

Unless the context otherwise requires, terms used in this form have the same meanings as defined in the composite offer document dated 14th March 2009 issued by Yu Ming Investment Management Limited for and on behalf of Nam Tai Electronics, Inc. and by Nam Tai Electronic & Electrical Products Limited (the "Offer Document").  
除文義另有所指外，本表格內的詞彙，與馮銘投資管理有限公司代表 Nam Tai Electronics, Inc. 以及由 Nam Tai Electronic & Electrical Products Limited 所刊發日期為二零零九年三月十四日的綜合收購建議文件（「收購建議文件」）所界定者具有相同涵義。



# NAM TAI ELECTRONIC & ELECTRICAL PRODUCTS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code : 2633)

(股份代號 : 2633)

## FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF NAM TAI ELECTRONIC & ELECTRICAL PRODUCTS LIMITED ("NTEEP")

### NAM TAI ELECTRONIC & ELECTRICAL PRODUCTS LIMITED (「NTEEP」) 已發行股本中每股面值0.01港元股份的接納及過戶表格

To be completed in all respects  
每項均須填寫

Branch share registrar and transfer office in Hong Kong: Computershare Hong Kong Investor Services Limited

香港股份過戶登記分處：香港中央證券登記有限公司

Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

香港灣仔皇后大道東183號合和中心17樓1712-1716室

Insert the total number of NTEEP Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of NTEEP Shares is inserted, you will be deemed to have accepted the Offer in respect of your entire registered holding of NTEEP Shares.

請填上接納股份收購建議的NTEEP股份總數。如無填上數目或所填上的數目超過閣下登記持有的NTEEP股份，則閣下將被視作就名下全部登記持有的NTEEP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 hereby transfer(s) to the "Transferee" named below the shares of HK\$0.01 each in the issued share capital of NTEEP (the "NTEEP Shares") specified below subject to the terms and conditions contained herein and in the accompanying Offer Document.  
下述「轉讓人」現根據本表格及隨附的收購建議文件所載條款及條件，按下列代價，將以下註明的NTEEP已發行股本中每股面值0.01港元的股份（「NTEEP股份」）轉讓予下述「承讓人」。

<b>Number of NTEEP Shares</b> NTEEP 股份數目	FIGURE 數目	WORDS 大寫
<b>Share certificate number(s)</b> 股票號碼		
<b>TRANSFEROR(S) Name(s) and address(es) in full</b> 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITAL) (請用打字機打上或用正楷填寫)	Surname(s) 姓氏	Other name(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
<b>CONSIDERATION</b> 代價	HK\$1.50 in cash for each NTEEP Share 每股NTEEP股份現金1.50港元	
<b>TRANSFER TO TRANSFEREE</b> 轉讓予承讓人	Name 名稱 : Nam Tai Electronics, Inc.	
	Correspondence Address: 通訊地址 : Units 5811-5812, 58/F, The Center, 99 Queen's Road Central, Central, Hong Kong 香港中環皇后大道中99號中環中心58樓5811-5812室	
	Occupation 職業 : Corporation 公司	
SIGNED by the parties to this transfer, this _____ day of _____ 2009 轉讓雙方簽署日期：二零零九年 _____ 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

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

Name and Address 姓名及地址

Occupation 職業

Signature(s) of Transferor(s)  
轉讓人簽署

Signed by or on behalf of the Transferee in the presence of:  
代表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  
Nam Tai Electronics, Inc.

Address 地址

Occupation 職業

Signature of Transferee or its duly authorised agent(s)  
承讓人或其正式獲授權代表簽署

**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, or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares of HK\$0.01 each (the "NTEEP Shares") in Nam Tai Electronic & Electrical Products Limited ("NTEEP"), you should at once hand this form of acceptance and transfer and the accompanying Offer Document to the purchaser(s) or other transferee(s) or to 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 and observe any applicable 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 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.

This form should be read in conjunction with the Offer Document.

Hong Kong Exchange and Clearing Limited and The Stock Exchange of Hong Kong Limited takes 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 disclaims 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

The Independent Shareholders are advised to read the Offer Document before completing this form. To accept the voluntary conditional general cash offer made by Yu Ming Investment Management Limited ("Yu Ming") for and on behalf of Nam Tai Electronics, Inc. ("NTEI") to acquire your NTEEP Shares at a cash consideration of HK\$1.50 per NTEEP Share (the "Offer"), you should complete and sign the form of acceptance and transfer overleaf and forward this entire form, together with the relevant NTEEP 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 the whole of your holding of NTEEP Shares or, if applicable, for not less than the number of NTEEP Shares in respect of which you propose to accept the Offer, by post or by hand, marked "NTEEP Offer" to the Hong Kong branch share registrar transfer office of NTEEP, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible, but in any event to reach the Registrar by not later than 4:00 p.m. on Monday, 6th April 2009 or such later time and/or date as NTEI shall determine and announce. The provisions of Appendix II to the Offer Document which are applicable to the Offer for the NTEEP Shares are incorporated into and form part of this form.

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

To: **NTEI and Yu Ming**

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 Yu Ming for and on behalf of NTEI 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 NTEEP 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 NTEEP Shares as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instructions and authority to NTEI and/or its agent(s) to collect from NTEEP or the Registrar on my/our behalf the NTEEP Share certificate(s) in respect of the NTEEP 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 NTEEP Share certificate(s) on and subject to the terms and conditions of the Offer, as if it/they was/were NTEEP Share certificate(s) delivered to the Registrar together with this form of acceptance and transfer;
- (c) my/our irrevocable instructions and authority to NTEI and for the Registrar 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 in connection with my/our acceptance of the Offer) 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 the members of NTEEP:

*(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 capital) .....

**Address:** .....

- (d) my/our irrevocable instructions and authority to NTEI and/or such person or persons as NTEI 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 seller(s) of the NTEEP 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 irrevocable instructions and authority to NTEI and/or such person or persons as NTEI 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 NTEI and/or such person or persons as it may direct my/our NTEEP Shares;
- (f) my/our undertaking to execute such further said documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our said NTEEP Shares to NTEI, 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, made or paid by NTEEP on the NTEEP Shares on or after 24th February 2009; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by NTEI 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 in which event, I/we authorise and request you to return to me/us my/our NTEEP 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 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 NTEEP.

*Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant NTEEP Share certificate(s) has/have been collected by NTEI and/or its agent(s) from the Registrar or NTEEP on your behalf, you will be sent such NTEEP Share certificate (s) in lieu of the transfer receipt(s).*

3. I/We enclose the relevant NTEEP 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 NTEEP Shares which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgment of receipt of any form of acceptance and transfer, NTEEP Share certificate(s) and/or any other document(s) of title will be given.
4. I/We hereby warrant and represent to you that, I/we am/are the registered NTEEP Shareholder(s) of the number of NTEEP Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of such NTEEP Shares to NTEI by way of acceptance of the Offer free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights attaching to them, including the right to receive all dividends and distributions, if any, declared, paid or made by NTEEP on or after 24th February 2009.
5. I/We acknowledge that, save as expressly provided in the Offer Document, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.

## PERSONAL DATA

### Personal information collection statement

The main provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") came into effect in Hong Kong on 20th December, 1996. This Personal Information Collection Statement informs NTEEP Shareholders, as the data subject, of the policies and practices of NTEI and Yu Ming in relation to personal data and the Ordinance.

#### 1. Reasons for the collection of your personal data

From time to time it is necessary for NTEEP Shareholders to supply their latest correct personal data to NTEI and/or Yu Ming in relation to the Offer for the NTEEP Shares. Failure to supply the requested data may result in delay or inability of NTEI and/or Yu Ming to comply with the Offer terms. It is important that NTEEP Shareholders must inform NTEI and Yu Ming immediately of any inaccuracies in the data supplied.

#### 2. Purpose

Your personal data may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your application and verification of compliance with the terms and application procedures set out in this form and the Offer Document;
- conducting or assisting to conduct signature verifications, any verification or exchange of information;
- establishing benefit entitlements of the NTEEP Shareholders;
- distributing communications from NTEI and/or Yu Ming;
- making disclosure as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable NTEI and/or Yu Ming to discharge their obligations to NTEEP Shareholders and/or regulators and any other purposes to which NTEEP Shareholders may from time to time agree.

#### 3. Transfer of personal data

Personal data held by NTEI and/or Yu Ming relating to you will be kept confidential but NTEI and/or Yu Ming may, to the extent necessary for achieving the above purposes 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) your personal data to, from or with any and all of the following persons and entities:

- NTEI or any of its appointed agents such as financial advisers, receiving bankers and registrars;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to NTEI and/or Yu Ming in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or government bodies; and
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or stockbrokers, etc.

By signing this form, you agree to all of the above.

#### 4. Access to and correction of personal data

The Ordinance provides NTEEP Shareholders with rights to ascertain whether NTEI and/or Yu Ming hold their personal data, to obtain a copy of such data, and to correct any personal data that is inaccurate.

In accordance with the Ordinance, NTEI and/or Yu Ming have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and kinds of data held should be addressed to the NTEI and/or Yu Ming.

By signing this form, you agree to all of the above.

## 個人資料

### 個人資料收集聲明

個人資料(私隱)條例(「條例」)中的主要條文已於一九九六年十二月二十日在香港生效,此份個人資料收集聲明是向各NTEEP股東(資料所涉及者)說明NTEI及馮銘就個人資料及條例而制訂的政策及實際應用條文。

#### 1. 收集 閣下個人資料的原因

各NTEEP股東須不時向NTEI及/或馮銘就NTEEP股份收購建議提供最新準確個人資料。

若未能提供所需資料,或會導致NTEI及/或馮銘遵從股份收購建議條款時受到延誤或無法進行。各NTEEP股東所提供的資料如有任何不正確,必須即時知會NTEI及馮銘。

#### 2. 資料用途

閣下的個人資料可被採用及以任何方式持有及/或保存,以作下列用途:

- 處理 閣下的認購申請及核實是否遵守本表格及收購建議文件所列條款及申請手續;
- 核對或協助核對簽名或作任何核對或交換資料;
- 確立NTEEP股東的利益配額;
- 派發NTEI及/或馮銘通訊;
- 遵照法例、規則或規例的要求作出披露(不論是否法定);
- 披露有關資料以便作權利申索;及
- 與上述有關的任何其他附帶或相關目的及/或令NTEI及/或馮銘履行彼等對各NTEEP股東及/或監管機構的責任及各NTEEP股東不時同意的任何其他目的。

#### 3. 向他人提供個人資料

NTEI及/或馮銘會將 閣下的資料保密,但NTEI及/或馮銘可能會作出彼等認為必要的查詢以確定個人資料的準確性,以便資料可用作上述任何用途,尤其可能會將 閣下的個人資料向或自下列任何或所有人士及實體披露、獲取或提供有關資料(不論在香港或外地):

- NTEI或其委任的任何代理人,例如財務顧問、收款銀行及過戶登記處;
- 任何向NTEI及/或馮銘提供與其業務運作有關的行政、電訊、電腦、付款或其他服務的代理人、承包商或第三者服務供應商;
- 聯交所、證監會及任何其他監管或政府機關;及
- 與閣下有或擬有業務往來的任何其他人士或機構,例如銀行、律師、會計師或股票經紀等。

簽署本表格後,即表示閣下同意上述各項。

#### 4. 查閱及更正個人資料

條例賦予各NTEEP股東權利,審查NTEI及/或馮銘是否持有其個人資料,並有權索取資料副本及更正任何不正確的個人資料。

依據條例,NTEI及/或馮銘有權就處理任何查閱資料的要求收取合理費用。所有關於查閱或更正個人資料或關於資料政策、實際應用及資料類別的要求,應向NTEI及/或馮銘提出。

簽署本表格後,即表示閣下同意上述各項。