

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 form, 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 form.

香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本表格內容概不負責，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表格全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

WHITE FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFERS.

本白色接納及註銷表格在閣下欲接納購股權要約時適用。

All words and expressions defined in the composite document dated 24 December 2010 (the "Composite Document") jointly issued by United Home Limited and SEEC Media Group Limited shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與United Home Limited及財訊傳媒集團有限公司於二零一零年十二月二十四日之合併文件（「合併文件」）所界定者具有相同涵義。合併文件附錄一之條文，已收錄及成為本表格之一部分。



SEEC Media Group Limited

財訊傳媒集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code: 205)

(股份代號: 205)

**WHITE FORM OF ACCEPTANCE AND CANCELLATION
OF OPTION(S) OF SEEC MEDIA GROUP LIMITED**

**財訊傳媒集團有限公司
購股權之白色接納及註銷表格**

To be completed in full 每項均須填寫

The Offeror

Unit 3203, Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong

要約方

香港皇后大道中183號新紀元廣場中遠大廈3203室

FOR THE CONSIDERATION stated below the "Optionholder(s)" named below does/do hereby agrees to accept the Option Offers and to cancel the number of outstanding Option(s) held by the Optionholder(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 下述「購股權持有人」謹此同意按下列代價，根據合併文件載列之條款及條件，接納購股權要約並註銷以下註明其持有之尚未行使購股權數目。

You must insert the total number of Options for which the Option Offers is accepted.

閣下必須填上接納購股權要約之購股權總數。

Number of Options with an exercise price of HK\$0.247 (Note) 行使價為0.247港元之購股權數目(附註)	FIGURES 數目	WORDS 大寫
Number of Options with an exercise price of HK\$0.268 (Note) 行使價為0.268港元之購股權數目(附註)	FIGURES 數目	WORDS 大寫
Number of Options with an exercise price of HK\$0.330 (Note) 行使價為0.330港元之購股權數目(附註)	FIGURES 數目	WORDS 大寫
Option certificate number(s) 購股權證書號碼		
OPTIONHOLDER(S) name(s) and address(es) in full 購股權持有人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	
		Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.0001 in cash for each Option 每份購股權現金0.0001港元	

Signed by or for and on behalf of the Optionholder(s) in the presence of:

購股權持有人或其代表在下列見證人見證下簽署：

Signature of witness

見證人簽署

Name of witness

見證人姓名

Address of witness

見證人地址

Occupation of witness 見證人職業

Date of submission of this form of acceptance and

cancellation by the Optionholder(s)

購股權持有人遞交本接納及註銷表格日期

ALL JOINT

HOLDERS MUST

SIGN HERE

所有聯名股東

均須於本欄

簽署

Signature(s) of Optionholder(s)/

Company chop, if applicable

購股權持有人簽署/公司印鑑(如適用)

The signing Optionholder(s) hereby acknowledge(s) that the Option Offers are conditional upon the terms and conditions as set out in the Composite Document, and that the signing and submission of this form of acceptance and cancellation by the signing Optionholder(s) do not render the cancellation of Options contemplated hereunder becoming effective. The cancellation of Options contemplated hereunder shall be subject to the approval of the Board.

署名購股權持有人茲確認購股權要約須待符合合併文件所載條款及條件後方可作實，且由署名購股權持有人簽署及呈交本接納及註銷表格不會導致此擬進行之購股權註銷生效。據此擬進行之購股權註銷須待董事會批准後方可作實。

Note: Insert the total number of Options for which the Option Offers is accepted. If no number is inserted; or a number in excess of your registered holding of Options is inserted; or a number in figures and/or words is incorrectly inserted; or something other than a number in figures and/or words is inserted, on this form of acceptance and cancellation and you have signed this form, this form of acceptance and cancellation is not duly completed and will not be counted towards valid acceptance.

附註：填上接納購股權要約之購股權總數。倘無在本接納及註銷表格填寫數目；或所填數目超過閣下登記持有之購股權數目；或不當填寫數目及/或字樣；或填寫數目及/或字樣以外者，而閣下已簽署本表格，則本接納及註銷表格將被視為未填妥及將不會被當為有效接納。

本表格乃重要文件，請即處理。如閣下對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

向境外購股權持有人提出購股權要約或會受有關司法權區之法例禁止或影響。境外購股權持有人應取得適當的法律意見，或得悉並遵守任何適用法例規定。欲接納購股權要約的各境外購股權持有人有責任完全遵守所有有關司法權區之法例，包括但不限於取得任何可能必要之政府、外匯管制或其他同意及任何登記或存檔或辦理所有必要之正式手續，以及規例及/或法例規定。境外購股權持有人亦須全面負責支付任何人士於所有有關司法權區任何稅項及徵費，而要約方、第一上海證券及任何涉及購股權要約之人士均有權獲悉數賠償及毋須就境外購股權持有人可能須付之任何稅項承擔任何責任。閣下接納購股權要約，即被視作表示閣下保證閣下根據所有適用法例可收取及接納購股權要約（包括任何有關修訂），而有關於接納根據所有適用法例為有效及具約束力。閣下決定是否接納購股權要約應諮詢專業意見。

本表格填寫方法

購股權持有人務請先閱讀本表格及合併文件後始填寫本表格。如欲接納第一上海證券代表要約方以現金每份購股權0.0001港元之價格收購閣下所持購股權提出之購股權要約，閣下應填妥及簽署背頁之表格，然後將表格並連同不少於閣下有意接納購股權要約之購股權數目之有關購股權證書（「購股權證書」）及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證），盡快郵寄或親自交回予要約方，地址為香港皇后大道中183號新紀元廣場中遠大廈3203室，信封註明「財訊傳媒集團有限公司一購股權要約」，惟無論如何不得遲於二零一一年一月十四日下午四時正（香港時間）前（或要約方可能決定及公佈並獲執行理事批准之較後時間及/或日期）交回予要約方。

購股權要約之接納及註銷表格

致：要約方及第一上海證券

1. 本人/吾等一經簽署背頁之本表格，本人/吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人/吾等就本表格上所註明數目之購股權，按及受制於合併文件及本表格所載代價與有關條款及條件，接納由第一上海證券代表要約方提出之購股權要約文件所述購股權要約；
- (b) 本人/吾等不可撤回地指示及授權各要約方及/或第一上海證券及/或其各自之代理，憑此向貴公司或要約方代本人/吾等領取本人/吾等就購股權應獲發之已獲本人/吾等正式簽署之購股權證書，並將有關購股權證書送交要約方，且授權及指示要約方根據購股權要約之條款及條件持有該等購股權證書，猶如該等購股權證書已連同本表格一併交回要約方論；
- (c) 本人/吾等不可撤回地指示及授權各要約方及/或第一上海證券或彼等各自之代理，就本人/吾等根據購股權要約之條款應得之現金代價，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後於要約方收到所有有關文件並鑑定接納表格已填妥及有效之日起計10日內以平郵方式按以下地址寄予以下人士，或如無填上姓名及地址，則按貴公司股東名冊所示登記地址，寄予本人或吾等當中所列首位者（如屬聯名登記購股權持有人），惟郵誤風險概由本人/吾等自行承擔；

(附註：如收取支票之人士並非登記購股權持有人或名列首位之聯名登記購股權持有人，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

- (d) 本人/吾等同意追認要約方或第一上海證券或其任何代理或可能指定之人士，各自行使本表格所載任何授權時所作出或進行之任何行動或事宜。
2. 本人/吾等明白，本人/吾等接納購股權要約將被視為表示本人/吾等保證本人/吾等根據購股權要約交回之購股權不附有任何第三方權利、留置權、抵押、衡平權、選擇權、申索、不利權益及任何形式之產權負擔以及該等購股權所附帶或累計之一切權利，包括但不限於在首個結束日期或之後就購股權宣派、作出或派付之所有股息及分派（如有）之權利。
 3. 本人/吾等謹此向閣下保證及聲明，本人/吾等為本表格所列購股權之登記持有人，而本人/吾等絕對擁有全部權利、權力及權限，藉接納購股權要約之方式向要約方交回本人/吾等所持購股權之所有權及擁有權。
 4. 倘根據購股權要約之條款，本人/吾等之接納無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人/吾等授權並要求閣下將本人/吾等之購股權證書及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證），連同已正式註銷之本表格以平郵方式一併寄回上述第1(c)段所指人士或，如姓名及地址欄內空白，則按貴公司股東名冊或分冊所示登記地址寄回本人或吾等當中所列首位者（如屬聯名登記購股權持有人），惟郵誤風險概由本人/吾等自行承擔。
 5. 本人/吾等向要約方、第一上海證券及貴公司保證，本人/吾等符合本人/吾等於貴公司購股權持有人名冊所列地址所處司法權區內有關本人/吾等接納購股權要約之法律規定，包括取得符合所有必要條文或法例及/或規例所規定之一切政府、外匯管制或其他同意及任何註冊或存檔。
 6. 本人/吾等茲附上本人/吾等所持全部/部分購股權之有關購股權證書及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證），由閣下依照及根據購股權要約之條款及條件予以保存。本人/吾等明白將不會就任何接納及註銷表格、購股權證書及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證）獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人/吾等承擔。
 7. 本人/吾等確認，除合併文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回。

PERSONAL DATA

Personal Information Collection Statement

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror and First Shanghai Securities in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Option Offers for your Option(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It is important that you inform the Offeror and/or First Shanghai Securities immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering cancellation of the Option(s) out of your name;
- maintaining or updating the relevant register of holders of the Option(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Option Offers;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser;
- compiling statistical information and Optionholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or First Shanghai Securities to discharge their obligations to the Optionholders and/or regulators and other purpose to which the Optionholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or First Shanghai Securities may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, its subsidiaries and/or agent(s), such as its financial adviser;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or First Shanghai Securities, in connection with the operation of its business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror or First Shanghai Securities considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror or First Shanghai Securities holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and First Shanghai Securities have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror or First Shanghai Securities (as the case may be).

BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下要約方及第一上海證券有關個人資料及該條例之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之購股權接納購股權要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約方及/或第一上海證券。

2. 用途

閣下於本表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下之接納及核實或遵循本表格及合併文件載列之條款及申請手續；
- 登記以閣下名義註銷購股權；
- 保存或更新有關購股權持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據購股權要約有權取得的配額；
- 自要約方及/或其附屬公司或代理(例如財務顧問)收取通信；
- 編製統計資料及購股權持有人簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約方業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便要約方及/或第一上海證券履行彼等對購股權持有人及/或監管機構的責任及購股權持有人或不時同意或獲悉之其他用途。

3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約方及/或第一上海證券為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約方、其附屬公司及/或代理，例如其財務顧問；
- 向要約方及/或第一上海證券就其業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 聯交所、證監會及任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約方或第一上海證券認為必需或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

該條例賦予閣下權利以確認要約方或第一上海證券是否持有閣下之個人資料，獲取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約方及第一上海證券可就獲取任何資料之要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例資料以及所持資料類別之所有要求，須提交要約方或第一上海證券(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。