

INTERNATIONAL BANK OF ASIA LIMITED

港基國際銀行有限公司

(incorporated in Hong Kong with limited liability)
(於香港註冊成立之有限公司)

FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$1.00 EACH OF THE ISSUED SHARE CAPITAL OF INTERNATIONAL BANK OF ASIA LIMITED

港基國際銀行有限公司之已發行股本中每股面值1.00港元股份之
接納及過戶表格

To be completed in every detail 每項均須填寫

Branch Share Registrar in Hong Kong:
Computershare Hong Kong Investor Services Limited
股份過戶處香港分處：香港中央證券登記有限公司

Shops 1712-1716
17/F, Hopewell Centre
183 Queen's Road East
Hong Kong
香港
皇后大道東183號
合和中心17樓1712-1716室

Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted, you will be deemed to have accepted the Offer in respect of your entire registered holding of Shares.
請填上接納收購建議之股份總數，如無詳列數目或如填上之數目乃超過閣下登記持有之股份數目，則閣下將被視作就名下全部登記持有之股份均接納收購建議。

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee(s)" named below the shares of HK\$1.00 each in the issued share capital of International Bank of Asia Limited (the "Shares") specified below.
下述之「轉讓人」現按下列代價，將以下註明港基國際銀行有限公司已發行股本中每股面值1.00港元之股份（「股份」）轉讓予下述之「承讓人」。

| | | |
|--|--|--|
| Number of Shares 股份數目 | FIGURES 數目 | WORDS 大寫 |
| Certificate Number(s) 股票編號 | | |
| TRANSFER FROM TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPE - WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機打上或正楷填寫) | Surname(s)/Company name 姓氏/公司名稱 | Other Name(s)/Company no. 名字/公司編號 |
| | Registered Address 登記地址 | |
| | Telephone Number 電話號碼 | |
| | CONSIDERATION 代價 | |
| TRANSFER TO TRANSFEEE 轉讓予承讓人 | Name 名稱 : Correspondence Address 通訊地址 : Occupation/Corporation 職業/有限公司 : | Fubon Financial Holding Co., Ltd. 237 Chien Kuo South Road, Section 1 Taipei, Taiwan 富邦金融控股股份有限公司 台灣台北市建國南路一段237號 Corporation 公司 |
| SIGNED by the parties to this transfer, this _____ day of _____ 2004 轉讓雙方簽署日期：二零零四年 _____ 月 _____ 日 | | |

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

Address 地址

Occupation/Corporation 職業/有限公司

Signature(s) of Transferor(s)
轉讓人簽署

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

| | | |
|---|-------------------------------|---|
| Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署： SIGNATURE OF WITNESS 見證人簽署 | Do not complete 請勿填寫本欄 | For and on behalf of 代表 Fubon Financial Holding Co., Ltd. 富邦金融控股股份有限公司 |
| Address 地址 | | |
| Occupation 職業 | | Signature(s) of Transferee 承讓人簽署 |

本表格乃要件，請即處理。閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之港基國際銀行有限公司(「本公司」)每股面值1.00港元之股份(「股份」)全部售出或轉讓，應立即將本接納及轉讓表格連同隨附而日期為二零零四年二月十六日之綜合文件(「收購文件」)送交買主或其他承讓人，或經手買賣或轉讓之銀行、註冊證券商或其他代理商，以便轉交買主或承讓人。

香港聯合交易所有限公司及證券及期貨事務監察委員會對本表格(組成收購文件之一部分)之內容概不負責，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分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

如何填寫本表格

務請股東細閱收購文件，然後才填寫本表格。如接納花旗環球金融亞洲有限公司(「花旗集團」)代表富邦金融控股股份有限公司(「收購方」)提出之自願有條件現金收購建議(「收購建議」)以每股股份面值3.68港元之現金價格收購閣下持有之股份，閣下應填妥及簽署背頁之接納及過戶表格，然後將填上不少於收購建議之股份數目之本接納及過戶表格整份連同有關股票(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或與上述各項文件有關而令人信納之一項或多項賠償保證)(封面須註明「港基收購建議」)，盡早寄抵或送達本公司之股份過戶登記處香港分處香港中央證券登記有限公司(「過戶登記處」)，地址為香港皇后大道東183號合和中心17樓1712-1716室，惟無論如何最遲須於二零零四年三月八日下午四時前或由收購方可能決定及公佈之較後時間及/或日期送達過戶登記處。除非文義另有所指，否則收購文件所界定之所有詞彙與本表格所採用者具有相同涵義。

收購建議之接納及過戶表格

致：收購方及花旗集團

1. 本人/吾等簽署背頁之接納及過戶表格(無論該表格是否已註明日期使本人/吾等之承繼人及受委任人將受此約束)，亦即表示：
 - (a) 本人/吾等接納由花旗集團代表收購方提出並載於收購文件之收購建議，以上述代價並按收購文件及本表格所載有關條款及條件收購接納及過戶表格中所註明之股份數目；如未有註明股份數目或所註明之股份數目較本人/吾等名下登記持有之股份數目為高者，則表示接納收購本人/吾等名下登記持有之全部該等股份；
 - (b) 本人/吾等不可撤回地指示及授權收購方及/或花旗集團及/或彼等各自之代理人代表本人/吾等根據及憑出示經本人/吾等正式簽署之隨附過戶收據及/或其他所有權文件(如有)(及/或上述各項文件有關而令人信納之一項或多項賠償保證)，向本公司或過戶登記處領取本人/吾等應得有關股份之股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處依照及根據收購建議之條款及條件持有該等股票，猶如該/該等股票已連同本接納及過戶表格一併送交過戶登記處者無異；
 - (c) 本人/吾等不可撤回地指示及授權收購方及/或花旗集團及/或彼等各自之代理人就本人/吾等根據收購建議之條款應得之現金代價在扣除本人/吾等須就接納收購建議而支付之一切從價印花稅後，以「不得轉讓一只准入抬頭人賬戶」方式並以本人/吾等為收購方劃線開出支票，然後寄予下列地址之人士(或如無於下欄填上姓名及地址，則按本公司股東名冊之登記地址寄予本人或(如屬聯名登記股東)吾等中排名首位之人士)，郵誤風險概由本人/吾等承擔；
(附註：如應收取支票之人士並非登記股東或排名首位之聯名登記股東，則請在本欄填上應收取支票人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：

- (d) 本人/吾等指示及授權收購方或花旗集團或其指定之人士，各代表本人/吾等以根據收購建議出售股份之賣方身份，訂立及簽署(香港法例第117章)印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在接納及過戶表格上背書證明；
 - (e) 本人/吾等指示及授權收購方及/或花旗集團及/或收購方或花旗集團各自指定之人士，各自代表本人/吾等填妥、修改及簽署與本人/吾等接納收購建議有關之任何文件，包括(但不限於)在接納及過戶表格上填上日期，或如本人/吾等或其他人士已填上日期，則刪去該日期，然後另行填上另一日期，並填上、刪去、修改或替換接納或過戶表格上之承讓人，以及辦理任何其他需要或適當之手續，藉此將本人/吾等之股份轉歸收購方及/或其指定人士所有；
 - (f) 本人/吾等承諾在必須或適當時簽署進一步文件及辦理其他手續及事項，以確保本人/吾等過戶予收購方或其指定人士之股份概不附帶任何申索、衡平權、留置權、抵押、產權負擔、優先購買權及任何性質之其他第三方權利，並確保享有股份附帶之一切權利，包括有權收取該等股份在二零零三年九月八日或之後所作出、派付或宣派之一切股息(中期股息及預期將會於二零零四年二月十六日派發予港基股東每股港基股份0.26港元之特別中期股息除外)及/或其他分派；及
 - (g) 本人/吾等同意追認由收購方或花旗集團或其代理人或其指定之人士各自行使本表格所載之任何權利時所作出或進行之任何行動或事項。
2. 倘根據收購建議之條款，本人/吾等之接納乃屬無效或被視作無效，則上文第1段所載之一切指示、授權及承諾均告終止，而在該等情況下，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/或任何其他所有權文件(及/或與上述各項文件有關而令人信納之一項或多項賠償保證)，連同已正式註銷之本表格一併寄回上文第1(c)段列名之人士。如無填上姓名及地址，則按本公司股東名冊所示之有關登記地址寄予本人或(如屬聯名登記股東)吾等中排名首位之人士，郵誤風險概由本人/吾等承擔。
附註：倘閣下交回一份或多份過戶收據，而同時收購方及/或花旗集團或其代理人已代表閣下向本公司或過戶登記處領取有關股票，則閣下將獲發股票而並非過戶收據。
 3. 本人/吾等茲附上本人/吾等持有之全部/部分股份之有關股票及/或過戶收據及/或任何其他所有權文件(及/或與上述各項文件有關而令人信納之一項或多項賠償保證)，由閣下按收購建議之條款及條件予以持有。本人/吾等明白不會獲發任何接納及過戶表格、股票及/或任何其他所有權文件(及/或與上述各項文件有關而令人信納之一項或多項賠償保證)之收訖通知。

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

If you have sold or transferred all your share(s) of HK\$1.00 each ("Share(s)") in International Bank of Asia Limited (the "Company"), you should at once hand this form of acceptance and transfer and the accompanying composite document dated 16 February, 2004 (the "Offer Document") to the purchaser(s) or other transferee(s) or to the bank, a licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The Stock Exchange of Hong Kong Limited and the Securities and Futures Commission take no responsibility for the contents of this form, which forms part of the Offer Document, 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.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Offer Document carefully before completing this form. To accept the voluntary conditional cash offer (the "Offer") made by Citigroup Global Markets Asia Limited ("Citigroup") on behalf of Fubon Financial Holding Co., Ltd. (the "Offeror") to acquire your Shares at a cash price of \$3.68 per Share, you should complete and sign the form of acceptance and transfer overleaf and forward this entire 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 satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you accept the Offer, by post or by hand, marked "IBA Offer" to the Hong Kong branch share registrar of the Company, Computershare Hong Kong Investor Services Limited (the "Registrar") at Shops 1712-1716, 17/F Hopewell Center, 183 Queen's Road East, Hong Kong as soon as possible, but in any event to reach the Registrar by not later than 4:00 p.m. on 8 March 2004 or such later time and/or date as the Offeror shall determine and announce. All words and expressions defined in the Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and Citigroup

1. My/Our execution of the form of acceptance and transfer overleaf (whether or not such form is dated which shall be binding on my/our successors and assignees) shall constitute:

- (a) my/our acceptance of the Offer made by Citigroup on behalf of the Offeror, as contained in the Offer 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 the form of acceptance and transfer or, if no such number is specified or a greater number is specified than I/we am/are registered as the holder(s), in respect of all such Shares as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instruction and authority to the Offeror and/or Citigroup and/or 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) on and subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to them together with this form of acceptance and transfer;
- (c) my/our irrevocable instruction and authority to the Offeror and/or Citigroup 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 Offer (less seller's ad valorem stamp duty payable by me/us), by 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:

(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 capitals)

Address:

- (d) my/our instruction and authority to the Offeror or Citigroup or such person or persons as it/they may direct for the purpose, on my/our behalf, to make and execute the contract note 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 the form of acceptance and transfer in accordance with the provisions of that Ordinance;
- (e) my/our instruction and authority to the Offeror and/or Citigroup and/or such person or persons as any of the Offeror or Citigroup may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Offer including, but without limitation, to insert a date in the 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 the form of acceptance and transfer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Shares;
- (f) 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 said Shares to the Offeror, or such person or persons as it may direct free from all claims, equities, liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching thereto, including the right to receive all dividends (other than the Interim Dividend and the special interim dividend of HK\$0.26 per IBA Share which is expected to be paid to IBA Shareholders on 16 February, 2004) and/or other distributions, made, paid or declared on the Shares on or after 8 September 2003; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Citigroup or its agent(s) or such person or persons as it may direct on the exercise of any rights contained herein.

2. In the event that my/our acceptance is not valid, or 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 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 duly cancelled, by 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: Where 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 Citigroup or its agent(s) from the Company or the Registrar on your behalf, you will be sent such Share Certificate(s) in lieu of the transfer receipt(s).

3. 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 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 and transfer, Share Certificate(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given.