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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接納及過戶表格之內容概不負責，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接納及過戶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。

Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the composite document dated 24 December 2010 (the "Composite Document") issued jointly by United Home Limited and SEEC Media Group Limited. 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聯合刊發日期為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。

YELLOW FORM OF ACCEPTANCE AND TRANSFER – FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.
本黃色接納及過戶表格在 閣下欲接納股份要約時適用。



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)

**YELLOW FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF
HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF
SEEC MEDIA GROUP LIMITED**
財訊傳媒集團有限公司已發行股本中
每股面值0.10港元之股份之黃色接納及過戶表格

All parts should be completed unless otherwise provided 除另行訂明外，每項均須填妥

Hong Kong Branch Share Registrar
香港股份過戶登記處

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.
根據本表格及合併文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明由「轉讓人」持有之股份轉讓予下列「承讓人」。

Tricor Secretaries Limited 26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong 卓佳秘書商務有限公司 香港 灣仔 皇后大道東28號 金鐘匯中心 26樓	Number of Shares(s) (Note) 股份數目(附註)	FIGURES 數目		WORDS 大寫	
	Share certificate number(s) 股票號碼				
TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	First name(s): 名字:			
	Registered address: 登記地址:	Telephone number: 電話號碼:			
CONSIDERATION 代價	HK\$0.14 in cash for each Share 每股股份現金0.14港元				
TRANSFEEE 承讓人	Name 名稱: Registered Office 註冊辦事處: Occupation 職業:	United Home Limited Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands Corporation 法人團體			

Signed by the Transferor(s) in the presence of:
轉讓人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
transfer by the Transferor(s)
轉讓人遞交本接納及過戶表格日期

Signature(s) of Transferor(s)/Company chop (if applicable)
轉讓人簽署/公司印章(如適用)

**ALL JOINT
HOLDERS MUST
SIGN HERE**
所有聯名持有人
均須於本欄簽署

The signing Transferor(s) hereby acknowledge(s) that the Share Offer is 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 transfer by the signing Transferor(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.
署名轉讓人茲確認股份要約須符合合併文件所載條款及條件後方可作實，且由署名轉讓人簽署及呈交本接納及過戶表格不會導致據此擬進行之股份過戶生效。據此擬進行之股份過戶須待承讓人於下述轉讓日期簽署後方可作實。

Transferor(s), please do not complete 轉讓人，請勿填寫本欄	
Signed by or on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署: SIGNATURE OF WITNESS 見證人簽署	For and on behalf of 代表 United Home Limited
NAME OF WITNESS 見證人姓名	
Address of Witness 見證人地址	Authorised Signatory(ies) 授權簽署人
Occupation of Witness 見證人職業	Signature(s) of Transferee 承讓人簽署
Date of transfer 轉讓日期	

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted; or a number in excess of your registered holding of Shares 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 transfer and you have signed this form, this form of acceptance and transfer is not duly completed and will not be counted towards valid acceptance.

附註: 填上接納股份要約之股份總數。倘無在本接納及過戶表格填寫數目; 或所填數目超過 閣下登記持有之股份數目; 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, 則本接納及過戶表格將被視為未填妥及將不會被當為有效接納。

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form of acceptance and transfer or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in SEEC Media Group Limited, you should at once hand this form of acceptance and transfer and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank or the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Share Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should be informed yourself about or obtain appropriate legal advice regarding the implications of the Share Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Share Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due in respect of such jurisdiction.

HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document. The defined terms under the section "Definitions" in, and the provisions of Appendix 1 to, the Composite Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Share Offer made by First Shanghai Securities on behalf of the Offeror, you should duly complete and sign this form of acceptance and transfer and forward this form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the Shares which is/are in your name which you intend to accept the Share Offer, by post or by hand, marked "SEEC Media Group Limited – Share Offer" on the envelope, to the Company's Hong Kong branch share registrar Tricor Secretaries Limited (the "Registrar"), 26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar no later than 4:00 p.m. on 14 January 2011 (or such later time and/or date(s) as the Offeror and First Shanghai Securities may determine and announce with the consent of the Executive).

YELLOW FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: The Offeror and First Shanghai Securities

1. My/Our execution of this form of acceptance and transfer, which shall be binding on my/our successors and assignees, shall constitute:

- (a) my/our irrevocable acceptance of the Share Offer made by First Shanghai Securities on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form of acceptance and transfer;
- (b) my/our irrevocable instruction and authority to the Offeror and/or First Shanghai Securities, the Registrar and/or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company within 10 days of the later of the Unconditional Date and the receipt of all the relevant documents by the Registrar to render the acceptance under the Share Offer complete and valid:

(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)

Name: (in block capitals) _____

Address: (in block capitals) _____

- (c) my/our irrevocable instruction and authority to the Offeror and/or First Shanghai Securities or such person or persons as they may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this form of acceptance and transfer in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to the Offeror and/or First Shanghai Securities or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert, delete, amend or substitute the transferee in this form of acceptance and transfer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as they may direct my/our Share(s) tendered for acceptance of the Share Offer;
 - (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as they may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the First Closing Date or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the First Closing Date;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or First Shanghai Securities or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;
 - (g) my/our irrevocable instruction and authority to the Offeror and/or First Shanghai Securities or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/ or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Share Offer as if it/they were share certificate(s) delivered to the Registrar together with this form of acceptance and transfer; and
 - (h) my/our appointment of the Offeror and/or First Shanghai Securities as my/our attorney in respect of all the Share(s) to which this form of acceptance and transfer relates, such power of attorney to take effect from the date and time on which the Share Offer becomes unconditional in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the Share Offer by me/us will constitute a warranty by me/us to the Offeror and/or First Shanghai Securities that (i) the number of Share(s) specified in this form of acceptance and transfer will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the First Closing Date or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, paid or made on or after the First Closing Date; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary regulatory formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in the Offeror and/or First Shanghai Securities or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company.
- Note:* Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror and/or First Shanghai Securities or their respective agent(s) from the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/ or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent at my/our own risk.
5. I/We warrant that I/we are the registered holder(s) of the number of Shares specified in this form of acceptance and transfer and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant to the Offeror and First Shanghai Securities that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with necessary formalities, regulatory or legal requirements.
7. I/We warrant to the Offeror and First Shanghai Securities that I/we shall be fully responsible for payment of any transfer or cancellation or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this form of acceptance and transfer, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of the Share Offer will be registered under the name of the Offeror and/or its nominee(s).
10. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and First Shanghai Securities (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted under the Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:

- (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a Shareholder (including any relevant share certificate(s) and/or any other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at Tricor Secretaries Limited, 26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong;
- (b) an irrevocable authority to the Offeror and/or their agents from me/us to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
- (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its respective nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

If you have questions in relation to the Share Offer, please telephone the Registrar at (852) 2980 1333 between 9:00 a.m. to 6:00 p.m. from Monday to Friday (other than Hong Kong public holidays) during the period from 24 December 2010 and up to the last date for submission of acceptance in respect of the Share Offer. Please note that, the Registrar will only be able to provide information contained in this document and information relating to SEEC Media Group Limited's register of members and will be unable to give advice on the merits of the Share Offer or to provide financial, legal, tax or investment advice.

PERSONAL DATA

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy 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, First Shanghai Securities and/or the Registrar in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

To accept the Share Offer for your Shares, 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, First Shanghai Securities and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

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

- processing your acceptance and verification or compliance with the terms and application procedures set out in this form of acceptance and transfer and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Share Offer;
- distributing communication from the Offeror, First Shanghai Securities and/or their respective agents, such as the Registrar;
- compiling statistical information and shareholder 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, First Shanghai Securities and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, First Shanghai Securities and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and any other purpose to which the Shareholders may from time to 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, First Shanghai Securities and/or the Registrar 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's advisers and/or agent(s), such as financial advisers, legal advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, First Shanghai Securities and/or the Registrar in connection with the operation of its business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, First Shanghai Securities and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, First Shanghai Securities and/or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect.

In accordance with the Privacy Ordinance, the Offeror, First Shanghai Securities and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. 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, First Shanghai Securities and/or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER 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(「私隱條例」)之主要條文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、第一上海證券及/或股份過戶登記處關於個人資料及私隱條例之政策及慣例。

1. 收集閣下個人資料之原因

如欲就閣下之股份接納股份要約，閣下須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納被拒或有所延誤。倘所提供之資料有任何不準確之處，務請閣下立即知會要約方、第一上海證券及/或股份過戶登記處。

2. 用途

閣下於本表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納及核實或遵循本接納及過戶表格及合併文件載列之條款及申請程序；
- 登記以閣下名義轉讓股份；
- 保存或更新有關股份持有者之名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據股份要約有權取得之配額；
- 自要約方、第一上海證券及/或彼等各自之代理人(如股份過戶登記處)發佈通訊；
- 編製統計資料及股東資料；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約方、第一上海證券及/或股份過戶登記處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及/或以便要約方、第一上海證券及/或股份過戶登記處履行彼等對股東及/或監管機構之責任及股東可能不時同意或知悉之任何其他用途。

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、第一上海證券及/或股份過戶登記處為達致上述或其中任何用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其可能向或自下列任何及所有個人及實體披露、獲取、轉交(無論在香港或香港以外地區)該等個人資料：

- 要約方之顧問及/或代理，如財務顧問、法律顧問及股份過戶登記處；
- 向要約方、第一上海證券及/或股份過戶登記處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、證監會及任何其他監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，如閣下之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約方、第一上海證券及/或股份過戶登記處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

私隱條例賦予閣下權利以確認要約方、第一上海證券及/或股份過戶登記處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。

依據私隱條例之規定，要約方、第一上海證券及/或股份過戶登記處可就獲取任何資料之請求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約方、第一上海證券及/或股份過戶登記處(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款