Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Option Offer Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Form of Option Offer Acceptance.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本購股權要約接納表格之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示,概不就因本購股權要約接納表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。
Unless the context otherwise requires, terms used in this Form of Option Offer Acceptance shall bear the same meanings as those defined in the offer document dated 21 September 2016 (the "Offer Document") issued by the Billion Expo International Limited as the Offeror (the "Offeror").

除文義另有所指外,本購股權要約接納表格所用詞彙與Billion Expo International Limited作為要約方(「要約方」)刊發日期為二零一六年九月二十一日之要約文件(「要約文件」)所界定者具有相同 編義。

ावन्त्रः Form of Option Offer Acceptance FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER. 関下如欲接納購股權要約,請使用購股權要約接納表格。



(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) || (Stock Code: 689) | (股份代號:689)

FORM OF ACCEPTANCE AND CANCELLATION OF OUTSTANDING OPTIONS IN EPI (HOLDINGS) LIMITED 長盈集團(控股)有限公司 尚未行使購股權之 接納及註銷表格

All parts should be completed 每項均須填妥

The Company Secretary, EPI (Holdings) Limited, Room 1108-09, 11/F, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong

公司秘書,長盈集團(控股)有限公司,,香港灣仔港灣道25號海港中心11樓1108-09室

upon and subject to the terms and conditions containe	onholder named below hereby accepts the Option Offer and agrees to od herein and in the Offer Document. 並同意交回下列數目的購股權以供註銷,惟須遵守本表格及要約文件	the surrender for cancellation the number of Option(s) specified below, 內之條款及條件。
Number of Option(s) surrendered for cancellation	FIGURES 數目	
交回供註銷之購股權數目	WORDS 大寫	
Details of Optionholder 購股權持有人資料	Family name 姓氏	Forename 名字
	Address 地址	
		Telephone number 電話號碼
Consideration 代價	HK\$0.01 for cancellation of each Option 就注銷各購股權而言,為0.01港元	
Signed by or for and on behalf of the Optionholder(s) ir 購股權持有人或其代表在下列見證人見證下簽署:	ALL JOINT OPTIONHOLDERS MUST SIGN HERE 所有聯名購股權持有人均需於本欄簽署	
Signature of witness 見證人簽署		
Name of witness 見證人姓名	Signature(s) of the Optionholder(s) 購股權持有人簽署	
Address of witness 見證人地址		
Occupation of witness 見證人職業		Date of submission of this Form of Option Offer Acceptance 提交本購股權要約接納表格之日期

THIS FORM OF OPTION OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this Form of Option Offer Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers.

The making of the Option Offer to the Overseas Optionholders may be prohibited or affected by the laws of the relevant jurisdictions in which they are residents. If you are an Overseas Optionholder, you should obtain appropriate legal advice regarding the implications of the Option Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Option Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, its beneficial owners and parties acting in concert with any of them, Octal Capital, GN Securities or any of their respective directors and professional advisors or any other parties involved in the Option Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Option Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Option Offer.

HOW TO COMPLETE THIS FORM

Optionholders are advised to read this Form of Option Offer Acceptance in conjunction with the Offer Document before completing this Form of Option Offer Acceptance. To accept the Option Offer jointly made by Octal Capital and GN Securities on behalf of the Offeror, you should complete and sign this form overleaf and forward this form, together with the relevant certificate(s) of the Options (if applicable) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) by post or by hand, to the Company Secretary of EPI, at Room 1108-09, 11/F, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong in an envelope, marked "EPI (Holdings) Limited – Option Offer" as soon as possible but in any event so as to reach the Company Secretary of EPI no later than 4:00 p.m. on Wednesday, 19 October 2016 or such later time and/or date as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code. The provisions contained in Appendix I of the Offer Document are incorporated into and form part of this Form of Option Offer Acceptance.

FORM OF OPTION OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror, Octal Capital and GN Securities

- 1. My execution of this Form of Option Offer Acceptance (which shall be dated and duly completed pursuant to Appendix I of the Offer Document) shall be binding on my successors and assignees, and shall constitute:
 - (a) my irrevocable acceptance of the Option Offer jointly made by Octal Capital and GN Securities on behalf of the Offeror, as contained in the Offer Document, for the consideration and on and subject to the terms therein and herein mentioned, in respect of the number of Options specified in this Form of Option Offer Acceptance;
 - (b) my irrevocable instruction and authority to each of the Offeror and/or Octal Capital and/or GN Securities and/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 Option Offer, by ordinary post at my risk to the person and the address stated below or, if no name and address is stated below, to me at the address shown on the first page of this Form of Option Offer Acceptance as soon as possible but in any event within 7 Business Days following the later of the date on which the Share Offer becomes or is declared unconditional and the date of receipt of all the relevant documents by the Company Secretary of EPI to render such acceptance complete and valid.

,	ase state the correct name and address:		
	Name: (in block letters)		
	Address: (in block letters)		
-	Address (in block leads)		

- (c) my irrevocable instruction and authority to each of the Offeror and/or Octal Capital and/or GN Securities and/or such person or persons as any of them may direct to complete and execute any document on my behalf in connection with my acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling my Options tendered for acceptance under the Option Offer;
- (d) 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 Option(s) tendered for acceptance under the Option Offer to the Offeror or such person or persons as it may direct free from all Encumbrance(s) and together with all rights accruing or attaching thereto on or after the date on which the Option Offer is made i.e. the date of the Offer Document;
- (e) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Octal Capital and/or GN Securities and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein, and
- 2. I understand that acceptance of the Option Offer by me will be deemed to constitute a representation and warranty by me to the Offeror, Octal Capital and GN Securities that (i) the number of Options specified in this Form of Option Offer Acceptance will be free from all Encumbrance(s) and together with all rights accruing or attaching thereto on or after the date on which the Option Offer is made, i.e. the date of the Offer Document; and (ii) I have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner and parties acting in concert with any of them, Octal Capital, GN Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Option Offer or my acceptance thereof, and am permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
- 3. In the event that my acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I authorise and request you to return to me my relevant certificate(s) (if applicable) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of Option Offer Acceptance duly cancelled, by ordinary post at my risk to the person and address stated in 1 (b) above.
- 4. I enclose the relevant certificate(s) (if applicable) 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 holding of the relevant Options which are to be cancelled on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any Form of Option Offer Acceptance, certificate(s) (if applicable) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
- 5. I warrant and represent to the Offeror, Octal Capital and GN Securities that I am the registered holder of the Options specified in this Form of Option Offer Acceptance and I have the full right, power and authority to cancel the Options by way of acceptance of the Option Offer.
- 6. I warrant to the Offeror, Octal Capital and GN Securities that I have satisfied the laws of the jurisdiction where my address is stated in the register of Optionholders in connection with my acceptance of the Option Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements.
- 7. I warrant to the Offeror, Octal Capital and GN Securities that I shall be fully responsible for payment of any transfer or other taxes or duties payable by me in respect of the jurisdiction where my address is located as set out in the register of Optionholders in connection with my acceptance of the Option Offer.
- 8. I acknowledge that, save as expressly provided in the Offer Document and this Form of Option Offer Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- 9. I understand that no acknowledgement of cancellation of any Option will be given.

向海外購股權持有人提出購股權要約或會受彼等居住所在之有關司法權區之法例所禁止或影響。倘 閣下為海外購股權持有人,則應自行就有關購股權要約於相關司法權區之影響徵詢適當之法律意見,或了解及遵守任何適用法例或監管規定。 閣下如欲接納購股權要約,則有責任自行確保就此全面遵守所有有關司法權區之法例及法規,包括但不限於取得可能所需之任何政府、外匯管制或其他方面之同意及任何登記或存檔,以及遵守所有必要之正式手續、監管及/或法例規定。 閣下亦須全面負責支付 閣下就相關司法權區應付之任何轉讓徵費或其他稅項及徵費。要約方、其實益擁有人及與任何彼等一致行動之人士、八方金融、結好證券或彼等各自之任何董事及專業顧問或任何其他涉及購股權要約之人士以及彼等各自之任何代理均有權就 閣下可能須付之任何稅項獲 閣下全面彌償及毋須就此承擔任何責任。 閣下接納購股權要約將被視為構成 閣下保證,表示 閣下根據一切適用法例及法規獲准收到及接納購股權要約及其任何修訂,而該接納將根據一切續用法例及法規獲准收到及接納購股權要約及其任何修訂,而該接納將根據一切續用法例及法規屬有效及具約束力。 閣下決定是否接納購股權要約時,應諮詢專業意見。

本表格填寫方法

購股權持有人務請先一併閱讀本購股權要約接納表格及要約文件後始填寫本購股權要約接納表格。 閣下如欲接納八方金融及結好證券共同代表要約方作出之購股權要約,應填妥及簽署本表格之背頁,然後將本表格並連同有關購股權證書(如適用)及/或任何其他所有權文件(及/或就此所需任何令人信納之彌償保證)盡快郵遞或專人送交長盈公司秘書,地址為香港灣仔港灣道25號海港中心11樓1108-09室,信封上面請註明「長盈集團(控股)有限公司。一購股權要約」,惟無論如何不得遲於二零一六年十月十九日(星期三)下午四時正(或要約方根據收購守則決定及公佈及於執行人員同意的條件下之較後時間及/或日期)交回長盈公司秘書。要約文件附錄一所載之條文已載入本購股權要約接納表格並構成其中部分。

有關購股權要約之購股權要約接納表格

致:要約方、八方金融及結好證券

- 1. 本人一經簽署本購股權要約接納表格(已註明日期及根據要約文件附錄一填妥),本人之承繼人及受讓人將受此約束,併表示:
 - (a) 本人就本購股權要約接納表格上所註明數目之購股權,按及受制於要約文件及本表格所載條款,不可撤回地按代價接納要約文件所載由八方金融及結好證券共同代表要約方提出之購股權要約;
 - (b) 本人不可撤回地指示及授權要約方及/或八方金融及/或結好證券及/或彼等各自之代理,各自就本人根據購股權要約之條款應得之現金代價,以「不得轉讓一只准入抬頭人賬戶」方式向本人開出劃線支票,然後盡快惟無論如何於股份要約成為或宣佈為無條件之日及長盈公司秘書接獲一切有關文件使相關接納為完整及有效之日(以較遲者為準)後七個營業日內,按以下地址以平郵方式寄予以下人士,或如無於下欄填上姓名及地址,則按本購股權要約接納表格首頁所示地址以平郵方式寄予本人,郵誤風險概由本人承擔。

請填寫正確的姓名及地址:

姓名:(請用正楷填寫)	
地址:(請用正楷填寫)	

- (c) 本人不可撤回地指示及授權要約方及/或八方金融及/或結好證券及/或彼等任何一方可能指定之有關人士,各自代表本人填妥及簽署任何有關本人接納 購股權要約之文件,以及辦理任何其他必需或權宜之手續,將本人根據購股權要約提交接納之購股權註銷;
- (d) 本人承諾透過進一步擔保於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項,以將本人根據購股權要約提交要約方或其可能指示之有關人士接納之購股權(不帶有任何產權負擔,並連同於提出購股權要約當日(即要約文件日期)或之後應計或附帶之所有權利)註銷;
- (e) 本人同意追認要約方及/或八方金融及/或結好證券及/或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何授權時可能作出或 進行之各種及每項行動或事宜;及
- 2. 本人明白本人接納購股權要約 ,將被視為構成本人向要約人、八方金融及結好證券聲明及保證(i)本購股權要約接納表格所註明購股權數目將不附帶一切產權負擔,並連同於提出購股權要約當日(即要約文件日期)或之後應計或附帶之一切權利;及(ii)本人並無採取或不採取任何行動而將或可能致使要約人、其實益擁有人及與任何彼等一致行動人士、八方金融、結好證券或任何其他人士違反任何地區與購股權要約或本人接納有關之法律或監管規定,且本人根據所有適用法例及規例獲准接獲及接納購股權要約(及其任何修訂),而根據所有適用法例及規例,該接納為有效及具有約束力。
- 3. 倘按購股權要約之條款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、授權及承諾均告終止。在此情況下,本人授權並要求 閣下將本人之相關證書(如適用)及/或其他所有權文件(及/或就此所需令人信納之彌償保證)連同已正式註銷之本購股權要約接納表格以平郵方式一併寄予上文1(b)所列之人士及地址,郵課風險概由本人承擔。
- 4. 本人茲附上本人持有之全部或部分購股權之相關證書(如適用)及/或其他所有權文件(及/或就此所需任何令人信納之彌償保證),按購股權要約之條款及條件 註銷有關購股權。本人明白任何交回之購股權要約接納表格、證書(如適用)及/或其他所有權文件(及/或就此所需令人信納之彌償保證)概不獲發收據。本人 亦了解所有文件將以平郵方式寄發目一切郵誤風險概由本人自行承擔。
- 5. 本人向要約方、八方金融及結好證券保證及聲明,本人為本購股權要約接納表格所註明購股權之登記持有人,且本人有十足權利、權力及授權透過接納購股權 要約註銷購股權。
- 6. 本人向要約方、八方金融及結好證券保證,本人已遵守在購股權持有人名冊上載列本人地址所在司法權區關於本人接納購股權要約方面之法例,包括獲得任何可能所需之政府、外匯管制或其他方面之同意及任何註冊或存檔,及遵守一切必須手續、監管及/或法律規定。
- 7. 本人向要約方、八方金融及結好證券保證,本人須就支付在購股權持有人名冊上載列本人地址所在司法權區關於本人接納購股權要約方面本人應付之任何過戶費用或其他稅項或徵費承擔全部責任。
- 8. 本人知悉,除要約文件及本購股權要約接納表格明文規定外,據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。
- 9. 本人明白將不會就任何購股權之註銷得到確認。

PERSONAL DATA

Personal Information Collection Statement

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, Octal Capital and GN Securities in relation to personal data and the Ordinance.

Reasons for the collection of your personal data

To accept the Option Offer for your Option(s), 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 is important that you inform the Offeror, Octal Capital, GN Securities and the Company immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this Form of Option Offer Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this Form of Option Offer Acceptance and the Offer Document:
- maintaining or updating the relevant register of Optionholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Option Offer;
- distributing communications from the Offeror or agents such as its financial
- compiling statistical information and the Optionholders profiles:
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise):
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror or the
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Octal Capital and/or GN Securities and/or the Company to discharge their obligations to the Optionholders and/or regulators and other purpose to which the Optionholders may from time by time agree to or be informed of

3. Transfer of personal data

The personal data provided in this Form of Option Offer Acceptance will be kept confidential but the Offeror and/or Octal Capital and/or GN Securities and/or the Company 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 agent(s), such as its financial adviser;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Octal Capital and/or GN Securities and/or the Company, in connection with the operation of its business:
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers;
- any other persons or institutions whom the Offeror, Octal Capital, GN Securities or the Company considers to be necessary or desirable in the circumstances.

Retention of personal data

The Offeror and/or Octal Capital and/or GN Securities and/or the Company will keep the personal data provided in this Form of Option Offer Acceptance for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Octal Capital, GN Securities or the Company 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, Octal Capital, GN Securities and the Company have the right to charge a reasonable fee for the processing of any data access requests. 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, Octal Capital, GN Securities and the Company.

BY SIGNING THIS FORM OF OPTION OFFER ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.

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 十日在香港生效。本收集個人資料聲明旨在知會 閣下有關要約方、八方金融及結好 證券有關個人資料及該條例之政策及慣例。

收集 閣下個人資料之原因

如 閣下就本身之購股權接納購股權要約 ,閣下須提供所需個人資料。倘 閣下未能提供所需資料,則可能導致 閣下之接納不獲受理或有所延誤。倘 閣下 提供之資料有任何不準確之處 , 閣下務須立刻通知要約方、八方金融、結好證 券及公司。

閣下於本購股權要約接納表格提供之個人資料可能會就下列用途加以運用、持有 及/或以任何方式保存

- 處理 閣下之接納及核實或遵循本購股權要約接納表格及要約文件載列之條 款及申請手續;
- 保存或更新有關購股權持有人名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 確定 閣下於購股權要約項下之獲益權利;
- 自要約方或代理(例如財務顧問)收取通信;
- 編製統計資料及購股權持有人簡歷;
- 按法例、規則或規例(無論法定或以其他方式)作出披露;
- 披露有關資料以便索償或享有有關權利;
- 有關要約方或公司業務之任何其他用徐;及
- 有關上文所述任何其他臨時或關連用途及/或以便要約方及/或八方金融及/或結好證券及/或公司履行彼等對購股權持有人及/或監管機構的責任及購股權持有人可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本購股權要約接納表格提供之個人資料將作為機密資料妥當保存,惟要約方及 不确成惟妥的政府权品使用的发展。 或八方金融及/或結好證券及/或公司為達致上述或其中任何用途,可能作出其 認為必需之查詢,以確認個人資料之準確性,尤其可向或自下列任何及所有人士 及實體披露、獲取或轉交(無論在香港境內外)該等個人資料:

- 要約方或其代理,例如其財務顧問:
- 向要約方及/或八方金融及/或結好證券及/或公司就其業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應
- 聯交所、證監會及任何監管或政府機構;
- 閣下進行交易或建議進行交易之任何其他人士或機構,例如往來銀行、 律師、會計師或持牌證券交易商;及
- 要約方、八方金融、結好證券或公司認為必需或適當情況下之任何其他人士 或機構。

4. 保留個人資料

要約方及/或八方金融及/或結好證券及/或公司將按收集個人資料之用途需要保留本購股權要約接納表格內提供之個人資料。無需保留之個人資料將會根據該 條例銷毀或處理。

5. 存取及更正個人資料

根據該條例之規定 , 閣下可確認要約方、八方金融、結好證券或公司是否持有 閣下之個人資料,並索取該資料副本,以及更正任何不正確資料。依據該條例之規定,要約方、八方金融、結好證券及公司可就索取任何資料之要求收取合理手續費。存取資料或更正資料或索取有關政策及慣例以及所持資料類別之所有 要求,須提交要約方、八方金融、結好證券及公司

閣下一經簽署本購股權要約接納表格,即表示同意上述所有條款。