

ELEC & ELTEK INTERNATIONAL HOLDINGS LIMITED

依利安達國際集團有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF ELEC & ELTEK INTERNATIONAL HOLDINGS LIMITED 依利安達國際集團有限公司已發行股本中每股面值0.10港元股份之接納及股份過戶表格

To be completed in all respects
每項均須填寫

Branch Registrar in Hong Kong:
Computershare Hong Kong Investor Services Limited ("Registrar")
香港股份過戶登記分處:
香港中央證券登記有限公司(「股份過戶處」)

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

Insert the total number of Shares for which the Share 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 Share Offer in respect of your entire registered holding of Shares. 請填上接納股份收購建議之股份總數。如無填寫數目或如填寫之數目超過閣下登記持有之股份，則視為閣下就名下全部登記持有之股份接納股份收購建議。

PLEASE
DO NOT
DATE

請勿填寫日期

FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby transfer to the "Transferee" named below the shares of HK\$0.10 each in the issued share capital of Elec & Eltek International Holdings Limited ("Shares") held by the Transferor(s) specified below. 下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明其所持有依利安達國際集團有限公司已發行股本中每股面值0.10港元之股份(「股份」)。

Number of Shares to be transferred 將予轉讓股份數目	FIGURES 數目	WORDS 大寫
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 TYPE - WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Surname(s) 姓氏	Other name(s) 名字
	Registered address 登記地址	
	Telephone number 電話號碼	
CONSIDERATION 代價	HK\$1.90 in cash for each Share 每股股份現金1.90港元	
TRANSFEEE 承讓人	Do not complete 請勿填寫本欄 Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	
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		

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 職業

Signature(s) of Transferor(s)
轉讓人簽署

ALL JOINT
HOLDERS
MUST SIGN
HERE
所有聯名股東
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

Address 地址

Occupation 職業

For and on behalf of 代表

Signature of Transferee
承讓人簽署

* For identification purposes only

* 僅供識別

PERSONAL DATA

Personal Information Collection Statements

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. 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 Ordinance.

1. Reasons for the collection of your personal data

To accept the Share 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.

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;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the 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 joint financial advisors 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 Shareholders may from time by 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, its subsidiaries and/or agent(s), such as the joint financial advisors and the Registrar;
- any agents, contractors or third parties services 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 their bankers, solicitors, accountants or licensed securities dealers; and
- any other persons whom the Offeror or the Registrar considers to be necessary or desirable in the circumstances.

BY SIGNING THIS FORM YOU AGREE TO ALL OF THE ABOVE

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).

個人資料

收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關收購方、股份過戶處及有關個人資料及該條例之政策及慣例。

1. 收集 閣下個人資料之原因

如接納股份收購建議，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。

2. 用途

閣下於本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)作下列用途：

- 處理閣下之接納申請及核實或遵循本表格載列之條款及申請程序；
- 登記以閣下名義之股份轉讓；
- 保存及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；
- 自收購方及／或其附屬公司或代理人(例如聯席財務顧問及股份過戶處)收取通訊；
- 編製統計代碼資料及股東資料；
- 按法例、規則或規定(無論法定或非法定規定)作出披露；
- 有關收購方或股份過戶處業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及股東不時同意或知悉之其他用途。

3. 轉讓個人資料

本表格提供之個人資料將作為機密資料妥當保存，但收購方及股份過戶處為達致上述任何用途，可能作出必需之查詢，以確認個人資料之準確性，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：

- 收購方、其附屬公司及／或代理，例如聯席財務顧問及股份過戶處；
- 為股份過戶處之業務經營提供行政、電訊、電腦、付款或其他服務之代理、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之任何其他個人或機構，例如彼等之銀行、律師、會計師或持牌證券交易商；及
- 收購方或股份過戶處認為必需或適當情況下之任何其他個人。

閣下一經簽署本表格即表示同意上述所有條款

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認收購方或股份過戶處是否持有閣下之個人資料，並獲取該資料副本，以及更正錯誤資料。依據該條例之規定，收購方及股份過戶處可就獲取任何數據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，須提交收購方或股份過戶處(視情況而定)。

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 your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisor.

If you have sold or otherwise transferred all your shares of HK\$0.10 each in Elec & Eltek International Holdings Limited ("E&E"), you should at once hand this form of acceptance and transfer and the accompanying offer document dated 1 November 2004 (the "Offer Document") to the purchaser(s) or other transferee(s) or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). The making of the voluntary conditional cash share offer (the "Share Offer") by Citigroup Global Markets Asia Limited ("Citigroup"), on behalf of Ease Ever Investments Limited (the "Offeror"), to persons who are citizens, residents or nationals of 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 other than Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Share 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 consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction. You will also be responsible for any such transfer or other taxes by whomsoever payable and the Offeror, Citigroup and any person acting on their behalf shall be entitled to be fully indemnified and held harmless by you for any such transfer or other taxes as you may be required to pay. Acceptance of the Share Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Offer Document before completing this form. To accept the Share Offer made by Citigroup on behalf of the Offeror to acquire your Shares at a cash price of HK\$1.90 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 in respect thereof), for not less than such number of Shares in respect of which you accept the Share Offer, by post or by hand, marked "E&E Share Offer", to Computershare Hong Kong Investor Securities Limited (the "Registrar") at Shop 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road Central, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Monday, 29 November 2004 or such later time and/or date as the Offeror shall determine and announce with the consent of the Executive. All words and expressions defined in the Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix 1 to the Offer Document are incorporated into and form part of this form of acceptance and transfer.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE 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) shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Share 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) of, 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 each of the Offeror and/or Citigroup and/or any of their respective agent(s) to collect from E&E or the Registrar on my/our behalf the Share Certificate(s) in respect of 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 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 Share 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 each of the Offeror and/or Citigroup or any of 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 Share 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 E&E;
(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 each of the Offeror and/or Citigroup or such person or persons as any 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 Shares to be sold by me/us under the Share 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 each of the Offeror and/or Citigroup or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer including, 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 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 Shares to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights attaching thereto including the right to receive all dividends and/or other distributions, declared, made or paid on the Shares on or after the date of commencement of the Share Offer, in respect of the Shares tendered pursuant to the Share Offer; 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 any of their agent(s) or such person or persons as any of them may direct in the exercise of any rights contained herein.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Citigroup that the Shares held by me/us to be acquired under the Share Offer are sold free from all third party rights, liens, charges, equities and encumbrances and together with all rights attaching thereto on or after the date the Share Offer is made including the right to receive all dividends and distributions declared, made or paid on such Shares on or after the date the Share Offer is made (Save for the final dividend for the year ended 30 June 2004 declared which, according to the E&E Annual Report, should have been paid to the shareholders of E&E on 15 October 2004).
 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease 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 satisfactory indemnity or indemnities requested 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 E&E.
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 any of the Offeror and/or Citigroup or any of their agent(s) from E&E or 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 any other document(s) of title (and/or 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 Share 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.

本表格乃重要文件，請即處理。閣下對本表格任何內容或應採取之行動如有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已售出或轉讓所有名下之依利安達國際集團有限公司（「E&E」）每股面值0.10港元之股份，應立即將本接納及過戶表格連同隨附日期為二零零四年十一月一日之收購建議文件（「收購建議文件」），送交買主或其他承讓人，或經手買賣或轉讓之銀行、持牌證券交易商或其他代理，以便轉交買主或承讓人。由Citigroup Global Markets Asia Limited（「Citigroup」）代表怡永投資有限公司（「收購方」）向香港境外司法權區之公民、居民或國民提出自願有條件現金股份收購建議（「股份收購建議」）或會受有關司法權區之法律例影響。倘閣下為香港以外司法權區之公民、居民或國民，務請自行瞭解並遵守任何適用法律規定。閣下如欲接納股份收購建議，則有責任完全遵守有關司法權區之法律例，包括取得任何可能必要之政府、外匯管制或其他同意或辦理其他必要之正式手續，以及支付該司法權區之任何應付轉讓費或其他稅項。閣下亦須負責支付任何人士就應付之任何上述轉讓費或其他稅項，而收購方、Citigroup及任何代彼等行事之人士均有權獲悉數賠償及毋須就閣下可能須付之任何上述轉讓費或其他稅項承擔任何責任。閣下接納股份收購建議，即表示閣下保證閣下根據所有適用法律例可收取及接納股份收購建議（包括任何有關修訂），而有關接納根據所有適用法律例為有效及具約束力。

本表格填寫方法

股東務請先閱讀收購建議文件後始填寫本表格。如欲接納Citigroup代表收購方以現金每股股份1.90港元之價格收購閣下所持股份提出之股份收購建議，閣下應填妥及簽署背頁之接納及過戶表格，並將整份表格連同不少於閣下接納股份收購建議之股份數目之有關股票（「股票」）及／或過戶收據及／或任何其他所有權文件（及／或就此所需並令人滿意之任何彌償保證或該等彌償保證），盡快郵寄或交回香港中央證券登記有限公司（「股份過戶處」），地址為香港皇后大道東183號合和中心17樓1712-1716號舖，封面請註明「E&E股份收購建議」，惟無論如何不得遲於二零零四年十一月二十九日星期一下午四時正或收購方可能決定及公布並獲執行人員同意之較後日期及／或時間。除非文義另有所指，本表格所採用所有詞語與收購建議文件所界定者具有相同涵義。收購建議文件附錄一之條文納入本接納及過戶表格其中一部分。

股份收購建議之接納及過戶表格

致：收購方及Citigroup

- 本人／吾等一經簽署背頁之接納及過戶表格（無論該表格是否已註明日期），本人／吾等之承繼人及受讓人將受此約束，並表示：
 - 本人／吾等接納由Citigroup代表收購方提出之收購建議文件所述股份收購建議，按及受制於股份收購建議文件及本表格所載代價與條款及條件，收購接納及過戶表格上所填數目之股份，或如未有填上數目或填上之數額超出本人／吾等以登記持有人名義持有之數額，則接納收購本人／吾等名下登記持有之全部股份；
 - 本人／吾等不可撤回地指示及授權收購方及／或Citigroup及／或彼等各自之代理，各自代表本人／吾等根據隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需並令人滿意之任何彌償保證或該等彌償保證），憑此向E&E或股份過戶處領取本人／吾等就股份應獲發之股票，並將有關股票送交股份過戶處，且授權及指示股份過戶處依照及根據股份收購建議之條款及條件持有該等股票，猶如該等股票已連同本接納及過戶表格一併交回股份過戶處；
 - 本人／吾等不可撤回地指示及授權收購方及／或Citigroup或彼等各自之代理，就本人／吾等根據股份收購建議之條款應得之現金代價（扣除本人／吾等應付之所有賣方從價印花稅），以「不得轉讓—只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後按以下地址寄予以下人士，或如無填上姓名及地址，則按E&E股東名冊所示登記地址，寄予本人或吾等當當中名列首位之轉讓人（如屬聯名登記股東），郵誤風險概由本人／吾等承擔；
(附註：如收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。)
姓名：(請用正楷填寫)
地址：.....
 - 本人／吾等指示及授權收購方及／或Citigroup或其可能指定之人士，各自代表本人／吾等以根據股份收購建議出售股份賣方之身分，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，並安排按該條例之規定繳付印花稅及安排在接納及過戶表格背書證明；
 - 本人／吾等指示及授權收購方及／或Citigroup或其可能指定之人士，各自代表本人／吾等填妥、修改及簽署與本人／吾等接納股份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／吾等或任何其他人士已填上日期，則刪去該日期，然後填上另一日期，並填上、刪去、修改或改填接納及過戶表格上之承讓人，以及辦理任何其他必需或適當之手續，將本人／吾等之股份轉歸收購方或其可能指定之人士所有；
 - 本人／吾等承諾於必需或適當時簽署其他文件及辦理其他手續及事項，以確保就股份收購建議交出轉讓予收購方或其可能指定人士之股份不受任何第三方權益、留置權、申索、質押、平衡權及產權負擔所限制，並享有於股份收購建議開始日期或之後股份所附帶一切權利，包括收取於股份收購建議開始日期或之後就股份宣派、作出或派付之所有股息及／或其他分派之權利；及
 - 本人／吾等同意追認收購方或Citigroup或其任何代理或其可能指定之人士，各自行使本表格所載任何權力時所作出或進行之任何行動或事宜。
- 本人／吾等明白本人／吾等接納股份收購建議，將被視為表示本人／吾等向收購方及Citigroup保證，將根據股份收購建議出售本人／吾等持有之股份不附有任何第三方權利、留置權、抵押、平衡權及產權負擔，並保證該等股份可享有於股份收購建議開始日期或之後所附帶一切權利，包括享有獲派於股份收購建議開始日期或之後就股份所宣派、作出或派付之所有股息及分派之權利，惟E&E年報所示於二零零四年十月十五日應付E&E股東截至二零零四年六月三十日止年度之已宣派末期股息則除外。
- 倘根據股份收購建議之條款，本人／吾等之接納無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求貴公司將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需並令人滿意之任何彌償保證或該等彌償保證），連同已正式註銷之本表格一併寄回上述第1(c)段所指人士或，如無填上姓名及地址，則按E&E股東名冊所示登記地址寄回本人或吾等當當中名列首位之股東（如屬聯名登記股東），郵誤風險概由本人／吾等承擔。
附註：倘閣下交回一份或以上過戶收據，而同時收購方及／或Citigroup或其任何代理其中任何一方已代表閣下，向E&E或股份過戶處領取有關股票，則閣下將獲發股票而並非過戶收據。
- 本人／吾等茲附上本人／吾等所持全部／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／或就此所需並令人滿意之任何彌償保證或該等彌償保證），由閣下依照股份收購建議之條款及條件予以保存。本人／吾等明白將不會就任何接納及過戶表格、股票及／或任何其他所有權文件（及／或就此所需並令人滿意之任何彌償保證或該等彌償保證）獲發收訖通知。