

Form A 表格甲

The whole of this document must be returned to be valid. 本文件必須整份交回方為有效。

Provisional Allotment Letter No. 暫定配額通知書編號

IMPORTANT 重要提示

If you are in any doubt as to any of the contents of this document or as to the action to be taken, you should obtain independent professional advice.

閣下如對本文件之任何內容或應採取之行動有任何疑問，應諮詢獨立專業意見。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON MONDAY, 12 MAY 2014 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).

此乃有價值及可轉讓文件，敬請即時處理。本文件所載之建議於二零一四年五月十二日(星期一)(或首頁「惡劣天氣之影響」一段所述之較後日期)下午4時正截止。

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, 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 document.

香港交易及結算所有限公司、香港聯合交易所有限公司(聯交所)及香港中央結算有限公司(香港結算)對本文件之內容概不負責，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文件全部或任何部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。 CAPITALISED TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS THOSE DEFINED IN THE PROSPECTUS ISSUED BY COMPUTECH HOLDINGS LIMITED (THE "COMPANY") DATED 24 APRIL 2014 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.

除文義另有所指外，本暫定配額通知書所用詞彙與駿科網絡訊息有限公司(本公司)所刊發日期為二零一四年四月二十四日之招股章程(供股章程)所界定具有相同涵義。

Dealing in the shares of the Company (the "Shares") and the Rights Shares in both nil-paid and fully-paid forms may be settled through the Central Clearing and Settlement System ("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.

本公司股份(股份)及未繳股款及繳足股款供股股份之買賣可透過香港結算管理之中央結算及交收系統(中央結算系統)交收。閣下應就該等交收安排之詳情及該等安排如何影響閣下之權利及權益，諮詢閣下之持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAF, together with a copy of the Prospectus and the EAF, and the written consent referred to in the paragraph headed "Expert and Consent" in appendix III to the Prospectus have been registered by the Registrar of Companies in Hong Kong as required by section 342C 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.

本暫定配額通知書連同招股章程及額外供股股份之申請表格，以及供股章程附錄三「專家及同意書」一段所述之同意書已遵照公司(清盤及雜項條文)條例(香港法例第32章)第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

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 CCASS with effect from the 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.

待未繳股款及繳足股款之供股股份獲准在聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券。由未繳股款及繳足股款之供股股份在聯交所開始買賣日期或香港結算可能決定之該等其他日期起，可在中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行交易之交收須於其後第二個交易日在中央結算系統內進行。所有在中央結算系統之活動均須受不時生效之中央結算系統一般規則及中央結算系統運作程序規則所規限。

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, HONG KONG REGISTRARS LIMITED AT SHOPS 1712-1716, 17TH FLOOR, HONG KONG CENTRAL, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C BELOW 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 - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲接納本文件正所指定之全部暫定配額，須將本文件整份正本帶同下列有關顯示全部港幣元款額之付款，最遲於二零一四年五月十二日(星期一)下午4時正前交回本公司之香港股份過戶登記處香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712至1716室。所有股款必須以港元支付。支票及銀行本票須分別由香港持牌銀行戶口開出及香港持牌銀行發出，註明抬頭人為「COMPUTECH HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」，並劃線註明「只准入抬頭人賬戶」。有關轉讓及分拆之指示載於本文件。本公司將亦會就該等股款發出收據。

Hong Kong branch share registrar and transfer office:

香港股份過戶登記處:

Hong Kong Registrars Limited

Shops 1712-1716, 17th Floor

Hopewell Centre

183 Queen's Road East, Wanchai, Hong Kong

香港證券登記有限公司

香港灣仔

皇后大道東183號

合和中心

17樓1712至1716室



COMPUTECH HOLDINGS LIMITED 駿科網絡訊息有限公司*

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立之有限公司)

(Stock Code: 8081)

(股份代號: 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

供股

560,428,810 股每股面值0.10港元之供股股份

每股供股股份作價0.128港元

(基準為按記錄日期每持有兩股現有股份可獲發一股供股股份)

最遲須於二零一四年五月十二日(星期一)

下午4時正前接納時全數繳足股款

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

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

合資格股東姓名及地址

Box A 甲欄

Box A

甲欄

Total number of shares of HK\$0.10 each in the capital of Computech Holdings Limited registered in your name on Wednesday, 23 April 2014

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 12 May 2014.

Box B

乙欄

Total subscription monies payable on full acceptance 於接納時應全數繳足之認購股款總額

Box C

丙欄

Contact Telephone no:

聯絡電話號碼:

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: (a) the introduction of any new regulation or any change in existing law or regulation... (ii) there is any material adverse change in market conditions... (iii) any material breach of any of the warranties or undertakings of the Company...

倘出現上述情況，包銷商有權於最後截止時限前隨時向本公司發出書面通知而終止包銷協議。倘於最後截止時限前發生以下情況，包銷商有權向本公司發出書面通知取回包銷協議。

- (i) 包銷商合理認為，供股之成功將面臨下列各項因素受到重大不利影響: (a) 樂何任何新法規或現行法例或法規(或其司法詮釋)出現任何變動或發生任何其他有關事故... (ii) 供股程序及有關修訂及補充於刊登時載有本公司於本文中日期前並未公佈或刊登有關本集團業務前景或狀況或遵守任何法律或創業板上市規則或收購守則或任何適用規則之資料...

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據。

* For identification purposes only 僅供識別

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S) AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.
於轉讓供股股份之認購權時，每一宗買賣均須繳付從價印花稅。餽贈或轉讓（並非以出售方式）實益擁有之權益亦須繳付從價印花稅。於登記轉讓本文件所指之任何供股股份之權利之前，須出示已繳付從價印花稅之證明。

Form B
表格乙

**FORM OF TRANSFER AND
NOMINATION**
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)
(僅供擬轉讓其/彼等於本暫定配額通知書所列供股股份認購權之合資格股東填寫及簽署)

To: The Directors,
COMPUTECH HOLDINGS LIMITED
致：駿科網絡訊息有限公司列位董事台照

Dear Sirs,
I/We, as the Qualifying Shareholder(s) hereby transfer all my/our rights to subscribe for the Rights Shares comprised in this provisional allotment letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：
本人/吾等作為合資格股東，茲將本暫定配額通知書所列本人/吾等之供股股份認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

(1) _____ (2) _____ (3) _____ (4) _____
Signature(s) (all joint shareholders must sign) 簽署 (所有聯名股東均須簽署)

Date 日期：_____

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註：有關轉讓 閣下之供股股份認購權須繳付香港印花稅。

Form C
表格丙

**REGISTRATION APPLICATION
FORM**
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares are being transferred)
(僅供供股股份認購權之承讓人填寫及簽署)

To: The Directors,
COMPUTECH HOLDINGS LIMITED
致：駿科網絡訊息有限公司列位董事台照

Dear Sirs,
I/We request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same upon and subject to the terms set out in this provisional allotment letter and the accompanying Prospectus and subject to the Memorandum and Articles of Association of the Company.

敬啟者：
本人/吾等謹請 閣下將表格甲內乙欄所列之供股股份數目登記於本人/吾等名下，本人/吾等同意依照本暫定配額通知書及隨附之供股章程內所載條款並在貴公司之公司組織章程大綱及細則之限制下接納此等股份。

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。				
Name in English 英文姓名	Family Name 姓氏	Other Names 名字	Name in Chinese 中文姓名	
Full Name(s) and Title(s) of Joint Applicants 聯名申請人全名及職銜				
Address in English (joint applicant should give one address only) 英文地址(聯名申請人只需填寫一個地址)				
Occupation 職業			Tel. No. 電話號碼	
Dividend Instructions 派息指示				
Name & Address of Bank 銀行名稱及地址			Bank Account No. 銀行賬戶號碼	

(1) _____ (2) _____ (3) _____ (4) _____
Signature(s) (all joint applicants must sign) 簽署 (所有聯名申請人均須簽署)

Date 日期：_____

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註：有關轉讓 閣下之供股股份認購權須繳付香港印花稅。



COMPUTECH HOLDINGS LIMITED

駿科網絡訊息有限公司*

(Incorporated in the Cayman Islands with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 8081)

(股份代號: 8081)

24 April 2014

Dear Qualifying Shareholder(s),

Reference is made to the prospectus of Computech Holdings Limited dated 24 April 2014 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein, unless the context otherwise requires. In accordance with the terms set out in the Prospectus, the Directors have provisionally allotted to you Rights Shares on the basis of one Rights Share for every two existing Shares of HK\$0.10 each registered in your name as at Wednesday, 23 April 2014 (the "Record Date") at a price of HK\$0.128 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

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. It is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of all relevant territories and jurisdictions, including the obtaining of any governmental or other consents and to pay any taxes and duties. 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.

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.

The Rights Shares, when allotted and fully-paid, will rank pari passu in all respects with the then existing Shares in issue, including the right to receive all dividends and distributions which may be declared, made or paid on or after the date of allotment of the Rights Issue.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this original PAL intact 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 (the "Registrar") together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by not later than 4:00 p.m. on Monday, 12 May 2014 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below). 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 – Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the Memorandum and Articles of Association of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C, has been physically received as described above by not later than 4:00 p.m. on Monday, 12 May 2014 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below) whether from the original allottee or any person in whose favour the rights have been transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled.

Completion and return of this PAL 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 PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, HKSCC Nominees Limited, who subscribes the Rights Shares on behalf of CCASS participants, is not subject to the above representation and warranty.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment hereunder, you must complete and sign the accompanying EAF as indicated thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar by not later than 4:00 p.m. on Monday, 12 May 2014 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below). 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". It should be noted that the allotment of excess Rights Shares will be made by the Directors on a fair and equitable basis but Shareholders are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

TRANSFER

If you wish to transfer all of your rights to subscribe for Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar so as to be received by not later than 4:00 p.m. on Monday, 12 May 2014. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under this PAL, the original PAL must be surrendered by not later than 4:30 p.m. on Wednesday, 30 April 2014 to the Registrar who will cancel the original PAL and issue new PALs in the denominations required.

EFFECT OF BAD WEATHER

The Latest Time for Acceptance, being the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Share will be postponed if there is a tropical cyclone warning signal number 8 or above; or a "black" rainstorm warning (a) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the Latest Acceptance Date, instead the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or (b) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Latest Acceptance Date, instead the Latest Time for Acceptance will be extended to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

If the Latest Time for Acceptance does not take place on the Latest Acceptance Date, the dates mentioned in this section may be affected. The Company will notify shareholders by way of announcements on any change to the expected timetable as soon as practicable.

TERMINATION OF THE UNDERWRITING AGREEMENT

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:
 - (a) the introduction of any new regulation or any change in existing law or regulation (or 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
 - (b) 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
 - (c) any materially 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
 - (d) any act of God, 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
 - (e) 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
 - (f) 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
- (ii) 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 inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) the prospectus and all amendments and supplements thereto when published contain 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 and which may in the reasonable opinion of the Underwriter be 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:

- (i) 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
- (ii) 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, 28 April 2014 to Wednesday, 7 May 2014 (both dates inclusive) on the Stock Exchange. Any Shareholders or other persons dealing or contemplating dealing in the Shares up to the date on which all conditions of the Rights Issue are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases), and any dealings in nil-paid Rights Shares between Monday, 28 April 2014 to Wednesday, 7 May 2014 (both dates inclusive), will 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.

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques and banker's cashier orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of this PAL together with a cheque or banker's cashier order in payment for the Rights Shares accepted will constitute a warranty by the applicant that the cheque or banker's cashier order will be honoured on first presentation. If any cheque or banker's cashier order is dishonoured on first presentation, this PAL is liable to be rejected, and in that event the provisional allotment and all Rights Shares given pursuant to it will be deemed to have been declined and will be cancelled.

CERTIFICATES FOR RIGHTS SHARES AND REFUND

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those entitled at their own risk on or before Wednesday, 21 May 2014. You will receive one Share certificate for all the Rights Shares issued to you.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled, the monies received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders to the registered address or such other persons on or before Wednesday, 21 May 2014.

GENERAL

Lodgement of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or certificates for Shares.

This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during normal business hours.

Yours faithfully,
For and on behalf of
COMPUTED HOLDINGS LIMITED
Zhang Xiongfang
Chairman

* For identification purposes only



COMPUTECH HOLDINGS LIMITED

駿科網絡訊息有限公司*

(於開曼群島註冊成立之有限公司)

(股份代號：8081)

敬啟者：

茲提述駿科網絡訊息有限公司就供股於二零一四年四月二十四日刊發的供股章程(「供股章程」)。除文義另有指明外，供股章程所界定之詞彙與本函件所採用者具有相同涵義。根據供股章程所載條款，董事已按於二零一四年四月二十三日(星期三)(「記錄日期」)登記於閣下名下每兩股每股面值0.10港元之現有股份可獲發一股供股股份之基準，按每股供股股份0.128港元之價格向閣下暫定配發供股股份。閣下於記錄日期持有之股份總數列於甲欄，而閣下獲暫定配發之供股股份數目列於乙欄。

本公司並無根據或遵從香港以外任何司法權區之任何適用證券法例就供股而刊發之文件登記或存案。在香港以外任何地區或司法權區亦無採取任何行動以批准提呈發售供股股份或派發就供股而刊發之任何文件。於香港以外任何地區或司法權區接獲供股章程、暫定配額通知書或額外供股股份申請表格之任何人士，概不得將之視為申請供股股份之要約或邀請，除非於有關地區或司法權區可在毋須遵照任何登記或其他法例或監管規定之情況下可合法提出該項要約或邀請。位於香港以外之任何人士如欲為其本身申請供股股份，則有責任確保已就此遵守所有有關地區及司法權區之法例及規例，包括取得任何政府或其他同意，及就此繳納任何稅項及徵稅。本公司將不會負責核實該海外股東及/或居民於有關地區或司法權區之法律資格。因此，倘本公司因任何有關海外股東及/或居民發行未繳股款之供股股份或繳足股款之供股股份不符合有關地區或司法權區之相關法例，則本公司並無義務向其發行未繳股款之供股股份或繳足股款之供股股份。

倘本公司相信或有理由相信接納任何供股股份申請將違反任何地區適用之證券或其他法例或規例，則會保留拒絕該項接納之權利。除外股東提出之供股股份申請一概不獲受理。

供股股份一經配發及繳足股款，將與當時現有已發行股份在各方面享有同等權利，包括收取可能於供股之配發日期或之後所宣派、作出或派付之一切股息及分派之權利。

接納手續

閣下如欲全數接納暫定配額，最遲須於二零一四年五月十二日(星期一)(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之較後日期)下午4時正前將本暫定配額通知書整份正本連同丙欄所示須於接納時繳付之全部股款，送交本公司之香港股份過戶登記處香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室(「過戶登記處」)。全部股款須以港元支付。支票及銀行本票須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出，註明抬頭人為「Computech Holdings Limited — Rights Issue Account」，並劃線註明「只准入抬頭人賬戶」。閣下繳付股款後即表示按照本暫定配額通知書與供股章程之條款，並在本公司之組織章程大綱及細則之規限下接納暫定配額。本公司將不就股款另發收據。

務請注意，除非本暫定配額通知書連同丙欄所示之應繳股款最遲於二零一四年五月十二日(星期一)(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之較後日期)下午4時正前由原獲配發人或任何承讓權利之人士按上文所述交回，否則此項暫定配額及一切有關權利將視為予以放棄並將予以註銷。

填妥及交回本暫定配額通知書將構成對本公司作出之保證及陳述，表明已經或將會就本暫定配額通知書及接納本暫定配額通知書正式遵守香港以外之所有有關地區及司法權區之一切登記、法定及監管規定。為釋疑起見，代表中央結算系統參與者認購供股股份之香港中央結算(代理人)有限公司不受上述聲明及保證規限。

額外供股股份

閣下如擬申請認購閣下所獲暫定配額以外之任何供股股份，必須按隨附之額外供股股份申請表格上之指示填妥及簽署表格，連同就所申請認購額外供股股份須於申請時繳足之另一筆款項，最遲於二零一四年五月十二日(星期一)(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之較後日期)下午4時正前一併交回過戶登記處。所有股款必須以港元支付。支票及銀行本票須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出，註明抬頭人為「Computech Holdings Limited — Excess Application Account」，並劃線註明「只准入抬頭人賬戶」。務請注意，額外供股股份將由董事按公平合理之基準配發，但不保證股東可獲配發全部或任何所申請之額外供股股份。

轉讓

閣下如欲將暫定配發之供股股份全部轉讓他人，須填妥及簽署轉讓及提名表格(表格乙)，並將本暫定配額通知書交予閣下欲轉讓權利之人士或經手轉讓權利之人士。承讓人則須填妥及簽署登記申請表格(表格丙)認購股份，並將本暫定配額通知書連同丙欄所示須於接納時繳足之全部股款，最遲於二零一四年五月十二日(星期一)下午4時正前交回過戶登記處。務請注意，閣下於轉讓可認購有關供股股份之權利時須繳納香港印花稅。

折細

閣下如僅接納部分暫定配額或認購閣下根據本暫定配額通知書獲暫定配額認購供股股份之部分權利轉讓，則原有暫定配額通知書最遲須於二零一四年四月三十日(星期三)下午4時30分前交回過戶登記處，而過戶登記處將註銷原有暫定配額通知書及按所要求之股份面額發出新暫定配額通知書。

惡劣天氣之影響

倘發生八號或以上熱帶氣旋警告信號，或「黑色」暴雨警告，則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限(即「最後接納時間」)將不會落實。惟有警告(a)於最後接納時間當日中午十二時正前任何本地時間在香港生效，並於當日中午十二時正後不再生效。在此情況下，則最後接納時間將順延至同一營業日下午五時正；或(b)於最後接納時間當日中午十二時正至下午四時正期間任何本地時間在香港生效。在此情況下，則最後接納時間將延至下一個營業日(於當日上午九時正至下午四時正期間任何時間上述任何警告並無在香港生效)下午四時正。

倘最後接納時間根據上述情況順延，則本節所述日期或會受到影響。倘預期時間表有任何變動，本公司將盡快刊發公佈通知股東。

終止包銷協議

倘於最後終止時限前出現下述情況，包銷商有權於最後終止時限前隨時向本公司發出書面通知而終止包銷協議：

(i) 包銷商合理認為，供股之成功進行將因下列各項而受到重大不利影響：

- 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)出現任何變動或發生任何其他有關事故(不論其性質為何)，而包銷商合理認為簽訂包銷協議後會對本集團整體業務或財務或經營狀況構成重大不利影響，或就供股而言屬重大不利；或
- 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質之事件或情況出現變動(無論是否構成在簽訂包銷協議之後所發生或持續發生之一連串事件或變動之其中一部分)，或任何地方、國家或國際間出現敵對形勢或武裝衝突或局勢惡化，或發生可能影響本地證券市場之事件，而包銷商合理認為會對本集團整體業務或財務或經營狀況構成重大不利影響；或
- 簽訂包銷協議後本集團整體業務或財務或經營狀況有任何重大不利變動；或
- 簽訂包銷協議後發生任何天災、戰爭、暴動、治安不靖、騷亂、火災、水災、爆炸、疫症、恐怖襲擊、罷工或閉廠，而包銷商合理認為對本集團之整體業務或財務或經營狀況構成重大不利影響；或
- 任何第三方於簽訂包銷協議後向本集團任何成員公司展開任何訴訟或申索，而包銷商合理認為其對本集團整體而言屬或可能屬關係重大；或
- 聯交所因特殊金融情況或其他理由而全面終止、暫停或嚴格限制股份買賣；或

(ii) 市況出現任何重大不利變動(包括但不限於香港、中國或與本集團或本集團任何成員公司相關之其他司法權區之金融或貨幣政策或外匯或貨幣市場變動、暫停或限制證券買賣、實施經濟制裁，以及貨幣狀況變動，包括香港貨幣與美元匯率關係變動)；而包銷商合理認為導致進行供股實屬不宜或不智；或

(iii) 經刊發之章程文件及其所有修訂及補充載有關於包銷協議日期前並未由本公司公開宣佈或刊發，而包銷商可能合理認為對本集團整體而言屬重要，並可能會對供股之成功造成重大不利影響(不論有關本集團之業務前景或狀況或有關本集團遵守任何法例或創業板上市規則或收購守則或任何適用法規)之資料。

倘於最後終止時限前發生以下情況，包銷商有權發出書面通知取消包銷協議：

- 包銷商得知包銷協議所載任何保證或承諾遭本公司任何重大違反；或
- 於包銷協議日期或之後及於最後終止時限前發生任何事件或事宜，而倘包銷商得知會導致包銷協議所載之任何保證在任何重大方面屬失實或不正確。

倘包銷商行使該等權利，供股將不會進行。

未繳股款供股股份將於二零一四年四月二十八日(星期一)至二零一四年五月七日(星期三)(包括首尾兩日在內)期間於聯交所進行買賣。任何股東或其他人士直至進行供股之一切條件達成之日期(及包銷商終止包銷協議的權利結束當日)期間買賣或擬買賣股份，以及於二零一四年四月二十八日(星期一)至二零一四年五月七日(星期三)(包括首尾兩日)期間買賣未繳股款供股股份，均須承擔供股或未能成為無條件或不一定進行之風險。倘供股未能進行，所收取之認購股款將不計利息以支票退還申請人。任何股東或其他人士如欲於該等期間買賣股份及/或未繳股款之供股股份而對本身之情況有任何疑問，請諮詢彼等之專業顧問之意見。

支票及銀行本票

所有支票及銀行本票均將於收訖後即時過戶，而該等款項所賺取之全部利息將撥歸本公司所有。填妥及交回本暫定配額通知書連同繳付所接納之供股股份股款之支票或銀行本票，即構成申請人對該支票或銀行本票於首次過戶時即可兌現之保證。倘任何支票或銀行本票於首次過戶時未能兌現，則本暫定配額通知書可遭拒絕受理；在此情況下，該暫定配額及據此獲得之所有供股股份將視為予以放棄並將予以註銷。

供股股份之股票及退款

預期繳足股款供股股份之股票將於二零一四年五月二十一日(星期三)或之前以普通郵遞方式寄發予有權收取之人士，郵遞風險概由彼等自行承擔。閣下將就所獲發行之全部供股股份獲發一張股票。

倘若包銷商行使權利終止或撤回包銷協議，或供股之條件未能達成，則就接納供股股份而言已收取之股款將會不計利息退還予合資格股東或已有效獲轉讓未繳股款供股股份之其他人士，或如屬聯名接納，則股款將不計利息退還予名列首位之人士，退款支票將會於二零一四年五月二十一日(星期三)或之前以普通郵遞方式寄往合資格股東之登記地址或寄予該等其他人士，郵遞風險概由有關合資格股東承擔。

一般資料

一併交回本暫定配額通知書及(如適用者)轉讓及提名表格(已由獲發本暫定配額通知書之人士簽署)後，即確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取拆細後之暫定配額通知書及/或股份之股票。

本暫定配額通知書及任何接納當中所載要約之事宜須受香港法例管轄並按其詮釋。

載述供股詳情之供股章程，於一般辦公時間內在過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)可供索取。

此致

列位合資格股東 台照

代表
駿科網絡訊息有限公司
主席
張雄峰
謹啟

* 僅供識別