

THE WHOLE OF THIS DOCUMENT MUST BE RETURNED TO BE VALID.
本文件必須整份交還，方為有效

IMPORTANT
重要提示

Application no.
申請表格編號

THIS ASSURED ALLOTMENT APPLICATION FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE BY THE QUALIFYING SHAREHOLDER(S) NAMED BELOW ONLY. THE OPEN OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON FRIDAY, 3 JUNE 2011 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).

IF YOU ARE IN ANY DOUBT ABOUT THIS ASSURED ALLOTMENT APPLICATION FORM, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

A copy of this assured allotment application form, together with a copy of the prospectus of Finet Group Limited (the "Company") dated 20 May 2011 (the "Prospectus"), and the written consent by HLB Hodgson Impey Cheng have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies Ordinance. The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

The Underwriting Agreement contains provisions granting the Underwriter, the ability to terminate its obligations thereunder by notice in writing on the occurrence of certain events. The Underwriter may terminate its commitment under the Underwriting Agreement at any time prior to 4:00 p.m. on the second business day after the Acceptance Date if, prior to such time, (i) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will, in the reasonable opinion of the Underwriter, have a material and adverse effect on the business, financial or trading position of the Company; or (ii) the Underwriter shall receive notification pursuant to the provisions of the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Open Offer; or (iii) the Company shall, after any matter or event referred to in the Underwriting Agreement has occurred or come to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company; (iv) there shall be: (a) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation or application thereof by any court or other competent authority, whether in Hong Kong or elsewhere); or (b) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date thereof) of a political, military, financial, industrial, economic, taxation, exchange control or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict, or affecting local securities market; or (c) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or (d) any material adverse change in the financial or trading position of the Group as a whole; or (e) there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or (f) the commencement by any third party of any litigation or claim against any member of the Group which is or might be material to the Group taken as a whole; or (g) the imposition of economic or other sanctions, in whatever form directly or indirectly, on Hong Kong, the PRC or other jurisdiction relevant to the Group or any member of the Group, and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Open Offer or make it inadvisable or inexpedient to proceed with the Open Offer.

包銷協議載有條款，授予包銷商權利於若干事件發生時以書面通知止其於協議項下責任。倘於接納日期後第二個營業日下午四時正前發生下列事件，則包銷商可於有關時間隨時終止其於包銷協議項下責任：(i) 本公司嚴重違或未有履行根據包銷協議明確須由其承擔的任何責任、承諾、聲明或保證，倘有關違反或未有履行在包銷商的合理意見認為，對本公司的業務、財務或經營狀況造成嚴重不利影響；或(ii) 包銷商獲通知或在其他方面知悉，包銷協議載有之任何聲明或保證於發出時為不真實或不準確，或倘該包銷協議所載重申時則為不真實或不準確，而包銷商合理認為，任何不真實之聲明或保證即表示或很可能表示本集團之整體業務、財務或經營狀況或前景有重大不利改變，或很可能會對公開發售造成重大不利影響；或(iii) 包銷協議所述任何事項或事件發生或包銷商已注意到該等事項或事件後，本公司未能按包銷商合理要求之方式（就該等內容而言屬適合）盡快發出任何公佈或通告（經發登載文件後）以防止本公司證券出現過熱情況；或(iv) 發生下列事件：(a) 發生任何新法例或規例或對現行法例或規例作出（不論為香港或任何各地的）任何法院或其他主管機關對其司法解釋或應用作出任何變動；或(b) 任何地方、國家或國際出現政治、軍事、金融、工業、經濟、稅務、外匯管制或貨幣（包括香港貨幣與美元或合眾國貨幣價值掛鈎之制度出現變動）或其他性質（不論與上述任何性質同類與否）之事件或事態變化（不論是發生於包銷協議日期之前及/或之後發生或持續發生之連串事件或變化之一部分）；或(c) 任何地方、國家或國際出現政治、軍事、金融、工業、經濟、稅務、外匯管制或貨幣（包括香港貨幣與美元或合眾國貨幣價值掛鈎之制度出現變動）或其他性質（不論與上述任何性質同類與否）之事件或事態變化（不論是發生於包銷協議日期之前及/或之後發生或持續發生之連串事件或變化之一部分）；或(d) 任何地方、國家或國際出現政治、軍事、金融、工業、經濟、稅務、外匯管制或貨幣（包括香港貨幣與美元或合眾國貨幣價值掛鈎之制度出現變動）或其他性質（不論與上述任何性質同類與否）之事件或事態變化（不論是發生於包銷協議日期之前及/或之後發生或持續發生之連串事件或變化之一部分）；或(e) 由於出現特殊之金融狀況或其他原因而禁止、暫停或嚴格限制本公司股份在聯交所之一般買賣；或(f) 任何第三者在香港或任何地方對本公司提出對本集團整體而言屬重大或可能屬重大之任何訴訟或索償；或(g) 直接或間接以任何形式對香港、中國或與本集團或本集團任何成員公司有關之其他司法權區實施經濟或其他制裁；而包銷商合理認為，有關變動會對本集團整體業務、財務及經營狀況或前景或公開發售之成功構成重大不利影響，或導致進行公開發售屬不具及不利。

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 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及香港中央結算有限公司對本文件的內容概不負責，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倚賴該等內容而引致的任何損失承擔任何責任。

Terms defined in the Prospectus bear the same meanings when used herein unless the context otherwise requires.

除文義另有所指外，本文件內所採用之詞彙與發售章程所界定者具有相同涵義。

Branch Share Registrar in Hong Kong:
Computershare Hong Kong Investor Services Limited
Rooms 1712-1716, 17th Floor,
Hopewell Centre,
183 Queen's Road East,
Wanchai,
Hong Kong.

香港股份過戶登記分處：
香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心17樓1712-1716室



財華社
FINET

FINET GROUP LIMITED

財華社集團有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 8317)

(於開曼群島註冊成立的有限公司)

(股份代號：8317)

OPEN OFFER OF 352,655,104 OFFER SHARES ON
THE BASIS OF FOUR OFFER SHARES FOR EVERY ONE
CONSOLIDATED SHARE HELD ON THE RECORD DATE
公開發售352,655,104股發售股份

基準為於記錄日期每持有一股已合併股份獲發四股發售股份

PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER
THAN 4:00 P.M. ON FRIDAY, 3 JUNE 2011

股款須不遲於二零一一年六月三日（星期五）下午四時正接納時全數繳足

ASSURED ALLOTMENT APPLICATION FORM
保證配額申請表格

Principal place of business
in Hong Kong:
Room C,
11th Floor,
Bank of East Asia Harbour View Centre,
56 Gloucester Road,
Wan Chai,
Hong Kong

香港主要營業地點：
香港
灣仔
告士打道56號
東亞銀行香港中心
11樓C室

Registered office:
註冊辦事處:
Cricknet Square
Hutchins Drive,
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

20 May 2011
二零一一年五月二十日

Name(s) and address of Qualifying Shareholder(s) 合資格股東姓名及地址

Blank box for Name(s) and address of Qualifying Shareholder(s)

Box A 甲欄 Number of Shares registered in your name(s) on 19 May 2011
二零一一年五月十九日登記於閣下名下之股份數目
Box B 乙欄 Number of Offer Shares available to you on an assured basis subject to payment in full on acceptance by not later than 4:00 p.m. on Friday, 3 June 2011
可供閣下申請之發售股份保證配額數目，股款須於接納時（不遲於二零一一年六月三日（星期五）下午四時正）繳足
Box C 丙欄 Amount payable if your assured entitlement to the Offer Shares are applied for and accepted in full.
倘閣下申請之發售股份保證配額時之應付款項：
HK\$
港元
Box D 丁欄 No. of Offer Shares applied for
申請認購之發售股份數目
Remittance enclosed
隨附之股款
HK\$
港元

Acceptance can only be made by the addressee(s) named above
認購申請僅可由上述收件人作出。

If you wish to accept only part of your entitlements, please fill in the number of Offer Shares and the remittance enclosed in Box D:
倘閣下僅欲申請部分配額，請在丁欄填上申請發售股份數目及隨附之股款：

You are entitled to apply for the Offer Shares subject to the terms and conditions set out in the Prospectus and this assured allotment application form. Subject as mentioned in the Prospectus, such assured entitlement is made to Qualifying Shareholders whose names were on the register of members of the Company on 19 May 2011 in the proportion of 4 Offer Shares for every 1 Consolidated Share held. Your assured entitlement is set out in Box B above.

Note: Under bad weather conditions, the Acceptance Date will be postponed. For details, please refer to the paragraph headed "Effect of bad weather" overleaf.
附註：在惡劣天氣情況下，接納日期將會延遲。詳情請參閱背頁「惡劣天氣之影響」一段。



財華社
FINET

FINET GROUP LIMITED

財華社集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8317)

(於開曼群島註冊成立的有限公司)

(股份代號：8317)

To: **Finet Group Limited**
致：財華社集團有限公司

Dear Sirs,

I/We, being the registered holder(s) stated overleaf of the Shares in Finet Group Limited (the "Company"), enclose a remittance for the amount payable in full on application at a price of HK\$0.25 per Offer Share for the number of assured entitlement of Offer Shares specified in Box B overleaf or (if Box D is completed) for such number of Offer Shares specified in Box D overleaf which is less than my/our assured entitlement.

I/We hereby apply for such number of Offer Shares in respect of which this application is made on the terms and conditions of the Company's prospectus dated 20 May 2011 and subject to the Memorandum and Articles of Association of the Company and I/we hereby undertake and agree to apply for the same or any lesser number of such Offer Shares in respect of which this application may be made.

I/We authorise the Company to place my/our name(s) on the register of members of the Company as the holder(s) of Offer Shares or any lesser number of Offer Shares as aforesaid and to send share certificate(s) in respect thereof by ordinary post at my/our risk to the address specified overleaf. I/We have read the conditions and application procedures set out overleaf and agree to be bound thereby.

敬啟者：

本人／吾等為背頁所列財華社集團有限公司（「公司」）股份之登記持有人，現申請認購背頁乙欄指定之發售股份保證配額數目或（倘已填寫丁欄）背頁丁欄所註明少於本人／吾等之保證配額之有關發售股份數目，並附上按每股發售股份0.25港元之價格計算須於申請時繳足之全數股款。

本人／吾等謹此根據公司於二零一一年五月二十日刊發之發售章程所載之條款及條件，以及公司之組織章程大綱及細則，申請認購本份申請所涉及之有關數目之發售股份，而本人／吾等謹此承諾並同意申請認購相等於或少於與本份申請有關之發售股份數目。

本人／吾等謹此授權公司將本人／吾等之姓名列入公司之股東名冊，作為上述有關數目或較少數目之發售股份之持有人，並請公司將有關股票按背頁地址以平郵方式寄予本人／吾等，郵誤風險概由本人／吾等承擔。本人／吾等已細閱背頁所載各項條件及申請手續，並同意全部遵守。

Please insert contact telephone number
請填上聯絡電話號碼

Signature(s) of Qualifying Shareholder(s)
(all joint Qualifying Shareholders must sign)
合資格股東簽署
(所有聯名股東均須簽署)

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

Date _____ 2011

日期：二零一一年 _____ 月 _____ 日

Details to be filled in by Qualifying Shareholder(s):

請合資格股東填妥以下詳情：

Number of Offer Shares applied for (being the total specified in Box D or failing which the total Specified in Box B)* 申請認購之發售股份數目 (即丁欄或(如未有填妥)乙欄所列明之總數)*	Total amount of remittance (being the total specified in Box D or failing which the total specified in Box C) 股款總額(即丁欄或(如未有填妥)丙欄所列明之總額)	Name of bank on which cheque/cashier's order is drawn* 支票／銀行本票之付款銀行名稱*	Cheque/cashier's order number 支票／銀行本票號碼
	HK\$ 港元		

The number of Offer Shares applied for may be the same as, or less than the number of Offer Shares shown in Box B overleaf. If no number is inserted in the boxes above this paragraph, you will be deemed to have applied for the number of Offer Shares for which payment has been received. If the amount of the remittance received is less than that required for the number of Offer Shares inserted, you will be deemed to have applied for the number of Offer Shares for which payment has been received. Acceptance will be deemed to have been made for a whole number of Offer Shares.

閣下申請之發售股份數目可相等於或少於背頁乙欄所示之發售股份數目。倘 閣下並無於本段上方各欄填寫有關數目，則 閣下將被視作申請相等於已繳股款之發售股份數目。倘已繳股款少於所填寫發售股份數目所需金額，則 閣下將被視作申請相等於已繳股款之發售股份數目，並將視為接納完整數目之發售股份。

+ Cheques or cashier's orders should be crossed "Account Payee Only" and made payable to "Finet Group Limited — Open Offer Account" (See the section headed "Procedures for application and payment" on the reverse side of this form).

+ 支票或銀行本票須以「只准入抬頭人賬戶」方式並以「Finet Group Limited — Open Offer Account」為抬頭人劃線開出（詳情請參閱本表格背頁「申請及付款手續」一節）。



財華社
FINET

FINET GROUP LIMITED

財華社集團有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 8317)

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and subject to the conditions set out in the prospectus of Finet Group Limited dated 20 May 2011 ("Prospectus"), the Company is offering to the Qualifying Shareholders 4 Offer Shares for every 1 Consolidated Share registered in their names on 19 May 2011 ("Record Date"). Your holding of Shares as at the Record Date is set out in Box A and the number of Offer Shares offered to you, on an assured basis, is set out in Box B. Terms defined in the Prospectus have the same meanings when used herein unless the context otherwise requires.

The Prospectus Documents issued in connection with the Open Offer have not been and will not be registered or filed under any applicable securities or equivalent legislation of any jurisdiction other than Hong Kong. No action has been taken in any territory other than Hong Kong to permit the offering of Offer Shares or the distribution of any documents issued in connection with the Open Offer (save that copies of the Prospectus will be sent to the Non-Qualifying Shareholders for their information only). Accordingly, no Offer Shares will be offered to any Non-Qualifying Shareholders and no assured allotment application forms will be accepted from the Non-Qualifying Shareholders. Offer Shares which would otherwise have been offered to the Non-Qualifying Shareholders and Offer Shares not accepted by the Qualifying Shareholders will form part of the underwritten Shares.

The Offer Shares (when allotted, issued and fully-paid) will rank pari passu in all respects with the then issued Shares on the date of allotment of the Offer Shares in fully-paid form, including the right to receive all dividends and distributions which may be declared, made or paid on or after such date.

PROCEDURES FOR APPLICATION AND PAYMENT

To take up your assured entitlement (either equal to or less than the number of Offer Shares shown in Box B) of Offer Shares, you must lodge the whole of this assured allotment application form intact with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out either in Box C or Box D, so as to be received by the Company's branch share registrar in Hong Kong not later than 4:00 p.m. on Friday, 3 June 2011 (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, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Finet Group Limited — Open Offer Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the terms of this assured allotment application form and the Prospectus and subject to the Memorandum and Articles of Association of the Company. No receipt will be issued for sums received on application. Share certificate(s) for any Offer Shares in respect of which the application is accepted will be sent to the Qualifying Shareholders, and in the case of joint Qualifying Shareholders, to the first-named Qualifying Shareholders, by ordinary post at their own risk at the address stated overleaf on or before Tuesday, 14 June 2011.

It should be noted that unless this assured allotment application form, together with the appropriate remittance for the amount shown in either Box C or Box D, have been lodged as described above by not later than 4:00 p.m. on Friday, 3 June 2011 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below), this assured allotment application form and all rights hereunder will be deemed to have been declined and the relevant Offer Shares will be taken up by the Underwriter.

NON-QUALIFYING SHAREHOLDERS

No person receiving a copy of the Prospectus or the assured allotment application form in any territory or jurisdiction outside Hong Kong may treat it as an offer or an invitation to apply for the Offer 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 any person outside Hong Kong wishing to make an application for Offer Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of all relevant jurisdiction, including obtaining any government or other consents, and payment of any taxes and duties required to be paid in such jurisdiction in connection therewith.

Completion and return of this assured allotment application form will constitute a warranty and representation by the relevant applicant(s) to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong in connection with the acceptance of the Offer Shares have been duly complied with by such applicant(s).

If you are in any doubt as to your position, you should consult your professional advisers.

EFFECT OF BAD WEATHER

The latest time for acceptance and payment for the Offer Shares will not take place on the Acceptance Date if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning:

- in force in Hong Kong at any local time before 12:00 noon but no longer in force after 12:00 noon on the Acceptance Date. Instead the latest time for acceptance of and payment for the Offer Shares will be extended to 5:00 p.m. on the same Business Day;
- in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Acceptance Date. Instead the latest time for acceptance of and payment for the Offer Shares will be rescheduled 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 of and payment for the Offer Shares does not take place on the Acceptance Date, the dates mentioned in the timetable set out in the Prospectus may be affected. An announcement will be made by the Company in such an event as soon as practicable.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate its commitment under the Underwriting Agreement at any time prior to 4:00 p.m. on the second business day after the Acceptance Date if, prior to such time:

- the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will, in the reasonable opinion of the Underwriter, have a material and adverse effect on the business, financial or trading position of the Company; or
 - the Underwriter shall receive notification pursuant to the provisions of the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Open Offer; or
 - the Company shall, after any matter or event referred to in the Underwriting Agreement has occurred or come to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company;
- (iv) there shall be:
- an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation or application thereof by any court or other competent authority, whether in Hong Kong or elsewhere); or
 - any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date thereof) of a political, military, financial, industrial, economic, taxation, exchange control or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict, or affecting local securities market; or
 - any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
 - any material adverse change in the financial or trading position of the Group as a whole; or
 - there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the shares of the Company generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or
 - the commencement by any third party of any litigation or claim against any member of the Group which is or might be material to the Group taken as a whole; or
 - the imposition of economic or other sanctions, in whatever form directly or indirectly, on Hong Kong, the PRC or other jurisdiction relevant to the Group or any member of the Group, and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Open Offer or make it inadvisable or inexpedient to proceed with the Open Offer.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and lodgement of this assured allotment application form together with a cheque or cashier's order in payment of the Offer Shares applied for will constitute a warranty that the cheque or cashier's order will be honoured upon first presentation. If any cheque or cashier's order is not honoured upon first presentation, this assured allotment application form is liable to be rejected, and in that event your assured entitlement and all rights thereunder will be deemed to have been declined and will be cancelled.

CERTIFICATES FOR THE OFFER SHARES

It is expected that certificates for the fully-paid Offer Shares will be despatched by ordinary post to those entitled thereto to their registered addresses at their own risk on or before Tuesday, 14 June 2011.

GENERAL

Lodgement of this assured allotment application form 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 relevant certificates of the Offer Shares.

All documents, including cheques for the amounts due, will be sent by ordinary post at the risk of the persons entitled thereto to their registered addresses.

The terms and conditions relating to application for the Offer Shares as contained in the Prospectus shall apply. This assured allotment application form and any application for the Offer Shares pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

Copies of the Prospectus giving details of the Open Offer are available at the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

For and on behalf of the Board
Finet Group Limited
Lo Yuk Yee
Chairman



財華社
FINET

FINET GROUP LIMITED
財華社集團有限公司
(於開曼群島註冊成立的有限公司)
(股份代號：8317)

敬啟者：

緒言

根據財華社集團有限公司日期為二零一一年五月二十日之發售章程(「發售章程」)所載條款及在其條件規限下，本公司向合資格股東提呈按於二零一一年五月十九日(「記錄日期」)登記於彼等名下之每股已合併股份獲發四股發售股份之基準發售股份。閣下於記錄日期持有之股份數目載於甲欄，而按保證基準提呈予閣下之發售股份數目則載於乙欄。除文義另有所指外，本文件所用詞彙與發售章程所界定者具相同涵義。

就公開發售刊登之章程文件並無及將不會根據香港以外任何司法權區之任何適用證券或對等法例登記或存檔。本公司並無於香港以外任何地區採取任何行動，以獲准提呈發售股份或派發任何就公開發售刊登之文件(將向非合資格股東寄發僅供參考之發售章程除外)。因此，非合資格股東將不獲提呈任何發售股份，而非合資格股東交回之保證配額申請表格將不會受理。非合資格股東原應獲提呈之發售股份及未有獲合資格股東接納之發售股份將作為包銷股份。

發售股份於配發、發行及繳足股款後，將在各方面與於發售股份以繳足方式配發日期之當時已發行股份享有同等權益，包括收取於當日或之後可能宣派、作出或派付之一切股息及分派之權利。

申請及付款手續

閣下如欲承購發售股份之保證配額(相等於或少於乙欄所示之發售股份數目)，則須將本保證配額申請表格整份連同丙欄或丁欄所載接納時應付之全數股款，最遲於二零一一年六月三日(星期五)下午四時正(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述有關較後日期)前送達本公司之香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。所有股款須以港元支付。支票須由香港持牌銀行賬戶開出或銀行本票須由香港持牌銀行發出，以「只准入抬頭人賬戶」劃線方式開出，註明抬頭人為「Finet Group Limited — Open Offer Account」。有關付款將構成接納本保證配額申請表格及發售章程之條款，並受本公司之組織章程大綱及細則所規限。接獲之申請股款將不會獲發收據。所接納申請之任何發售股份之股票將於二零一一年六月十四日(星期二)或之前按背頁所示地址以平郵寄發予合資格股東(倘為聯名合資格股東，則為名列首位之合資格股東)，郵誤風險概由彼等自行承擔。

務請注意，除非本保證配額申請表格連同丙欄或丁欄所示之適當股款已如上文所述最遲於二零一一年六月三日(星期五)下午四時正(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述有關較後日期)交回，否則本保證配額申請表格及一切有關權利將被視作放棄，而相關發售股份將由包銷商接納。

非合資格股東

除非在有關司法權區毋須遵守任何登記規定或其他法律或監管規定可合法提呈要約或邀請，否則於香港境外任何地區或司法權區接獲發售章程或保證配額申請表格之人士，不得視作申請發售股份之要約或邀請。任何香港境外之人士如有意申請發售股份，則有責任遵守一切有關司法權區之法例及規例，包括取得任何政府或其他同意及支付有關司法權區須就此支付之任何稅項及費。

填妥及交回本保證配額申請表格將構成相關申請人向本公司保證及聲明該等申請人已妥為遵守香港以外所有相關地區有關接納發售股份之所有登記、法律及監管規定。

閣下如對本身之情況有任何疑問，應諮詢閣下之專業顧問。

惡劣天氣之影響

在以下情況下，接納發售股份及支付股款之最後時限將不會是接納日期：倘香港在以下時間懸掛八號或以上熱帶氣旋警告訊號或「黑色」暴雨警告訊號：

- 於接納日期中午十二時正前任何本地時間，但於中午十二時正後不再生效，則接納發售股份及付款之最後時限將會延長至同一營業日下午五時正；
- 於接納日期中午十二時正至下午四時正之間之任何本地時間，則接納發售股份及付款之最後時限將會重新定於下一個營業日下午四時正，而該營業日上午九時正至下午四時正期間之任何時間並無該等警告訊號生效。

倘接納發售股份及付款之最後時限並無定於接納日期，則載於發售章程內之時間表所述之日期或會受到影響。在此情況下，本公司將盡早作出公佈。

終止包銷協議

倘於接納日期後第二個營業日下午四時正前發生下列事件，則包銷商可於有關時間前隨時終止其於包銷協議項下責任：

- 本公司嚴重違反或未有履行根據包銷協議明確須由其承擔的任何責任、承諾、聲明或保證，而有關違反或未有履行在包銷商的合理意見認為，對本公司的業務、財務或經營狀況造成嚴重不利影響；或
- 包銷商根據包銷協議條文接獲相關通知或在其他方面知悉，包銷協議載有之任何聲明或保證於發出時為不真實或不準確，或倘按包銷協議所載重申時則為不真實或不準確，而包銷商合理認為，任何不真實之聲明或保證即表示或很可能表示本集團之整體業務、財務或經營狀況或前景有重大不利改變，或很可能會對公開發售造成重大不利影響；或
- 於包銷協議所述任何事項或事件發生或包銷商已注意到該等事項或事件後，本公司未能按包銷商合理要求之方式(就該等內容而言屬適合)盡快發出任何公佈或通函(經寄發章程文件後)以防止本公司證券出現造市情況；
- 發生下列事件：
 - 頒佈任何新法例或規例或對現行法例或規例作出(或(不論為香港或任何各地的)任何法院或其他主管機關對其司法詮釋或應用作出)任何變動；或
 - 任何地方、國家或國際出現政治、軍事、金融、工業、經濟、稅務、外匯管制或貨幣(包括香港貨幣與美利堅合眾國貨幣價值掛鈎之制度出現變動)或其他性質(不論與上述任何性質同類與否)之事件或事態變化(不論是否屬於包銷協議日期之前及/或之後發生或持續發生之連串事件或變化之一部分)，或任何地方、國家或國際爆發任何性質之敵對狀態或暴亂或武裝衝突，或有關狀況升級，或影響本地證券市場之事件；或
 - 任何天災、戰爭、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖襲擊、罷工或停工；或
 - 本集團的整體財務或經營狀況出現任何重大不利變動；或
 - 由於出現特殊之金融狀況或其他原因而禁止、暫停或嚴格限制本公司股份在聯交所之一般買賣；或
 - 禁止、暫停或嚴格限制證券在聯交所之一般買賣；或
 - 任何第三者向本集團任何成員公司提出對本集團整體而言屬重大或可能屬重大之任何訴訟或索償；或
 - 直接或間接以任何形式對香港、中國或與本集團或本集團任何成員公司有關之其他司法權區實施經濟或其他制裁，而包銷商合理認為，有關變動會對本集團整體業務、財務及經營狀況或前景或公開發售之成功構成重大不利影響，或導致進行公開發售屬不宜及不智。

支票及銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而有關股款所賺取之所有利息(如有)將撥歸本公司所有。填妥並交回本保證配額申請表格及支付申請發售股份股款之支票或銀行本票將構成申請人保證有關支票或銀行本票將於首次過戶時兌現。倘任何支票或銀行本票於首次過戶時未能兌現，則本保證配額申請表格可遭拒絕受理，而在此情況下，閣下之保證配額及其項下所有權利將被視作放棄及將予註銷。

發售股份之股票

預期繳足股款發售股份之股票將於二零一一年六月十四日(星期二)或之前以平郵寄予有權獲取人士之登記地址，郵誤風險概由彼等自行承擔。

一般事項

預定由獲發本保證配額申請表格之人士簽署之本保證配額申請表格一經交回，即為交回上述文件之人士有權處理本保證配額申請表格，並有權收取有關發售股份股票之最終憑證。

所有文件(包括應付款項之支票)將以平郵寄予有權獲取人士之登記地址，郵誤風險概由彼等自行承擔。

發售章程所載有關申請發售股份之條款及條件將適用。本保證配額申請表格及據此提出之任何發售股份申請均受香港法例管轄，並按其詮釋。

載有公開發售詳情之發售章程於本公司之香港股份過戶登記分處香港中央證券登記有限公司可供索取，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。

此致

列位合資格股東 台照

代表董事會
財華社集團有限公司
主席
勞玉儀