

IMPORTANT

If you are in any doubt as to any content of this document or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, registered institution in securities, professional accountant or other professional adviser.
 TERMS REFERRED TO IN PROSPECTUS OF FINSOFT FINANCIAL INVESTMENT HOLDINGS LIMITED DATED 29 APRIL 2016 (the "PROSPECTUS") HAVE THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.
 THIS DOCUMENT IS AVAILABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY OF THE PERSONS NAMED BELOW (WHO WISHES) TO APPLY FOR RIGHTS SHARES ADDITIONAL TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/THEM. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON MONDAY, 16 MAY 2016.
 Hong Kong Exchange and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange"), the Securities and Futures Commission of Hong Kong 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 its reliance upon the whole or any part of the contents of this document.
 A copy of this EAF together with a copy of the Prospectus and the related PAL, and its various consent referred to in the paragraph headed "Taxes and Consent" in appendix III of the Prospectus have been registered by the Registrar of Companies in Hong Kong as required by section 352 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 72 of the Laws of Hong Kong), the Registrar of Companies in Hong Kong, the Stock Exchange and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.
 Subject to the granting of the listing of and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the Central Clearing and Settlement System ("CCASS") with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.
 Dealings in the Shares of the Company (the "Shares") and the Rights Shares in both their nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of these settlement arrangements and how such arrangements may affect your rights and interests.
 Cayney Securities Limited ("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:

- (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 materially adversely in the context of the Rights Issue; 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 or continuing before, and/or after the date of the Underwriting Agreement), of a political, military, financial, economic or other nature (whether or not of a general nature) 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 material adverse change in the business or in the financial or trading position of the Group as a whole; or
- (d) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (e) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 20 consecutive Business Days, excluding any suspension in connection with the clearance of the announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (f) any material adverse change in market conditions (including, without limitation, a change in local or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities and a change in currency conditions including 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 inequitable or inadvisable to proceed with the Rights Issue; or
- (g) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, epidemic, epidemic, terrorism, strike or lock-out; or
- (h) the Prospectus in connection with the Rights Issue when published contains information (either as to the condition of the Group or as to its compliance with any laws or the GEM Listing Rules 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 might cause a prudent investor not to apply for its provisional allotment of Rights Shares under the Rights Issue.

The Underwriter shall be entitled by notice in writing to the Company served prior to the Latest Time for Termination, to rescind the Underwriting Agreement if, prior to the Latest Time for Termination:
 (a) 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
 (b) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the representations, warranties and undertakings given by the Company contained in 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 form will take place from Wednesday, 4 May 2016 to Wednesday, 11 May 2016 (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 Wednesday, 4 May 2016 to Wednesday, 11 May 2016 (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 remittance received in respect of acceptance of the Rights Shares will be returned to the Qualifying Shareholder(s) or such other person to whom the Rights Shares in the nil-paid form have been validly transferred or, in the 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 Shareholder(s) or such other person to their registered address by the Registrar on Tuesday, 24 May 2016. Any Shareholders or other persons dealing or contemplating dealing in the Shares or Rights Shares in the nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional advisers.
 This EAF and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

Hong Kong branch share registrar
 and transfer office:
 Union Registrars Limited
 Suites 3301-04, 33/F,
 Two Chinachem Exchange Square
 338 King's Road
 North Point
 Hong Kong

FINSOFT FINANCIAL INVESTMENT HOLDINGS LIMITED
匯財金融投資控股有限公司*
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 8018)

Headquarters, head office and
 principal place of business
 in Hong Kong:
 23/F, W Square
 318 Hennessy Road
 Wanchai, Hong Kong

Registered office:
 Clifton House
 75 Fort Street, P.O. Box 1350
 Grand Cayman KY1-1108
 Cayman Islands

RIGHTS ISSUE OF 240,000,000 RIGHTS SHARES OF HK\$0.005 EACH AT HK\$0.324 PER RIGHTS SHARE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES HELD ON THE RECORD DATE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON MONDAY, 16 MAY 2016

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

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

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

To: The Directors,
FINSOFT FINANCIAL INVESTMENT HOLDINGS LIMITED

Dear Sirs,

I/We, being the Qualifying Shareholder(s) named above of **FINSOFT FINANCIAL INVESTMENT HOLDINGS LIMITED** (the "Company"), hereby irrevocably apply for _____ excess Rights Share(s) at the Subscription Price of HK\$0.324 per Rights Share under the Rights Issue in respect of which I/we enclose a separate remittance by cheque or banker's cashier's order in favour of "**Finsoft Financial Investment Holdings Limited – EAF**" for HK\$ _____ and crossed "**Account Payee Only**" being payment in full on application for the above number of excess Rights Shares.

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

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon and subject to the terms set out in the Prospectus and the PAL referred to therein 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 the holder(s) of such Rights Shares.

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

Date: _____ 2016 Contact Telephone No: _____

This EAF should be completed and lodged, together with payment as to HK\$0.324 per Rights Share for the total number of excess Rights Shares applied for, with the Company's Hong Kong branch share registrar and transfer office, Union Registrars Limited at Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong so as to be received by no later than 4:00 p.m. on Monday, 16 May 2016. 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 "**Finsoft Financial Investment Holdings Limited – EAF**". Completion and return of this EAF will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories and jurisdictions other than Hong Kong, in connection with this EAF and any acceptance of it, have been, or will be, fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give or is subject to the above representation and warranty.

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

You will be notified of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full by means of a cheque despatched by ordinary post to you on Tuesday, 24 May 2016, at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, the surplus application monies will also be refunded to you by means of cheques despatched by ordinary post to you on Tuesday, 24 May 2016 at your own risk. Any such cheques will be drawn in favour of the person(s) named on this form.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed to any applicable securities legislation of any territory or jurisdiction 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 territory or jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself/itself as to the full observance of the laws and regulations of all relevant territories and jurisdictions, including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes and duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. The Company will not be responsible for verifying the legal qualification of such Overseas Shareholder and/or resident in such territory or jurisdiction, thus, should the Company suffer any losses or damages due to non-compliance with the relevant laws of such territory or jurisdiction by any such Overseas Shareholder and/or resident, the Overseas Shareholder and/or resident shall be responsible to compensate the Company for the same. The Company shall not be obliged to issue the nil-paid Rights Shares or fully-paid Rights Shares to any such Overseas Shareholder and/or resident, if at the Company's absolute discretion issuing the nil-paid Rights Shares or fully-paid Rights Shares to them does not comply with the relevant laws of such territory or jurisdiction.

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

All times, dates or deadlines specified in this form refer to Hong Kong local times and dates.

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

* for identification purpose only