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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 4 June 2007 (the "Composite Document") issued jointly by Techtronic Industries Company Limited and Cordless Industries Inc..

除文義另有所指外，本表格所用詞語之定義與Techtronic Industries Company Limited (創科實業有限公司) 與Cordless Industries Inc. 於二零零七年六月四日聯合刊發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。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE TTI SHARE OFFER.

本接納及過戶表格在閣下欲接納創科實業股份收購建議時適用。



TECHTRONIC INDUSTRIES COMPANY LIMITED

創科實業有限公司

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

Stock code 股票代號：669

FORM OF ACCEPTANCE AND TRANSFER
OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF
TECHTRONIC INDUSTRIES COMPANY LIMITED

創科實業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表格
All parts should be completed 每項均須填寫

Receiving Agent
接收代理

Secretaries Limited
秘書商業服務有限公司

26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong
香港灣仔皇后大道東28號金鐘匯中心26樓

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the TTI Share(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.
根據本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，將以下註明之創科實業股份轉讓予下列「承讓人」。

Number of TTI Share(s) ^(Note) 創科實業股份數目 ^(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFER FROM TRANSFEROR(S) name(s) and address in full 轉讓自轉讓人 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: 註冊地址：	Telephone number: 電話號碼：
CONSIDERATION 代價	HK\$3.60 in cash for each TTI Share 每股創科實業股份為現金3.60港元	
TRANSFER TO TRANSFEEE 轉讓予承讓人	Name 名稱： Correspondence Address: 通訊地址：	Cordless Industries Inc. 24th Floor, CDW Building, 388 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong 香港新界荃灣青山道388號中國染廠大廈24樓
	Occupation 職業：	Corporation 法人團體
SIGNED by the parties to this transfer, this _____ day of _____, 2007 由轉讓雙方於二零零七年_____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

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
簽署

Do not complete 請勿填寫本欄	
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	For and on behalf of 代表 Cordless Industries Inc.
NAME OF WITNESS 見證人姓名	
Address 地址	
Occupation 職業	Authorised Signatory(ies) 授權簽署
	Signature of Transferee 承讓人簽署

Note: Insert the total number of TTI Shares for which the TTI Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of TTI Shares is inserted on this form of acceptance and transfer and you have signed this form, you will be deemed to have accepted the TTI Share Offer for your entire registered holding of TTI Shares.

附註： 請填上接納創科實業股份收購建議之創科實業股份總數。如閣下並無在本接納及過戶表格上填上數目或所填數目超過閣下登記持有之創科實業股份並已簽署本表格，則閣下將被視為已就名下持有之全部創科實業股份接納創科實業股份收購建議。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, the Registrar and 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 TTI Share Offer for your TTI 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.

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 and the Composite Document;
- registering transfers of the TTI Share(s) out of your name;
- maintaining or updating the relevant register of holders of the TTI Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its subsidiaries or agents such as the financial advisers and the Registrar;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- 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 other purpose to which the TTI 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 the Offeror and 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 agent(s), such as the financial advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to 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; and
- any other persons or institutions whom the Offeror or the Registrar 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 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 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 or the Registrar (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

本收集個人資料聲明旨在知會閣下有關於收購人、股份過戶登記處及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

如接納閣下創科實業股份之創科實業股份收購建議，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。

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；
- 登記以閣下名義的創科實業股份轉讓；
- 保存或更新有關創科實業股份的股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自收購人及／或其附屬公司或代理人(例如財務顧問及股份過戶登記處)發佈通訊；
- 編製統計代碼資料及股東資料；
- 按法例、規則或規定(無論法定或其他規定)作出披露；
- 有關收購人或股份過戶登記處業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及創科實業股東可能不時同意或知悉的其他用途。

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，惟收購人及股份過戶登記處為達致上述或有關任何上述的用途，可能作出必需的查詢，以確認個人資料的準確性，彼等尤其可能披露、獲取或轉交(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、獲取或轉交(無論在香港或香港以外地區)該等個人資料：

- 收購人及／或代理，例如財務顧問及股份過戶登記處；
- 為股份過戶登記處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；
- 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個人或機構，例如閣下的銀行、律師、會計師或持牌證券交易商或登記證券機構；及
- 收購人或股份過戶登記處認為必需或適當情況下的任何其他個人或機構。

4. 獲取及更正個人資料

根據該條例的規定，閣下可確認收購人或股份過戶登記處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。依據該條例的規定，收購人及股份過戶登記處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，須提交予收購人或股份過戶登記處(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 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, a bank manager, solicitor, professional accountant or other professional adviser.

HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document.

To accept the TTI Share Offer made by Platinum on behalf of Cordless Industries Inc., you should 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 other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for not less than the number of TTI Share(s) in respect of which you wish to accept the TTI Share Offer, by post or by hand, marked "TTI Share Offer" on the envelope, to the Receiving Agent, Secretaries Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Receiving Agent by no later than 4:00 p.m. on the First Closing Date (or such later time and/or date as the Offeror may determine and announce as permitted under the Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

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

To: **Platinum and the Offeror**

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

- (a) my/our acceptance of the TTI Share Offer made by Platinum 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 TTI Share(s) specified in this 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) thereof, in respect of such number of TTI Share(s) as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instruction and authority to the Offeror and/or Platinum 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 TTI Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the TTI 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 TTI Shareholders) at the registered address shown in the register of members of TTI as soon as possible but in any event within 10 days of the date of receipt by the Receiving Agent of the complete and valid Form of Acceptance, or the Unconditional Date, whichever is later.

(Insert name and address of the person to whom the cheque is to be sent if different from the registered TTI Shareholder or the first-named of joint registered TTI Shareholders.)

Name: (in block capitals) _____

Address: (in block capitals) _____

- (c) my/our irrevocable instruction and authority to the Offeror and/or Platinum 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 TTI Share(s) to be sold by me/us under the TTI 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 the Offeror and/or Platinum or such person or persons as they may direct to complete 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 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 TTI Share(s) tendered for acceptance of the TTI 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 TTI Share(s) tendered for acceptance under the TTI Share Offer to the Offeror or such person or persons as it may direct free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights whatsoever and together with all rights accruing or attaching thereto as at the date of the Announcement or subsequently becoming attached to them, including, without limitation, the right to receive in full all future dividends and distributions declared, made or paid on or after the date of the Announcement other than the final dividend of HK12.60 cents per TTI Share in respect of the year ended 31 December 2006 declared on 29 May 2007 and paid on or about 5 July 2007;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Platinum or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
- (g) my/our irrevocable instruction and authority to the Offeror and/or Platinum or their respective agent(s) to collect from the Registrar on my/our behalf the share certificate(s) in respect of the TTI Share(s) 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 hold such share certificate(s) subject to the terms and conditions of the TTI Share Offer as if it/they were share certificate(s) delivered to the Registrar together with this form of acceptance and transfer.

2. I/We understand that acceptance of the TTI Share Offer by me/us will constitute a warranty by me/us to the Offeror that (i) the number of TTI Share(s) specified in this form of acceptance and transfer will be sold free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights whatsoever and together with all rights accruing or attaching thereto as at the date of the Announcement or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends or other distributions declared, made or paid, if any, on or after the date of the Announcement, other than the final dividend of HK12.60 cents per full TTI Share in respect of the year ended 31 December 2006 declared on 29 May 2007 and paid on or about 5 July 2007; and (ii) if I am/any of us is an overseas TTI Shareholder, I/we have observed the laws of all relevant territories, obtained any requisite governmental, exchange control or other consents, complied with all requisite formalities or legal requirements and paid any issue, transfer or other taxes or other required payments due from me/us in connection with such acceptance in any territory, that I/we have not taken or omitted to take any action which will or may result in TTI, the Offeror, or Platinum or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the TTI Share Offer or his, her, acceptance thereof, and is permitted under all applicable laws to receive and accept the TTI 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 the TTI Share Offer does not become, or is not declared, unconditional in all respects within the time permitted by the Code, or my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the TTI 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 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 TTI Shareholders) at the registered address shown in the register of members of TTI as soon as possible but in any event within 10 days after the TTI Share Offer has lapsed or, the date of receipt by the Receiving Agent of this form of acceptance.

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 Platinum or their respective agent(s) from the Registrar 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 TTI Share(s) which are to be held by you on the terms and conditions of the TTI 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 have the full right, power and authority to sell and pass the title and ownership of my/our TTI Share(s) to the Offeror by way of acceptance of the TTI Share Offer.

6. I/We warrant to the Offeror and TTI that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of TTI in connection with my/our acceptance of the TTI Share Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all necessary formalities or legal requirements.

7. I/We warrant to the Offeror and TTI that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of TTI.