

IMPORTANT

THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING PAL EXPIRES AT 4:00 P.M. ON FRIDAY, 3 FEBRUARY 2012. IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS FORM, OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

Reference is made to the prospectus (the "Prospectus") issued by Qin Jia Yuan Media Services Company Limited dated 17 January 2012 in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. A copy of each of the Rights Issue Documents (of which this form forms part), together with copies of the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, has been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance. The Registrar of Companies in Hong Kong takes no responsibility for the contents of any of these documents.

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 the Rights Issue Documents, make no representation as to their 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 the Rights Issue Documents.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both ni-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both ni-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date 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.

The Underwriter is entitled to serve notice in writing to the Company to terminate or rescind (as the case may be) the Underwriting Agreement prior to 4:00 p.m. on the business day immediately prior to the Settlement Date if:

- (1) 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 or prospects of the Group as a whole or its material assets or the content 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) 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 or prospects 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 or prospects 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
- (2) 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, in 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
- (3) the circular of the Company relating to the Rights Issue, 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 or the 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; or
- (4) any material breach of any of the warranties or undertakings of the Company contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (5) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the business day immediately before the Settlement Date which renders any of the warranties of the Company contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

Upon the Underwriter giving the termination/rescission notice referred to above to the Company, all obligations of the parties under the Underwriting Agreement shall terminate without prejudice to any rights of any party in respect of any antecedent breach of the Underwriting Agreement. If the Underwriter exercises the right of termination for the reasons set out in paragraphs (1), (2) and (3) above or rescission for the reasons set out in paragraphs (4) and (5) above, the Rights Issue will not proceed.

Dealings in the Rights Shares in the ni-paid form will take place from Thursday, 19 January 2012 to Tuesday, 31 January 2012 (both dates inclusive), if the Underwriter terminates or rescinds the Underwriting Agreement, or the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in the ni-paid form before all the conditions of the Rights Issue are fulfilled (which is expected to be at 4:00 p.m. on Wednesday, 8 February 2012) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed.



QIN JIA YUAN MEDIA SERVICES COMPANY LIMITED

勤+緣媒體服務有限公司*
(Incorporated in the Cayman Islands with limited liability)
(Stock Code : 2366)

**PROPOSED RIGHTS ISSUE IN THE PROPORTION OF
FOUR RIGHTS SHARES FOR EVERY ONE EXISTING SHARE
HELD ON THE RECORD DATE
AT HK\$0.08 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE
NOT LATER THAN 4:00 P.M. ON FRIDAY, 3 FEBRUARY 2012**

Branch Share Registrar in Hong Kong:
Union Registrars Limited
18th Floor, Fook Lee Commercial Centre
Town Place, 33 Lockhart Road
Wanchai Hong Kong

Registered office:
Scotia Centre, 4th Floor
P. O. Box 2804
George Town
Grand Cayman
Cayman Islands

Head office and principal place
of business in Hong Kong:
Flat A-C, 19th Floor
Sing Tao News Corporation Building
3 Tung Wong Road
A Kung Ngam, Shau Kei Wan
Hong Kong

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

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

To: The Directors
Qin Jia Yuan Media Services Company Limited
Dear Sir/Madam,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for _____ excess Rights Share(s) at HK\$0.08 per Rights Share under the Rights Issue in respect of which I/We enclose a separate remittance in favour of "QJY – EXCESS ACCOUNT" and crossed "ACCOUNT PAYEE ONLY" issued for HK\$ _____ being payment in full on application for the aforementioned number of excess Rights Shares and I/We hereby request you to allot such excess Rights Shares applied for, or any lesser number, to me/us and to send by ordinary post at my/our risk to the address shown above my/our share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand that the Directors will allocate the excess Rights Shares on a fair and equitable basis in proportion to the number of excess Rights Shares being applied for under each application.

I/We, hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Rights Issue Documents and subject to the memorandum and articles of association of the Company. In respect of any excess 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 holder(s) of such Rights Shares.

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicant(s) must sign)

Date: _____ 2012 Contact Tel No. _____

This form should be completed and lodged, together with payment as to HK\$0.08 per Rights Share for the number of excess Rights Shares applied for, with the Share Registrar, Union Registrars Limited at 18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong, so as to be received by not later than 4:00 p.m. on Friday, 3 February 2012. All remittances must be made in Hong Kong dollars and must be forwarded either by cheque "ACCOUNT PAYEE ONLY", all enquiries in connection with this EAF should be addressed to the Share Registrar.

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of an EAF together with a cheque or cashier's order in payment for the excess Rights Shares applied for which will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation.

The Rights Issue Documents have not been and will not be registered and/or filed under any securities or equivalent legislation of any jurisdictions other than the applicable laws in Hong Kong. The Prospectus (without the PAL and this EAF) is being sent to the Non-Qualifying Shareholders (if any) for their information only. No action has been taken by the Company to permit the offering of the Rights Shares or the distribution of the Rights Issue Documents in any territory outside Hong Kong. No person receiving a copy of the Prospectus or a PAL, or an EAF in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in a territory where 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 any person (including but without limitation, a nominee, agent and trustee) receiving the Rights Issue Documents outside Hong Kong and wishing to make an application for any Rights Shares or excess Rights Shares under the Rights Issue to satisfy himself/herself as to the full observance of the laws and regulations of all the relevant territories, including the obtaining of governmental or other consents, and payment of taxes and duties required to be paid in such territories in connection therewith. No application for excess Rights Shares will be accepted from any Non-Qualifying Shareholder. The Company reserves the right to refuse to accept any application for any excess Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

Completion and return of an EAF by any person will be deemed to constitute a representation and warranty from such person to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with the EAF and any acceptance of it, have been, or will be, duly complied with. If you are in doubt as to your position, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser. You will be notified by the Company of any allotment of excess Rights Shares made to you. If no excess Rights Shares is allotted to you, a refund cheque for the full amount (without interest) tendered on application will be posted to you at your own risk and, if the number of excess Rights Shares allotted to you is less than the number you applied for, a cheque for the surplus application monies will be posted to you at your own risk. Such posting is expected to take place on or before Friday, 10 February 2012. Any such cheque will be drawn in favour of the person(s) named on this form. It is expected that share certificate(s) in respect of the Rights Shares will be posted to you at your own risk on or before Friday, 10 February 2012.

All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto to their registered addresses by the Share Registrar. This EAF and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION

NO RECEIPT WILL BE GIVEN

For office use only

Application number	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

* For identification purposes only

重要提示

本表格具有價值及不可轉讓，並須 閣下即時處理。本文件及隨附之暫定配額通知書所載要約將於二零一二年二月三日(星期五)下午四時正屆滿。閣下如對本表格任何方面或對採取之行動有任何疑問，應諮詢 閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

茲提請勤+緣媒體服務有限公司就供股所刊登日期為二零一二年一月十七日之供股章程(「供股章程」)，除文義另有所指外，供股章程所界定之詞彙與本表格所用者具相同涵義。一份供股文件(本表格構成其中一部分)對供股章程附錄三內(送呈公司註冊處處長之文件)一段所述文件，已遵照公司條例第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對任何此等文件之內容概不負責。

香港交易所及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對供股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，概不對因供股文件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。

供股股份僅准以未繳股款及繳足股款形式於聯交所上市及買賣，以及遵守香港結算之證券收納規定；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，可自未繳股款及繳足股款供股股份自於聯交所開始買賣之日或由香港結算釐定之其他日期起，在中央結算系統內寄存、交收及結算。聯交所參與者之間任何交易均須進行之交易，須在其後第二個交收日在中央結算系統內進行結算。所有在中央結算系統進行之活動，均須依據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進行。

倘出現下列情況，包銷商有權於緊接結算日期前之營業日下午四時正前向本公司送達書面通知，禁止或廢止(視乎情況而定)包銷協議：

- (1) 包銷商合理認為任何下列事件對供股之成功造成重大不利影響：(a)於包銷協議簽訂後，推行任何新法規，或任何現有法例或法規(或其司法詮釋)之變動，或發生其他屬任何性質之事件，而包銷商合理認為可能對本集團之整體業務或財務或經營狀況或前景構成重大不利影響；或就供股而言屬重大不利性質；或(b)發生憲法、軍事、財務、經濟或其他性質之任何本地、國家或國際事件或變動(不論是否構成或於包銷協議簽訂後發生或於包銷協議簽訂後持續之一連串事件或變動之部分)，或性質為任何本地、國家或國際對行為或戰爭突發爆發或有關事態升級，或影響本地證券市場，而包銷商合理認為可能對本集團之整體業務或財務或經營狀況或前景構成重大不利影響；或(c)於包銷協議簽訂後，本集團之整體業務或財務或經營狀況有任何重大不利變動；或(d)於包銷協議簽訂後，發生任何天災、震害、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義、罷工或停工，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或前景構成重大不利影響；或(e)任何第三方於包銷協議簽訂後開始向本集團任何成員提出包銷商合理認為對本集團整體而言屬或可能屬重大之任何訴訟或索償，或由於出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之一般買賣；或
- (2) 市況出現任何重大失控(包括由於不限於財政或貨幣政策或外匯或貨幣市場變動，或證券買賣暫停或受到限制，對香港、中國或與本集團或本集團任何成員有關之其他司法權區實施經濟制裁，以及貨幣狀況出現變動，包括香港貨幣與美元整合令匯率之價值掛鈎之制度出現變動)，而包銷商合理認為使進行供股不實或不智；或
- (3) 本公司有關供股之通告、供股章程及其所有修訂及增補於刊登時載有若干於包銷協議日期前未經本公司公佈或刊發之資料(不論有關本集團業務前景或狀況或有關本集團遵守任何法例或上市規則或收購守則或任何適用法規之資料)，而此等資料令包銷商合理認為可能對本集團整體而言屬重要，並可能對供股之成功造成重大不利影響；或
- (4) 包銷商得悉包銷協議所載本公司之任何保證或承諾有任何嚴重違反；或
- (5) 包銷商得悉於包銷協議日期或之後至緊接結算日期前之營業日前發生任何事件或事情，導致包銷協議所載本公司之任何保證在任何重大方面變為不實或不確。

於包銷商向本公司發出上述禁止/廢止通知後，包銷協議訂約方之一切責任將告終止，惟並不損及任何訂約方就事關違反包銷協議權利之權利。倘包銷商行使禁止(就上文第(1)、(2)及(3)段所載原因)或廢止(就上文第(4)及(5)段所載原因)之權利，則供股將不會進行。

供股股份將於二零一二年一月十九日(星期四)起至二零一二年一月三十一日(星期二)止(包括首尾兩日)期間以未繳股款形式買賣。倘包銷商禁止或廢止包銷協議，或供股之條件未能達成，則供股將不會進行。有意於供股之條件全部達成(預期於二零一二年二月八日(星期三)下午四時正)前買賣股份及/或買賣未繳股款供股股份之股東或其他人士須承擔供股可能不會成為無條件及可能不會進行之風險。



QIN JIA YUAN MEDIA SERVICES COMPANY LIMITED

勤+緣媒體服務有限公司*

(於開曼群島註冊成立之有限公司)

(股份代號：2366)

香港股份過戶登記處：
聯合證券登記有限公司
香港灣仔
駱克道33號中央廣場
福利商業中心18樓

合資格股東姓名及地址

建議按於記錄日期每持有一股
現有股份獲配發四股供股股份之比例
以每股供股股份0.08港元進行供股
股款須於二零一二年二月三日(星期五)下午四時正前接納時全數繳足

註冊辦事處：
Scotia Centre, 4th Floor
P. O. Box 2904
George Town
Grand Cayman
Cayman Islands

香港總辦事處兼主要營業地點：
香港
筲箕灣阿公岩
東旺道3號
星島新聞集團大廈
19樓A-C室

只供名列本欄之
合資格股東申請

致：勤+緣媒體服務有限公司

列位董事

敬啟者：

本人/吾等為上列合資格股東，現謹不可撤回地根據供股以每股供股股份0.08港元申請認購 _____ 股額外供股股份，就此本人/吾等附上註明抬頭人為「**QJY - EXCESS ACCOUNT**」，並以註明「**只准入抬頭人賬戶**」劃線方式開出之獨立款項，作為須於申請認購上述額外供股股份數目所需繳付之全數股款共 _____ 港元，而本人/吾等謹此要求 閣下向本人/吾等配發所申請(或任何較少數目)之額外供股股份，並按上文所示地址，將本人/吾等就本認購申請所獲配發額外供股股份數目之股票及/或任何有關申請款項之退款支票以平郵寄予本人/吾等，郵誤風險概由本人/吾等承擔。本人/吾等明白董事將根據每份申請申請認購之額外供股股份數目，按比例公平公正地分配額外供股股份。

本人/吾等謹此承諾按按照供股文件所載之條款，並在 貴公司之組織章程大綱及細則限制下可能配發予本人/吾等上述數目之額外供股股份。本人/吾等就任何獲配發之額外供股股份授權 閣下將本人/吾等之姓名列入 貴公司之股東名冊，作為該等供股股份之持有人。

1. _____ 2. _____ 3. _____ 4. _____
申請人簽署(所有聯名申請人均須簽署)

日期：二零一二年 _____ 月 _____ 日 聯絡電話號碼： _____

本表格填妥後，連同所申請認購額外供股股份之數目以每股供股股份0.08港元計算之認購款項，須於二零一二年二月三日(星期五)下午四時正前交回股份過戶處聯合證券登記有限公司，地址為香港灣仔駱克道33號中央廣場福利商業中心18樓。所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有此等支票或銀行本票均須註明抬頭人為「**QJY - EXCESS ACCOUNT**」，並以「**只准入抬頭人賬戶**」劃線方式開出。所有有關本額外申請表格之查詢均須交由股份過戶處處理。

所有支票及銀行本票於收訖後隨即過戶，而有關款項之全部利息將撥歸本公司所有。填妥及交回之額外申請表格連同所申請認購之額外供股股份的付款支票或銀行本票，將構成申請人作出保證，表示有關支票或銀行本票將於首次過戶時可獲兌現。在不損害其他有關權利之情況下，本公司保留權利在隨附之支票或銀行本票首次過戶未能兌現時拒絕受理任何額外申請表格。

供股文件並無亦不會根據香港通用法例以外任何司法權區之任何證券或相對應法例登記及/或存檔。向不合資格股東(如有)寄發之供股章程(並無隨附暫定配額通知書及本額外申請表格)乃僅供彼等參考。本公司概無採取任何行動以批准於香港以外任何地區呈發供股股份或派發供股文件。在香港以外任何地區接獲供股章程、暫定配額通知書或額外申請表格之人士，除非於有關地區可合法提出有關要約或邀請而毋須辦理任何登記手續或符合其他法律或監管規定，否則不得視作接獲供股章程、暫定配額通知書或額外申請表格為申請認購供股股份或額外供股股份之要約或邀請。在香港以外地區接獲供股文件而有意根據供股申請認購任何供股股份或額外供股股份之任何人士(包括但不限於代理人、代理人及受託人)，有責任自行全面遵守所有有關地區之法律及規例(包括取得政府或其他同意及繳付該等地區就此而規定繳付之任何稅項及徵稅)。本公司不會接納不合資格股東就額外供股股份之申請。倘本公司相信接納任何額外供股股份之申請會觸犯香港以外任何司法權區之適用證券或其他法律或規例，則本公司保留權利拒絕接納有關申請。

任何人士填妥及交回額外申請表格，將被視為向本公司表明及保證，該人士已經或將會妥為遵守所有有關司法權區關於額外申請表格及其任何接納之一切登記、法律及監管規定。閣下如對本身之情況有疑問，應諮詢 閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。閣下將獲本公司通知有關 閣下所獲配發之任何額外供股股份。倘 閣下未獲配發任何額外供股股份，則 閣下在申請認購時所付全數款項(不計利息)之退款支票及如 閣下獲配發之額外供股股份數目少於所申請認購之數目，則多繳申請款項之支票預期將於二零一二年二月十日(星期五)或之前寄發予 閣下，郵誤風險概由 閣下自行承擔。任何有關支票將以名列本表格之人士為抬頭人。預期有關供股股份之股票將於二零一二年二月十日(星期五)或之前寄發予 閣下，郵誤風險概由 閣下自行承擔。

所有文件(包括應付款項之支票)將由股份過戶處以平郵按有關申請人或其他應得人士之登記地址寄發予彼等，郵誤風險概由彼等承擔。本額外申請表格及根據其所作之所有申請均須受香港法例規管，並按其詮釋。

每份申請須隨附一張獨立開出之支票或銀行本票

本公司將不另發收據

此欄只供本公司填寫

申請編號	申請認購之額外供股股份數目	已付申請款額	退還餘額
		港元	港元

* 僅供識別