

Unless the context otherwise requires, terms used in this **YELLOW** Form of Acceptance shall bear the same meanings as those defined in the offer document dated 16 December 2016 (the "Offer Document") issued by QPL International Holdings Limited.

除文義另有所指外，本黃色接納表格所用詞彙與QPL International Holdings Limited於二零一六年十二月十六日刊發之要約文件（「要約文件」）所界定者具有相同涵義。

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 **YELLOW** Form of 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 **YELLOW** Form of 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黃色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，並明確表示概不對因本黃色接納表格全部或任何部份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。

YELLOW FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

閣下如欲接納購股權要約，請使用本黃色接納及註銷表格。



L & A International Holdings Limited

樂亞國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 8195)

(股份代號：8195)

YELLOW FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS ISSUED BY L & A INTERNATIONAL HOLDINGS LIMITED

樂亞國際控股有限公司發行之購股權的黃色接納及註銷表格

All parts should be completed in full 每項均須填寫

Branch share registrar and transfer office in Hong Kong of L&A: Boardroom Share Registrars (HK) Limited

樂亞香港股份過戶登記分處：寶德隆證券登記有限公司

31/F, 148 Electric Road, North Point, Hong Kong

香港北角電氣道148號31樓

FOR THE CONSIDERATION stated below, the L&A Optionholder named below hereby accepts the Option Offer and agrees to the surrender for cancellation the number of L&A Option(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Offer Document.

下述樂亞購股權持有人謹此按下列代價接納購股權要約並同意交回下列數目的樂亞購股權以供註銷，惟須遵守本表格及隨附要約文件內之條款及條件。

Number of L&A Option(s) at the exercise price of HK\$0.0256 per L&A Share surrendered for cancellation 交回供註銷之行使價每股樂亞股份0.0256港元之樂亞購股權數目	FIGURES 數目	
	WORDS 大寫	
Details of the L&A Optionholder 樂亞購股權持有人資料	Family name 姓氏	Forename 名字
	Address 地址	
	Telephone number 電話號碼	
Consideration 代價	For every 500 L&A Options, three new ordinary shares of QPL 每500份樂亞購股權為三股QPL新普通股	

Dated this _____ day of _____ 2016/2017*

日期：二零一六年／二零一七年* _____ 月 _____ 日

Signed by the L&A Optionholder in the presence of:

樂亞購股權持有人在下列見證人見證下簽署：

Name of Witness 見證人姓名：_____

Signature of the L&A Optionholder

Signature of Witness 見證人簽署：_____

樂亞購股權持有人簽署

Address of Witness 見證人地址：_____

Occupation of Witness 見證人職業：_____

THIS YELLOW FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this YELLOW Form of 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 adviser.

QPL is making the Option Offer. The making of the Option Offer to the L&A Optionholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas L&A Optionholder having registered address outside of Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes payable by you in respect of the acceptance of the Option Offer. Acceptance of the Option Offer by you will constitute a warranty by you to QPL that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that 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.

This **YELLOW** Form of Acceptance should be read in conjunction with the Offer Document.

HOW TO COMPLETE THIS YELLOW FORM OF ACCEPTANCE

The Option Offer is conditional. L&A Optionholders are advised to read the Offer Document before completing this **YELLOW** Form of Acceptance. To accept the Option Offer made by QPL, you should complete and sign this **YELLOW** Form of Acceptance overleaf and forward this entire form together with the relevant certificate(s) of the L&A Options (if applicable) and/or other document(s) of title and/or satisfactory indemnity or indemnities required in respect thereof for the whole or in respect of part of your holding of the L&A Options or if applicable, for not less than the number of L&A Options in respect of which you intend to accept the Option Offer, by post or by hand, to **Boardroom Share Registrars (HK) Limited at 31/F, 148 Electric Road, North Point, Hong Kong no later than 4:00 p.m. on Friday, 13 January 2017 or such later time(s) and/or date(s) as QPL may determine and announce in accordance with the Takeovers Code.** The provisions of Appendix I to the Offer Document are incorporated into and form part of this **YELLOW** Form of Acceptance.

YELLOW FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS

To: QPL International Holdings Limited

1. My execution of this **YELLOW** Form of Acceptance shall be binding on my successors and assigns, and shall constitute:
 - (a) my irrevocable acceptance of the Option Offer made by QPL, 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 L&A Options specified in this form or, if no such number is specified or a greater number is specified than I am registered as the L&A Optionholder of, in respect of all such L&A Options as to which I am registered as the L&A Optionholder;
 - (b) my/our irrevocable instruction and authority to QPL and/or such person or such persons as QPL may direct for the purpose to send the share certificate(s) of QPL Shares to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my risk to the person and address stated in this paragraph below or, if no name and address are stated, to me at the registered address maintained by L&A.
(Insert here the name and address of the person to whom the share certificate(s) of QPL Shares is/are to be sent if different from the registered name and address of the L&A Optionholder.)
Name: (in **BLOCK LETTERS**)
 - Address:** (in **BLOCK LETTERS**)
 - (c) 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 L&A Option(s) surrendered for cancellation under the Option Offer; and
 - (d) my agreement to ratify each and every act or thing which may be done or effected by QPL 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.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to QPL that the number of the L&A Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the L&A Optionholder, all such L&A Options as to which I am registered as the L&A Optionholder, is/are hereby surrendered and renounced free from all liens, charges, encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights attaching to them as on or after the Closing Date.
3. In the event that my acceptance is not valid in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event, I authorise and request you to return to me this form duly cancelled, together with the L&A Option certificate(s) (if applicable), by ordinary post at my own risk to the person at the address stated in paragraph 1(b) above or, if no name and address is stated, to me at the registered address maintained by L&A.
4. I enclose the relevant L&A Option certificate(s) (if applicable) for the whole/part of my holding of the L&A Option(s) which is/are surrendered for cancellation on the terms and conditions of the Option Offer. I understand and that no acknowledgement of receipt of any **YELLOW** Form of Acceptance and/or L&A Option certificate(s) (if applicable) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
5. I hereby warrant and represent to QPL that I am the registered holder of the number of the L&A Option(s) specified in this form and I have the full right, power and authority to surrender the L&A Option(s) for cancellation by way of acceptance of the Option Offer.
6. I warrant to QPL that I have observed and are permitted under all applicable laws and regulations where my address is located as set out in the register of optionholders of L&A to accept the Option Offer, and any revision thereof; and that I have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I have paid all issue, transfer or other taxes or other required payments due from me in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations; and that I/we have not taken or omitted to take any action which will or may result in QPL or any other person involved in the Option Offer in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer.
7. I warrant to QPL that I shall be fully responsible for payment of any transfer or other taxes or duties payable by me in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Offer Document and this **YELLOW** Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
9. I understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation will be given.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of QPL and the Registrar and 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 Option Offer for your L&A 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 may also prevent or delay the despatch of the consideration to which you are entitled under the Option Offer.

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this **YELLOW** Form of Acceptance and the Offer Document;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from QPL and/or their respective agents, officers and advisers, and the Registrar;
- establishing benefit entitlements of the L&A Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the QPL; and
- any other incidental or associated purposes relating to the above and/or to enable QPL to discharge its obligations to the L&A Optionholders and/or under applicable regulations, and other purpose to which the L&A Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this **YELLOW** Form of Acceptance will be kept confidential but QPL and/or 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:

- QPL and/or any of their agents, officers and advisers, and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to QPL and/or the Registrar;
- 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 institution in securities; and
- any other persons or institutions whom QPL 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 QPL 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, QPL and/or the Registrar has 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 QPL or the Registrar (as the case may be).

BY SIGNING THIS YELLOW FORM OF ACCEPTANCE, 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QPL及過戶登記處及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」)之政策及慣例。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之樂亞購股權而接納購股權要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據購股權要約應得之代價。

2. 用途

閣下於本黃色接納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遵循本黃色接納表格及要約文件載列之條款及申請手續；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈QPL及/或彼等各自之代理、高級職員及顧問及過戶登記處之通訊；
- 確立樂亞購股權持有人之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關QPL業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及/或令QPL得以履行其對樂亞購股權持有人及/或適用法規項下之責任，以及樂亞購股權持有人可能不時同意或知悉之其他用途。

3. 轉交個人資料

本黃色接納表格提供之個人資料將會保密，惟QPL及/或過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取、轉交(無論在香港境內或香港境外地區)該等個人資料：

- QPL及/或其任何代理、高級職員及顧問及過戶登記處；
- 為QPL及/或過戶登記處提供行政、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人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- QPL及/或過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認QPL及/或過戶登記處是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，QPL及/或過戶登記處可就獲取任何資料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，須提交予QPL或過戶登記處(視乎情況而定)。

閣下一經簽署本黃色接納表格即表示同意上述所有條款。