the Offeror and the Company that I/we am/are the registered holder(s) of the Share(s) specified in this form 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 by way of acceptance of the Offer.
- 4. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you or any one of 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 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: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror and/or China Galaxy and/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 hereby warrant and represent to the Offeror and the Company that I/we have observed and 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 consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements.
- 6. I/We hereby warrant and represent to the Offeror 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 Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of this 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 Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror and/or its nominee(s).
- 9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, China Galaxy and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been 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, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, 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.

For avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.

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 Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, China Galaxy and the Registrar 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 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 should inform the Offeror, China Galaxy and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

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

- processing your acceptance and verification of your 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(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 its agents such as China Galaxy and the Registrar;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- · establishing your entitlements under the Offer;
- any other purpose in connection with the business of the Offeror, the Company or the Registrar; and
- and/or to enable the Offeror, China Galaxy and/or the Registrar
 to discharge their obligations to the Shareholders, any other
 incidental or associated purposes relating to the above and/or
 other purposes to which the Shareholders may from time to 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 China Galaxy 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 and/or its agent(s), such as China Galaxy and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, China Galaxy and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities;
- any other persons or institutions whom the Offeror, China Galaxy and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal data

The Offeror, China Galaxy and/or 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, China Galaxy 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, China Galaxy 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, China Galaxy and/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

本收集個人資料聲明旨在知會 閣下有關要約人、中國銀河及登記處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」)的政策及慣例。

1. 收集 閣下個人資料的原因

如 閣下就本身之股份接納要約, 閣下須提供所需之個人資料。倘 閣下未能提供所需資料,則可能導致 閣下之接納申請被拒或受到延誤。如所提供的資料不準確, 閣下須即時知會要約人、中國銀河及/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用作、持有及/或保存(以任何方式)作下列用涂:

- 處理 閣下之接納申請及核實 閣下是否已遵循本接納 表格及綜合文件載列的條款及申請手續;
- 登記以 閣下名義作出之股份轉讓;
- 保存或更新有關股份之股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 由要約人及/或其代理人(如中國銀河及登記處)發佈通訊;
- 編製統計資料及股東概況;
- 按法例、規則或規例(無論法定或其他規定)作出披露;
- 確立 閣下於要約項下之權益;
- 有關要約人、中國銀河、本公司或登記處業務之任何其 他用途;及
- 有關上文所述任何其他附帶或關連用途及/或令要約 人、中國銀河及/或過戶登記處得以履行彼等對股東之 責任及/或股東可能不時同意或知悉的其他用途。

3. 轉交個人資料

於本接納表格所提供之個人資料將作為機密資料保存,惟 要約人、中國銀河及/或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須之查詢,以確認個人資料之 準確性,尤其可向或自下列任何及所有個人及實體披露、獲 取或轉交(無論在香港或香港以外的地區)該等個人資料:

- 要約人及/或其代理,如中國銀河及登記處;
- 為要約人、中國銀河及/或登記處之業務經營提供行政、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;
- 任何監管或政府機構;
- 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、會計師或持牌證券商或註冊證券機構;及
- 要約人、中國銀河及/或登記處認為必須或適當情況下 之任何其他人士或機構。

4. 保留個人資料

要約人、中國銀河及/或股份過戶登記處將按收集個人資料所需的用途保留本表格所提供的個人資料。無需保留的個人資料將會根據條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例規定, 閣下有權確認要約人、中國銀河及/或登記處是否持有 閣下之個人資料,並獲取該資料副本,以及更正任何錯誤資料。依據該條例之規定,要約人、中國銀河及/或登記處有權就處理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、中國銀河及/或登記處(視情況而定)。

閣下 一 經 簽 署 本 接 納 表 格 即 表 示 同 竟 上 述 所 有 條 款