

IMPORTANT
重要提示

THIS FORM IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON FRIDAY, 3 FEBRUARY 2012.

本表格具有價值及可轉讓，並須閣下即時處理。本文件及隨附之額外申請表格所載的資料將於二零一二年二月三日(星期五)下午四時正截止。如閣下對本表格任何方面或對處理之行動有任何疑問，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。

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.

在提呈給聯合證券有限公司發售股份日期為二零一二年一月十七日之招股章程(「招股章程」)內。除文義另有所指外，招股章程所界定之詞彙與本表格所用者具相同涵義。A copy of each of the Rights Issue Documents (of which this form forms part), together with the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, has been determined by HKSCC and CCASS Operational Procedures in effect from time to time.

一份供股文件(本表格構成其中一部分)連同招股章程附錄三內「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。

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

待供股股份獲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，可自未繳股款及繳足股款供股股份各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日所進行之交易，須在其後第二個交易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操作程序規則進行。



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)
(於開曼群島註冊成立之有限公司)

(Stock Code : 2366)
(股份代號 : 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
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
PAYABLE IN FULL ON ACCEPTANCE
NOT LATER THAN 4:00 P.M. ON FRIDAY, 3 FEBRUARY 2012
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

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Registered Office:

註冊辦事處：
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

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

17 January 2012

二零一二年一月十七日

Branch Share Registrar in Hong Kong:

Union Registrars Limited
18th Floor, Fook Lee Commercial Centre
Town Place, 33 Lockhart Road
Wanchai Hong Kong

香港股份過戶登記分處：

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

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

Blank box for shareholder name and address.

Contact telephone no.:
聯絡電話：

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS FORM INTACT WITH THE SHARE REGISTRAR, UNION REGISTRARS LIMITED, AT 18TH FLOOR, FOOK LEE COMMERCIAL CENTRE, TOWN PLACE, 33 LOCKHART ROAD, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE SHARE REGISTRAR NOT LATER THAN 4:00 P.M. ON FRIDAY, 3 FEBRUARY 2012. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND 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 "QJY-RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". DETAILS OF SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如欲全數接納這項供股股份之暫定配額，須將本表格整份連同上文內欄所示之港元全數股款，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，並在以香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「QJY-RIGHTS ISSUE ACCOUNT」及「只准入抬頭人賬戶」劃線方式開出。有關新配額之詳情載於背頁。本公司將不就有關股款另發收據。

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 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 or prospects of the Group as a whole; or (c) 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 (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.

Dealing in the Rights Shares in the nil-paid form will take place from Thursday, 19 January 2012 to Tuesday, 31 January 2012 (both dates inclusive). If the Underwriter terminates or rescinds (as the case may be) 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 nil-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.

倘出現下列情況，包銷商有權於接獲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，終止或廢止(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)於任何新法規、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影響；或(b)發生任何本地、國家或國際事件或變動(不論是否構成於包銷協議簽訂後發生之一連串事件或變動之部分)，或性質為任何本地、國家或國際事件或變動，或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或在任何重大不利變動；或(d)於包銷協議簽訂後，發生任何天災、戰爭、暴動、罷工或公共秩序、內亂、水災、火災、流行病、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發出包銷商合理認為對本集團整體而言屬可能屬重大之任何誹謗或索償；或(f)由於出現特殊之金融情況或其他原因而全面禁市、暫停或嚴格限制股份在聯交所之一般買賣；或
- (2) 市況出現任何重大變動(包括但不限於財政或貨幣政策或外匯或貨幣市場變動，或證券買賣被暫停或受到限制，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，包括香港貨幣與美利堅合眾國貨幣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變得不宜或不智；或
- (3) 本公司有關供股之招股章程及所有修訂及增補之招股章程載有若干於包銷協議日期前從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接獲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終止/廢止通知後，包銷協議訂方之一切責任將告終止，惟並不損及任何訂約方就事前違反包銷協議應享之權利。倘包銷商行使終止(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。倘包銷商終止或廢止(視乎情況而定)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，或買賣未繳股款供股股份之股東及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。

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

* For identification purposes only
* 僅供識別

IN THE EVENT OF TRANSFER OF RIGHT(S) 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 ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在登記轉讓本文件代表之供股股份配額前，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

Form B
表格乙

(To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)
(只供擬轉讓於本表格所列彼/彼等全部供股股份認購權之合資格股東填妥及簽署)

To: The Directors
Qin Jia Yuan Media Services Company Limited

致：勤+綠媒體服務有限公司
列位董事

Dear Sir/Madam,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：

本人/吾等謹將本暫定配額通知書所列本人/吾等之供股股份認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之該(等)人士。

1. _____ 2. _____ 3. _____ 4. _____

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

Date: _____ 2012

日期：二零一二年 _____ 月 _____ 日

Ad valorem stamp duty is payable by the transferor(s) if this form is completed.

填妥本表格後，轉讓人須繳付從價印花稅。

REGISTRATION APPLICATION FORM 登記申請表格

Form C
表格丙

(To be completed and signed only by the person(s) to whom the right(s) to subscribe for the Rights Share(s) have been transferred)
(只供承讓供股股份認購權之人士填妥及簽署)

To: The Directors
Qin Jia Yuan Media Services Company Limited

致：勤+綠媒體服務有限公司
列位董事

Dear Sir/Madam,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：

本人/吾等謹請 貴董事會將表格甲之乙欄所列供股股份數目，登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及供股章程所載條款，以及在 貴公司之組織章程大綱及細則規限下，接納此等供股股份。

Existing Shareholder(s) please mark "X" in this box 現有股東請在本欄內填上[X]符號	
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To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文正楷填妥。聯名申請人只須填報排名首位之申請人地址。
For Chinese applicant(s), please provide your name in both English and Chinese. 華裔申請人請填寫中英文姓名。

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) of applicant or joint applicant(s) (if any) 申請人或聯名申請人全名(如有)			
Address in English 英文地址			
Joint applicants should give the address of the first-named applicant only. 聯名申請人只須填報排名首位之申請人地址。			
Occupation 職業			Tel. No. 電話號碼
Dividend instructions 股息指示			
Name and address of bank 銀行名稱及地址		Bank Account no. 銀行賬戶號碼	
		BANK 銀行	BRANCH 分行
		ACCOUNT 賬戶	

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2012

日期：二零一二年 _____ 月 _____ 日

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.

填妥本表格後，承讓人須繳付從價印花稅。



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)

17 January 2012

Dear Qualifying Shareholders,

INTRODUCTION

In accordance with the terms and subject to the conditions in the Prospectus accompanying this letter, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this PAL on the basis of four Rights Shares for every one existing Share registered in your name in the register of members of the Company on 16 January 2012. Your holdings of the Shares as at that time and date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

RIGHTS SHARES

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu with the Shares in issue on the date of allotment in all respects. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and other distributions the record dates of which are on or after the date of allotment and issue of the fully-paid Rights Shares.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange or such other dates as 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 Rights Issue Documents have not been and will not be registered or filed under any securities or equivalent legislation of any jurisdiction other than the applicable laws in Hong Kong. No action has been taken by the Company to permit the offering of Rights Shares or the distribution of the Rights Issue Documents in any territory outside Hong Kong. No person receiving a copy of the Prospectus, PAL or 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 anyone receiving the Rights Issue Documents outside Hong Kong and wishing to make an application for the Rights Shares or excess Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of all 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. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities or other laws and regulations of any jurisdiction outside Hong Kong.

For the attention of the Qualifying Shareholder with an address in Singapore only: Subject to the aforesaid, any Qualifying Shareholder in Singapore and/or any holder of the nil-paid Rights Shares in Singapore may only offer the nil-paid Rights Shares in Singapore to (i) existing holders of Shares or (ii) pursuant to, and in accordance with, the conditions of an exemption under Section 274 or Section 275 or, where applicable, Section 276 of the Securities and Futures Act, Chapter 289 of Singapore. You are advised to consult your own professional advisers if you are in doubt of your position.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Share Registrar, Union Registrars Limited at 18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as shown in Box C, so as to be received by not later than 4:00 p.m. on Friday, 3 February 2012. All remittances must be in Hong Kong dollars and cheques or cashier's orders must be crossed "**ACCOUNT PAYEE ONLY**" and drawn on a Hong Kong dollar account with a licensed bank in Hong Kong or issued by a licensed bank in Hong Kong and made payable to "**QJY – RIGHTS ISSUE ACCOUNT**". 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. All enquiries in connection with this PAL should be addressed to the Share Registrar at the above address.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance for the full amount payable on acceptance as shown in Box C, has been received as described above by 4:00 p.m. on Friday, 3 February 2012, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights and entitlement thereunder will be deemed to have been declined and will be cancelled. The Company may, at its sole discretion, treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you, you must complete 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 hereunder. 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 shown in Box C 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. It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you or transfer part or all of your rights to more than one person, this entire PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Thursday, 26 January 2012 to the Share Registrar, Union Registrars Limited at 18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong, which will cancel the entire original PAL and issue new PAL(s) in the denominations required. No fee will be charged for splitting of the provisional allotment.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement contains provisions granting the Underwriter the right to terminate or rescind (as the case may be) the Underwriting Agreement on the occurrence of certain events, which have been set out in the paragraph headed "Termination of the Underwriting Agreement" under the section headed "The Rights Issue" in the "Letter from the Board" of the Prospectus. If the Underwriting Agreement is terminated or rescinded (as the case may be) by the Underwriter or does not become unconditional, the Rights Issue will not proceed.

The Shares have been dealt in on an ex-rights basis since Tuesday, 10 January 2012 and the Rights Shares in the nil-paid form are expected to be dealt in from Thursday, 19 January 2012 to Tuesday, 31 January 2012 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Any person dealing in the securities of the Company before all the conditions of the Rights Issue are fulfilled and any person dealing in the nil-paid Rights Shares from Thursday, 19 January 2012 to Tuesday, 31 January 2012 (being the first day and last day of dealings in the nil-paid Rights Shares respectively) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any person dealing or contemplating any dealing in the securities of the Company and/or the Rights Shares in the nil-paid form during this period who is in any doubt about his/her/its/their position is recommended to consult his/her/its/their own professional adviser. It is expected that the conditions referred to in the paragraph headed "Conditions of the Rights Issue" under the section headed "The Rights Issue" in the "Letter from the Board" of the Prospectus are to be fulfilled by 4:00 p.m. Hong Kong time on Wednesday, 8 February 2012. If the conditions referred to in that section are not fulfilled at or before 4:00 p.m. Hong Kong time on Wednesday, 8 February 2012 (or such later time as the Company and the Underwriter may determine in writing) or the Underwriting Agreement has been terminated or rescinded in accordance with the terms thereof, the Rights Issue will not proceed.

CHEQUES AND CASHIER'S ORDERS

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 a PAL together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant 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 PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in that event, the relevant provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be sent by ordinary post by the Share Registrar to the persons entitled thereto at their own risk on or before Friday, 10 February 2012. You will receive one share certificate for all the fully-paid Rights Shares allotted to you.

APPLICATION FOR EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment under the Rights Issue, you must complete and sign the accompanying EAF and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out in it 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 in Hong Kong dollars and must be forwarded either by separate cheque drawn on a Hong Kong dollar account with a licensed bank in Hong Kong or by a separate cashier's order issued by a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to "**QJY – EXCESS ACCOUNT**" and crossed "**ACCOUNT PAYEE ONLY**". No receipt will be given for such remittances.

Excess Rights Shares, if any, will be allocated by the Directors to the applicants, on a fair and equitable basis in proportion to the number of excess Rights Shares being applied for under each application as set out in the Prospectus. The Share Registrar will notify you of any allotment of excess Rights Shares made to you.

GENERAL

Lodgment of the PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the relevant share certificates. Further copies of the Prospectus are available at the Share Registrar, Union Registrars Limited at 18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

This PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

By Order of the Board
QIN JIA YUAN MEDIA SERVICES COMPANY LIMITED
LEUNG Anita Fung Yee Maria
Chief Executive Officer and Executive Director

* For identification purposes only



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)

敬啟者:

緒言

根據隨本函件之供股章程所載之條款及在其條件之規限下，董事已暫定配發本暫定配額通知書首頁所列數目之本公司供股股份予閣下，基準為於二零一二年一月十六日以閣下名義在本公司股東名冊上登記之每一股現有股份獲配發四股供股股份。閣下於當日及當時持有之股份載於甲欄，而所獲暫定配發之供股股份數目則載於乙欄。除文義另有所指外，供股章程所界定之詞彙與本函件所用者具相同涵義。

供股股份

供股股份經配發、發行及繳足股款後，將在所有方面與配發當日之已發行股份享有同等權益。繳足股款供股股份之持有人將有權收取記錄日期為配發及發行繳足股款供股股份當日或之後之一切日後股息及其他分派。

待供股股份獲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，可自未繳股款及繳足股款供股股份各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。聯交所參與者之間在任何交易日所進行之交易，須在其後第二個交易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。

供股文件並無亦不會根據香港適用法例以外任何司法權區之任何證券或相對應法例登記或存檔。本公司概無採取任何行動以批准於香港以外任何地區提呈發售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及監管規定，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申請認購供股股份或額外供股股份之任何人士，有責任自行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有關地區就此而規定繳付之任何稅項及徵稅)。倘本公司相信接納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及規例，則本公司保留權利拒絕接納有關申請。

務請地址位於新加坡之合資格股東注意：在上文所述規限下，新加坡任何合資格股東及／或新加坡任何未繳股款供股股份持有人於新加坡僅可(i)向股份現時之持有人或(ii)根據及按照新加坡證券及期貨法第289章第274或275條或(如適用)第276條下之豁免條件提呈發售未繳股款供股股份。閣下如對本身之情況有任何疑問，務請諮詢閣下之專業顧問。

接納手續及付款

閣下如全數接納供股股份之暫定配額，必須將整份暫定配額通知書連同丙欄所示須於接納供股股份時應付之全數股款，最遲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，而支票或銀行本票須由香港持牌銀行之港元戶口或由香港持牌銀行以「只准入抬頭人賬戶」劃線方式開出或發出，並須註明抬頭人為「QJY-RIGHTS ISSUE ACCOUNT」。於繳付股款後，即表示已按暫定配額通知書及供股章程所載之條款，及在本公司組織章程大綱及細則之規限下接納暫定配額。所有股款將不會獲發收據。所有有關本暫定配額通知書之查詢均須寄交位於上述地址之股份過戶處。

務請注意，除非於二零一二年二月三日(星期五)下午四時正前按上文所述接獲由原獲配發人或以本身名義已獲有效轉讓權利之任何人士填妥之暫定配額通知書，連同丙欄所示須於接納時繳足之全部適當股款，否則閣下之暫定配額及其下之所有權利及配額將被視作不獲接納而予以註銷。即使暫定配額通知書並未遵照有關指示填妥，本公司可全權酌情將暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。本公司可要求有關申請人將未填妥之暫定配額通知書於稍後填妥。

轉讓

閣下如欲將暫定配發予閣下之供股股份認購權全部轉讓，須填寫轉讓及提名表格(表格乙)，並將本暫定配額通知書交予認購權之承讓人或轉讓經手人。承讓人其後須將登記申請表格(表格丙)填妥及簽署，並將整份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。務請注意，閣下轉讓有關供股股份之認購權予承讓人時，須繳付印花稅，而承讓人於接納有關權利時亦須繳付印花稅。

拆細

閣下如欲接納部分暫定配額或將暫定配發予閣下之部分供股股份認購權轉讓或將部分或全部權利轉讓予超過一名人士，則最遲須於二零一二年一月二十六日(星期四)下午四時三十分將本暫定配額通知書整份交回及送交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)，以供註銷。聯合證券登記有限公司將會註銷整份原有之暫定配額通知書，並按所要求拆細之配額重新發出暫定配額通知書。拆細暫定配額毋需支付任何費用。

終止包銷協議

謹請注意，包銷協議載有多項條文，賦予包銷商權利在發生若干事件(已載於供股章程「董事會函件」內「供股」一節「終止包銷協議」一段)時終止或撤銷(視乎情況而定)包銷協議。倘包銷協議被包銷商終止或撤銷(視乎情況而定)，或未成為無條件，則供股將不會進行。

股份已由二零一二年一月十日(星期二)起按除權基準買賣，預期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。倘供股之條件未能達成，則供股將不會進行。任何在供股之條件全部達成前買賣本公司證券之人士及由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(分別為買賣未繳股款供股股份之首日及最後一日)期間買賣未繳股款供股股份之人士，須承擔供股可能不會成為無條件及可能不會進行之風險。任何於此期間內買賣或擬買賣本公司證券及／或未繳股款供股股份之人士，如對其／彼等之情況有任何疑問，謹此建議諮詢其／彼等本身之專業顧問。預期供股章程「董事會函件」內「供股」一節「供股之條件」一段所述之條件將於二零一二年二月八日(星期三)下午四時正(香港時間)前達成。倘該節所述條件未能於二零一二年二月八日(星期三)下午四時正(香港時間)或之前(或本公司與包銷商可能以書面釐定之有關較後時間)達成或包銷協議已根據當中條款被終止或撤銷，則供股將不會進行。

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，而有關款項之全部利息將撥歸本公司所有。填妥及交回暫定配額通知書連同所接納之供股股份之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於首次過戶時將可獲兌現。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有關暫定配額通知書。在此情況下，有關暫定配額及就此而獲賦予之所有權利將被視作不獲接納而予以註銷。

股票

所有繳足股款供股股份之股票預期於二零一二年二月十日(星期五)或之前由股份過戶處以平郵寄發予應得之人士，郵誤風險概由彼等自行承擔。閣下將會就獲配發之所有繳足股款供股股份獲發一張股票。

申請額外供股股份

閣下如擬申請認購多於閣下根據供股所獲暫定配發之任何供股股份，必須按隨附之額外申請表格之指示將表格填妥並簽署，連同就所申請認購額外供股股份須於申請時繳交之全數獨立款項，最遲於二零一二年二月三日(星期五)下午四時正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。所有股款須以港元支付，且須以香港持牌銀行戶口開出之獨立支票或以香港持牌銀行發出之獨立銀行本票支付，所有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。所有股款將不會獲發收據。

董事將按供股章程所載，根據每份申請所申請認購之額外供股股份數目，按比例公平公正地向申請人分配額外供股股份(如有)。股份過戶處將會就閣下獲配發之任何額外供股股份通知閣下。

一般事項

暫定配額通知書連同(倘有關)已由獲發暫定配額通知書之人士所簽署之轉讓及提名表格一經交回，即確證交回有關文件之人士(一名或多名)有權處理暫定配額通知書及收取拆細配額之通知書及／或有關股票。閣下如需要額外供股章程，可於股份過戶處聯合證券登記有限公司索取，地址為香港灣仔駱克道33號中央廣場福利商業中心18樓。

所有文件(包括退款支票)將以平郵寄發予有關申請人或其他應得之人士，郵誤風險概由彼等自行承擔。

本暫定配額通知書及所有接納其中所載要約均須受香港法例監管，並按其詮釋。

此致
列位合資格股東 台照

承董事會命
勤+緣媒體服務有限公司
行政總裁兼執行董事
梁鳳儀

二零一二年一月十七日

* 僅供識別