

IMPORTANT

If you are in any doubt as to any contents of this document or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, registered institution in securities, professional accountant or other professional adviser.

TERMS DEFINED IN THE PROSPECTUS OF COMPUTECH HOLDINGS LIMITED DATED 24 APRIL 2014 (the "PROSPECTUS") HAVE THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

THIS DOCUMENT IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY OF THE PERSONS NAMED BELOW WHO WISHED TO APPLY FOR RIGHTS SHARES ADDITIONAL TO THOSE PROVISIONALLY ALLOTTED TO THEM HEREIN. APPLICATIONS MUST BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON MONDAY, 12 MAY 2014.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, made to non-participants as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from in reliance upon the whole or any part of the contents of this document.

A copy of this EAF, together with a copy of the Prospectus and the related provisional allotment letter, and the written consent referred to in the paragraphs headed "Expert and Consent" in paragraph (I) to the Prospectus have been registered by the Registrar of Companies in Hong Kong as required by section 340C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirement of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the Central Clearing and Settlement System ("CCASS") with effect from the duplicate commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

Dealings in the shares of the Company (the "Shares") and the Rights Shares in both nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

The Underwriter may terminate the Underwriting Agreement by notice in writing given to the Company at any time prior to the Latest Time for Termination, if, prior to the Latest Time for Termination:

(i) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:

- the introduction of any new regulation or any change in existing law (or regulation for the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position of the Group as a whole or is materially adverse in the context of the Rights Issue after the signing of the Underwriting Agreement; or
- the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring after the signing of the Underwriting Agreement or continuing after the signing of the Underwriting Agreement), of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position of the Group as a whole; or
- any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of the Group as a whole; or
- any act of force, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement which would, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position of the Group as a whole; or
- the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole; or
- there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or
- there is any material adverse change in market conditions including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, the PRC or other jurisdiction relevant to the Group or any member of the Group and a change in currency conditions includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it impractical or inadvisable to proceed with the Rights Issue; or

(ii) the prospectus and all amendments and supplements thereto when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws of the GEM Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company which may in the reasonable opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue.

The Underwriter shall be entitled by notice in writing to the Company to rescind the Underwriting Agreement if, prior to the Latest Time for Termination:

- any material breach of any of the warranties or undertakings of the Company contained under the Underwriting Agreement comes to the knowledge of the Underwriter; or
- any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which would render any of the warranties contained under the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

If the Underwriter exercises such rights, the Rights Issue will not proceed.

Dealings in the Rights Shares in the nil-paid forms will take place from Monday, 24 April 2014 to Wednesday, 7 May 2014 (both dates inclusive) on the Stock Exchange whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be Thursday, 15 May 2014), or in the Rights Shares in the nil-paid form during the period from Monday, 24 April 2014 to Wednesday, 7 May 2014, being the respective first and the last day of dealings in the nil-paid Rights Shares (both dates inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be returned to the applicants by cheques without interest. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in the nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional advisers.

This EAF and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

**COMPUTECH HOLDINGS LIMITED**

駿科網絡訊息有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8081)

RIGHTS ISSUE OF 560,428,810 RIGHTS SHARES OF HK\$0.10 EACH AT HK\$0.128 PER RIGHTS SHARE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO EXISTING SHARES HELD ON THE RECORD DATE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON MONDAY, 12 MAY 2014

Name(s) and address(es) of Qualifying Shareholder(s)

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

Application can only be made by the Qualifying Shareholder(s) named here.

To: The Directors,
COMPUTECH HOLDINGS LIMITED

Dear Sirs,

I/We, being the Qualifying Shareholder(s) named above of **COMPUTECH HOLDINGS LIMITED** (the "Company"), hereby irrevocably apply for _____ additional Rights Share(s) at the Subscription Price of HK\$0.128 per Rights Share under the Rights Issue in respect of which I/We enclose a separate remittance by cheque or cashier's order in favour of "**Computech Holdings Limited – Excess Application Account**" for HK\$ _____ and crossed "**Account Payee Only**" being payment in full on application for the above number of additional Rights Shares.

I/We hereby request you to allot such additional Rights Shares applied for, or any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above certificates for the number of additional Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us. I/We understand that allotments in respect of this application shall be at the sole discretion of the Directors.

I/We hereby undertake to accept such number of additional Rights Shares as may be allotted to me/us as aforesaid upon and subject to the terms set out in the Prospectus and the provisional allotment letter referred to therein and subject to the Memorandum and Articles of Association of the Company. In respect of any additional Rights Shares allotted to me/us, I/We authorise you to place my/our name(s) on the register of members of the Company as the holder(s) of such Rights Shares.

(1) _____ (2) _____ (3) _____ (4) _____

Signature(s) of applicant(s) (all joint applicants must sign)

Date: _____ Contact Telephone no.: _____

This EAF should be completed and lodged, together with payment as to HK\$0.128 per Rights Share for the total number of additional Rights Shares applied for, with the Company's Hong Kong branch share registrar and transfer office, Hong Kong Registrars Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Monday, 12 May 2014. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "**Computech Holdings Limited – Excess Application Account**" and crossed "**Account Payee Only**". Completion and return of this EAF will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories and jurisdictions other than Hong Kong, in connection with this EAF and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, HKSCC Nominees Limited, who subscribes the excess Rights Shares on behalf of CCASS participants, is not subject to the above representation and warranty.

Completion and return of this EAF together with a cheque or banker's cashier order in payment for the Rights Shares which are the subject of this EAF will constitute a warranty that the cheque or banker's cashier order will be honoured on first presentation. All cheques and banker's cashier orders will be presented for payment immediately upon receipt and all interest earned on such monies shall be retained for the benefit of the Company. If the cheque or banker's cashier order is dishonoured on first presentation, the application for excess Rights Shares is liable to be rejected.

You will be notified of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full by means of a cheque despatched by ordinary post to you by not later than Wednesday, 21 May 2014, at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, the surplus application monies will also be refunded to you by means of cheques despatched by ordinary post to you by not later than Wednesday, 21 May 2014 at your own risk. Any such cheques will be drawn in favour of the person(s) named on this form.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed to any applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken in any territory or jurisdiction outside Hong Kong to permit the offering of the Rights Shares or the distribution of any documents in connection with the Rights Issue. No person receiving the Prospectus or any of the PAL or EAF in any territory or jurisdiction outside Hong Kong may treat this as an offer or an invitation to apply for Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself as to the full observance of the laws and regulations of all relevant territories and jurisdictions, including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes and duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. The Company will not be responsible for verifying the legal qualification of such Overseas Shareholder and/or resident in such territory or jurisdiction, thus, should the Company suffer any losses or damages due to non-compliance with the relevant laws of such territory or jurisdiction by any such Overseas Shareholder and/or resident, the Overseas Shareholder and/or resident shall be responsible to compensate the Company for the same. The Company shall not be obliged to issue the nil-paid Rights Shares or fully-paid Rights Shares to any such Overseas Shareholder and/or resident, if at the Company's absolute discretion issuing the nil-paid Rights Shares or fully-paid Rights Shares to them does not comply with the relevant laws of such territory or jurisdiction. All dates or deadlines specified in this form refer to Hong Kong local time.

The Company reserves the right to refuse to accept any application for Rights Shares if it believes, or has reason to believe, that such acceptance would violate the applicable securities or other laws or regulations of any territory. No application for Rights Shares will be accepted from any person who is an Excluded Shareholder.

A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION, NO RECEIPT WILL BE GIVEN.