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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 10 March 2010 issued jointly by New Insight Investments Limited and Termbay Industries International (Holdings) Limited ("Composite Document"). 除文義另有所指外，本表格所用詞彙與New Insight Investments Limited與添利工業國際(集團)有限公司聯合刊發日期為二零一零年三月十日之綜合收購建議及回應文件(「綜合文件」)內所界定者具相同涵義。

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

本接納及過戶表格在閣下欲接納收購建議時適用。



# TERMBRAY INDUSTRIES INTERNATIONAL (HOLDINGS) LIMITED

## 添利工業國際(集團)有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code 股份代號: 0093)

### FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.08 EACH IN THE ISSUED SHARE CAPITAL OF TERMBRAY INDUSTRIES INTERNATIONAL (HOLDINGS) LIMITED

添利工業國際(集團)有限公司已發行股本中

每股面值0.08港元之股份之接納及過戶表格

All parts should be completed 每項均須填妥

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

Branch Registrar  
股份過戶登記分處

Tricor Standard Ltd.  
卓佳標準有限公司

**FOR THE CONSIDERATION** stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.08 each in the issued share capital of Termbay ("Termbay Share(s)") specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及附奉的綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明之添利已發行股本中每股面值0.08港元之股份(「添利股份」)轉讓予下列「承讓人」。

Number of Termbay Share(s) <sup>(Note)</sup> 添利股份數目 <sup>(附註)</sup>	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 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: 登記地址:	Telephone number: 電話號碼:
CONSIDERATION 代價	<input type="checkbox"/> HK\$1.20 in cash for each Termbay Share in respect of _____ Termbay Shares ("the Cash Alternative") 就_____股添利股份收取每股添利股份1.20港元之現金(「現金選擇」) <input type="checkbox"/> One (1) New Share for each Termbay Share in respect of _____ Termbay Shares ("the Share Alternative") 就_____股添利股份收取每股添利股份一(1)股新股(「股份選擇」)	
TRANSFEEE 承讓人	Name 名稱: Registered Office 註冊辦事處: Occupation 職業:	New Insight Investments Limited P. O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands Corporation 法人團體
PLEASE DO NOT DATE 請勿填寫日期	SIGNED by the parties to this transfer, this _____ day of _____, 2010 由轉讓雙方於二零一零年 _____ 月 _____ 日簽署	

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 of witness 見證人地址

Occupation of witness 見證人職業

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  
個別簽署

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

NAME OF WITNESS 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

For and on behalf of 代表  
New Insight Investments Limited

Signature(s) of Transferee or its duly authorised agent(s)  
承讓人或其正式授權代理人簽署

Note: Insert the total number of Termbay Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Termbay Shares is inserted on this form of acceptance and transfer and you have signed this form, you will be deemed to have accepted the Offer for your entire registered holding of Termbay Shares. If you do not indicate clearly your choice of either the Share Alternative or Cash Alternative in respect of the Termbay Shares to which this form relates, you will be deemed to have elected to receive the Cash Alternative in respect of all the Termbay Shares to which this form relates.

附註: 請填上接納收購建議之添利股份總數。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添利股份數量並已簽署本表格，則閣下將被視為已就名下登記持有之全部添利股份接納收購建議。倘閣下並無明確表示就與本表格有關的添利股份選擇股份選擇或現金選擇，閣下將被視為就與本表格有關的所有添利股份選擇收取現金選擇。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Piper Jaffray 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 Termbray 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 may also prevent or delay the despatch of the consideration which you are entitled under the Offer. It is important that you inform the Offeror, Piper Jaffray and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 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 Termbray Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Termbray Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, Piper Jaffray and/or their respective agents such as the Registrar;
- compiling statistical information and shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror, Piper Jaffray or the Registrar; and

- any other incidental or associated purposes relating to the above and other purpose 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 will be kept confidential but the Offeror, Piper Jaffray 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, Piper Jaffray, their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Piper Jaffray 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 institutions in securities; and
- any other persons or institutions whom the Offeror, Piper Jaffray and/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, Piper Jaffray 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, Piper Jaffray 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, Piper Jaffray 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收購人、派杰及過戶處就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

如欲就閣下之添利股份接納收購建議，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，且亦可能妨礙或延遲寄發閣下根據收購建議應得之代價。倘所提供的資料有任何錯處，務請閣下即時知會收購人、派杰及／或過戶處。

#### 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；
- 登記閣下名義的添利股份轉讓；
- 保存或更新有關添利股份的股東名冊；
- 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、派杰及／或彼等各自的代理人(如過戶處)發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權益申索；
- 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、派杰或過戶處業務的任何其他用途；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、派杰及過戶處為達致上述或有關任何上述的用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性，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、派杰、彼等的代理人及過戶處；
- 為收購人、派杰及／或過戶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人、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，如閣下的銀行、律師、會計師或持牌證券交易所或註冊證券機構；及
- 收購人、派杰及／或過戶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、派杰及／或過戶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、派杰及／或過戶處可就獲取任何資料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所有請求，須提交予收購人、派杰或過戶處(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.

If you have sold or transferred all your Termbray Shares, you should at once hand this form of acceptance and transfer and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank or 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).

The making of the Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about or obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due in respect of such jurisdiction.

#### HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Offer made by Piper Jaffray on behalf of the Offeror, 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for not less than the number of Termbray Shares in respect of which you intend to accept the Offer, by post or by hand, marked "Termbray Share Offer" on the envelope, to the Registrar, Tricor Standard Ltd., 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 Registrar by no later than 4:00 p.m. on Wednesday, 31 March 2010 (or such later time and/or date as the Offeror may determine and announce with the consent of the Executive).

#### FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: the Offeror and Piper Jaffray

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by Piper Jaffray on behalf of the Offeror, as contained in the Composite Document, for the consideration set out in this form of acceptance and transfer (or if I/we do not indicate clearly my/our choice of either the Share Alternative or Cash Alternative in respect of the Termbray Shares to which this form relates, I/we will be deemed to have elected to receive the Cash Alternative in respect of all the Termbray Shares to which this form relates) and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Termbray Shares 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 all such number of Termbray Shares as to which I/we am/are registered as the holder(s);
  - (b) my/our irrevocable instruction and authority to the Offeror, Piper Jaffray or their respective agent(s) to send (i) a banker's draft/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 and/or (ii) a share certificate for the New Shares to which I/we shall have become entitled under the terms of the Offer issued in my/our name, in each case, 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 Termbray:  
*(Insert name and address of the person to whom the banker's draft/cheque and/or share certificate(s) for New Shares is/are 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, Piper Jaffray 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 Termbray 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 and transfer in accordance with the provisions of that Ordinance;
  - (d) my/our irrevocable instruction and authority to the Offeror, Piper Jaffray 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 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 Termbray 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 Termbray Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Joint Announcement or subsequently becoming attached to them, including the rights to receive all dividends and distributions, if any, declared, made or paid on or after the date of the Joint Announcement;
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Piper Jaffray 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, Piper Jaffray or their respective agent(s) to collect from the Registrar on my/our behalf the share certificate(s) in respect of the Termbray 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 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) 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 transfer; and
  - (h) my/our appointment of the Offeror and/or Piper Jaffray as my/our attorney in respect of all the Termbray Shares to which this form of acceptance and transfer 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 and Piper Jaffray that (i) the number of Termbray Share(s) specified in this form of acceptance and transfer will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Joint Announcement or subsequently becoming attached to them, including the right to receive all dividends and distributions, if any, declared, paid or made on or after the date of the Joint Announcement; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in Termbray, the Offeror or Piper Jaffray or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. 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 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 paragraph 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 Shareholders) at the registered address shown in the register of members of Termbray.  
*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, Piper Jaffray 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 Termbray 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 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 am/are the registered holder(s) of the number of Termbray Shares specified in this form of acceptance and transfer and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Termbray Shares to the Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror and Piper Jaffray that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Termbray in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent which may be required and the compliance with necessary formalities or legal requirements.
7. I/We warrant to the Offeror and Piper Jaffray that I/we shall be fully responsible for payment of any transfer or cancellation or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of Termbray in connection with my/our acceptance of the Offer.
8. I/We acknowledge that my/our Termbray Shares sold to the Offeror by way of the Offer will be registered under the name of the Offeror or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and Piper Jaffray (so as to bind my/our successors and assigns) that in respect of the Termbray Shares which are 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 Termbray 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 Termbray (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Termbray Shares into certificated form) to the Offeror at its registered office;
  - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of a general meeting on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Termbray Shares appointing any person nominated by the Offeror to attend general meetings of Termbray or its members or any of them (and any adjournment thereof) and to exercise the votes attaching to such Termbray 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 general meetings. I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Composite Document and this form of acceptance and transfer, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.