

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 MONDAY, 21 DECEMBER 2009. 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 LICENSED SECURITIES DEALER, OTHER LICENSED CORPORATION BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

Reference is made to the prospectus issued by Winfoong International Limited dated 7 December 2009 in relation to the Rights Issue (the "Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "Documents delivered to the Registrars of Companies" in Appendix IV to the Prospectus, has been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance and a copy of the Prospectus has been, or will as soon as reasonably practicable be, filed with the Registrar of Companies in Bermuda in accordance with the Companies Act. The Registrar of Companies in Hong Kong and the Registrar of Companies in Bermuda take 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 Prospectus 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 Prospectus Documents.

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. 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 and CCASS Operational Procedures in effect from time to time.

Termination of the Underwriting Agreement
The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on Thursday, 24 December 2009, if there occurs:-
(i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
(ii) 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 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 or armed conflict, or affecting local securities market; or
(iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
(iv) any material adverse change in the business or in the financial position of the Group as a whole; or
(v) 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; and in the reasonable opinion of the Underwriter, such event in (i) to (v) above would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or materially prejudice the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue; or
(vi) 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 have a material and adverse effect on its business, financial or trading position; or
(vii) the Underwriter shall receive notification 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 in any material respect or would be untrue or inaccurate in any material respect if repeated as provided under 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 Rights Issue; or
(viii) 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 content) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company, the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

If the Underwriter gives a notice of termination as aforesaid, the Underwriting Agreement shall terminate and the Rights Issue will not proceed. The obligations of the parties under the Underwriting Agreement shall forthwith cease and be null and void and none of the parties shall have any right against or liability towards the other parties arising out of or in connection with the Underwriting Agreement. Further announcement will be made if the Underwriting Agreement is terminated by the Underwriter. Dealings in the Shares were on an ex-rights basis from Monday, 30 November 2009. Dealings in the Rights Shares in their nil-paid form will take place from Wednesday, 9 December 2009 to Wednesday, 16 December 2009 (both dates inclusive). If the Underwriter terminates the Underwriting Agreement, or the conditions of the Rights Issue are not fulfilled or waived (as applicable), the Rights Issue will not proceed.

Accordingly, any dealings in the Shares before the Underwriting Agreement becomes unconditional and in the Rights Shares in their nil-paid form from Wednesday, 9 December 2009 to Wednesday, 16 December 2009 (both dates inclusive) will bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or acquiring Shares and/or Rights Shares in their nil-paid form from the date of the Prospectus up to 4:00 p.m. on Thursday 24 December 2009 will bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares or Rights Shares in their nil-paid form are recommended to consult their own professional advisers.

Registrar:
Computershare Hong Kong
Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong



Registered Office:
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

Principal place of business
in Hong Kong:
Room 3201
9 Queen's Road Central
Hong Kong

7 December 2009

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

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

To: The Directors

Winfoong International Limited

Dear Sir/Madam, I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for _____ excess Rights Share(s) at the Subscription Price of HK\$0.07 per Rights Share under the Rights Issue in respect of which I/we enclose a separate remittance in favour of "WINFOONG INTERNATIONAL LIMITED - RIGHTS ISSUE (EAF)" 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 additional 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 at their discretion and on a fair and equitable basis on the following principles:

- (i) preference will be given to applications for less than a board lot of Right Shares where it appears to the Directors that such applications are made to round up odd-lot holdings to whole-lot holdings and that such applications are not made with intention to abuse this mechanism; and
- (ii) subject to availability of excess Rights Shares after allocation under principle (i) above, the excess Rights Shares will be allocated to the Qualifying Shareholders based on a sliding scale with reference to the number of the excess Rights Shares applied by them (i.e. Qualifying Shareholders applying for a smaller number of excess Rights Shares will be allocated with a higher percentage of successful applications but will receive a lesser number of excess Rights Shares; whereas Qualifying Shareholders applying for a larger number of excess Rights Shares will be allocated with a smaller percentage of successful applications but will receive a higher number of excess Rights Shares) and with board lot allocations to be made on a best effort basis.

I/We, hereby undertake to accept such number of additional Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus Documents and subject to the memorandum of association and the bye-laws of the Company. In respect of any additional 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 (as the case may be) .

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

Date: _____, 2009 Contact Tel No.: _____

This form should be completed and lodged, together with payment as to HK\$0.07 per Rights Share for the number of excess Rights Shares applied for, with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by not later than 4:00 p.m. on Monday, 21 December 2009. All remittances must be made in Hong Kong dollars and must be forwarded either by cheque drawn on an account with a licensed bank in Hong Kong or by a cashier's order issued by a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to "WINFOONG INTERNATIONAL LIMITED - RIGHTS ISSUE (EAF)" and crossed "Account Payee Only". All enquiries in connection with this form of application for excess Rights Shares should be addressed to the Registrar at the above address.

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 Prospectus 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 and Bermuda. The Prospectus (without the PAL and this EAF) is being sent to the Excluded Shareholders for their information only. Save as described under the paragraph headed "Rights of the Excluded Shareholders" in the section headed "Letter from the Board" in the Prospectus, no action has been taken by the Company to permit the offering of the Rights Issue in any territory outside Hong Kong. No person receiving a copy of the Prospectus or a PAL or an EAF and having a registered address in the register of members of the Company in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person (including but without limitation, a nominee, agent and trustee) receiving the Prospectus Documents outside Hong Kong and wishing to make an application for the Rights Shares under the Rights Issue to satisfy himself/herself/itself as to the full observance of the laws of the relevant territory or jurisdiction 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, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. No application for Rights Shares will be accepted from any Excluded Shareholders. The Company reserves the right to refuse to accept any application for 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 those local laws and requirements of the relevant territory or jurisdiction have been fully complied with. If you are in doubt as to your position, you should consult your licensed securities dealer, other licensed corporation, 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 Share is allotted to you, a refund cheque for the full amount 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 Wednesday, 30 December 2009. 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 at your own risk on or before Wednesday, 30 December 2009.

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 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 purpose only