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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。

本接納及註銷表格在 閣下欲接納創科實業認股權收購建議時適用。



TECHTRONIC INDUSTRIES COMPANY LIMITED
創科實業有限公司
(於香港註冊成立之有限公司)
股票代號：669

接納及註銷創科實業認股權表格

本接納及註銷表格乃重要文件，請即處理。 閣下如對本接納及註銷表格任何方面或應採取之行動有任何疑问，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。

本接納及註銷表格應與綜合文件一併閱讀。綜合文件附錄一之條文已納入本接納及註銷表格並成為其中部分。

閣下如欲接納百德能代表Cordless Industries Inc. 提出之創科實業認股權收購建議，應填妥並簽署本接納及註銷表格，並盡早將本表格連同不少於 閣下欲接納創科實業認股權收購建議之創科實業認股權數目之創科實業認股權證書 (如有)，以郵遞或專人送交接收代理，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，信封面請註明「創科實業認股權收購建議」，惟在任何情況下不得遲於首個截止日期下午四時正前 (或收購人按守則可能決定並公佈之較後時間及／或日期) 送達接收代理位於上述之地址。概不會就接獲任何接納及註銷表格及／或創科實業認股權認股權證書 (如有) 而發出任何收據。

致：創科實業、百德能及收購人

本人 (姓名) _____ 寓 (地址) _____

_____ 謹此接納由百德能代表收購人提出之創科實業認股權收購建議，並同意按每份創科實業認股權現金0.001港元之代價，註銷授予本人認購創科實業股份之創科實業認股權，詳情載列如下。

認股權證書編號／ 授予日期	創科實業認股權 數目 ⁽²⁾	創科實業股份 數目 ⁽³⁾	每股創科實業股份 行使價 (港元)

隨本表格附奉有關該等創科實業認股權認股權證書 (如有)，以供創科實業註銷⁴。

日期：二零零七年 _____ 月 _____ 日

上述創科實業認股權持有人簽署

附註：

- 請以正楷填寫全名及地址。
- 請填上創科實業認股權數目。
- 請填上交回供註銷的創科實業認股權所涉及之創科實業股份數目。倘本接納及註銷表格內無填寫數目或所填數目超過 閣下登記持有之創科實業認股權數目而 閣下已簽署本表格，則 閣下將被視為已就名下全部創科實業認股權接納認股權收購建議。
- 倘交回供註銷的創科實業認股權數目少於創科實業認股權持有人所持創科實業認股權數目，則創科實業將向該創科實業認股權持有人發出有關創科實業認股權餘額之確認函件。

Form of Acceptance and Cancellation of TTI Options

To: **TTI, Platinum and the Offeror**

1. My execution of this form of acceptance and cancellation shall constitute:
- (a) my acceptance of the TTI Option 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 Option(s) specified in this form of acceptance and cancellation or, if no such number is specified or a number in excess of my registered holding of the TTI Option(s) is specified, I shall be deemed to have accepted the TTI Option Offer in respect of my entire holding of TTI Option(s);
 - (b) my 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 cancel my TTI Option(s) tendered for cancellation under the TTI Option Offer;
 - (c) my 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 favour for the cash consideration to which I shall have become entitled under the terms of the TTI Option Offer by ordinary post at my own risk to the person and the address stated below or, if no name and address is stated below to me at the registered address shown in the register of the holders of TTI Options within 10 days of the later of (i) the date on which the TTI Option Offer becomes or is declared unconditional; and (ii) the receipt of all the relevant documents by the company secretary of TTI to render the acceptance under the TTI Option Offer complete and valid.
- (Insert name and address of the person to whom the cheque is to be sent if different from the registered holder(s) of TTI Options)*
- Name: (in block capitals) _____
- Address: (in block capitals) _____
- (d) my 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 behalf and to do any other act that may be necessary or expedient for the purposes of cancelling the TTI Option(s) tendered for cancellation under the TTI Option Offer; and
 - (e) my 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.
2. I understand that my acceptance of the TTI Option Offer will constitute a warranty by me to the Offeror that the TTI Option(s) specified in this form of acceptance and cancellation is/are free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and renounced together with all rights accruing or attaching thereto as at the date of the Announcement or subsequently becoming attached to them.
3. In the event that the TTI Offers lapse, or my acceptance is not valid, or is treated as invalid, in accordance with the terms of the TTI Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I authorise and request you or any one of you to return my certificate(s) of TTI Option(s) (if any), together with this form of acceptance and cancellation duly cancelled, by ordinary post at my own risk to the person and address stated in 1(c) above or if no name and address is stated, to me at the registered address shown in the register of the holder of TTI Options within 10 days of the lapse of the TTI Offers.
4. I enclose the relevant certificate(s) of TTI Option(s) (if any) for the whole or part of my holding of outstanding TTI Option(s) which is/are to be held by you on the terms and conditions of the TTI Option Offer. I understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation and certificate(s) of TTI Option(s) will be given.

接納及註銷創科實業認股權表格

致：創科實業、百德能及收購人

1. 本人簽署本接納及註銷表格即表示：
- (a) 本人按綜合文件及本表格所載代價及條款與條件，就本接納及註銷表格所列明之創科實業認股權數目接納由百德能代表收購人提出並載於綜合文件中之創科實業認股權收購建議，或如未有列明數目或所列數目多於本人登記持有之創科實業認股權，則本人將被視為就名下全部創科實業認股權數目接納創科實業認股權收購建議；
 - (b) 本人承諾於必要或適當時簽署其他文件並辦理其他手續，以註銷本人根據創科實業認股權收購建議而提呈以供註銷之創科實業認股權；
 - (c) 本人不可撤回地指示並授權收購人及／或百德能或彼等各自之代理人於(i)創科實業認股權收購建議成為或被宣佈為無條件之日；及(ii)創科實業公司秘書收到所有有關文件以使接納根據創科實業認股權要約成為完整及有效之日（以較後日期為準）後的十日內將本人按創科實業認股權收購建議之條款應得之現金代價以「不得轉讓－只入抬頭人賬戶」方式劃線開出支票予本人，然後以平郵方式寄予下文所列人士及地址（或如未有於下欄列明姓名及地址，則按創科實業認股權持有人名冊所登記之地址寄予本人）郵誤風險由本人承擔。
- （倘收取支票之人士有別於登記創科實業認股權持有人，則請在本欄填上接收支票人士之姓名及地址。）*
- 姓名：（請用正楷）_____
- 地址：（請用正楷）_____
- (d) 本人不可撤回地指示並授權收購人及／或百德能或彼等就此指定之人士，代表本人填妥及簽署任何文件，並採取任何必要或權宜之行動，以註銷本人根據創科實業認股權收購建議而提呈以供註銷之創科實業認股權；及
 - (e) 本人同意追認收購人及／或百德能或彼等各自之代理人或彼等指定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。
2. 本人明白本人接納創科實業認股權收購建議將代表本人向收購人保證，本接納及註銷表格所列之創科實業認股權概不附帶任何形式之留置權、抵押、認股權、索償、衡平權、不利權益、第三方權利或產權負擔，並將會連同於該公佈日期當日所累積或附帶或其後所附帶的所有權利一併註銷及放棄。
3. 倘按創科實業認股權收購建議之條款創科實業收購建議失效，或本人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，本人授權並懇請閣下或閣下任何一人於創科實業收購建議失效後的十日內將本人之創科實業認股權的證書（如有）連同已正式註銷之本接納及註銷表格以平郵方式送回上文1(c)段所列人士及地址，或倘並無列出姓名及地址，則送回本人於創科實業認股權持有人登記冊上所登記的地址，郵誤風險由本人承擔。
4. 本人茲附上本人持有之全部或部份尚未行使創科實業認股權之有關創科實業認股權證書（如有），由閣下按創科實業認股權收購建議之條款及條件予以保存。本人明白任何交回的接納及註銷表格及創科實業認股權證書概不獲發收據。