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FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.
 本接納及過戶表格在閣下有意接納股份收購建議時適用。



CyberM International (Holdings) Limited

美域數碼國際(控股)有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 8017)

(股份代號: 8017)

FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF CYBERM INTERNATIONAL (HOLDINGS) LIMITED

美域數碼國際(控股)有限公司已發行股本中
 每股面值0.10港元股份之接納及過戶表格

To be completed in every detail 每項均須填寫

Branch Registrar in Hong Kong: Computershare Hong Kong Investor Services Limited
 香港股份過戶登記分處: 香港中央證券登記有限公司

Shop 1712-1716, 17/F
 Hopewell Centre
 183 Queen's Road East
 Wanchai, Hong Kong
 香港灣仔皇后大道東183號
 合和中心17樓1712-1716室

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, you will be deemed to have accepted the Share Offer in respect of your entire registered holding of Shares.
 請填上接納股份收購建議之股份總數，如無填寫數目或所填寫之數目超過閣下登記持有之股份數目，則閣下名下全部登記持有之股份均被視作接納股份收購建議論。

PLEASE DO NOT DATE
 請勿填寫日期

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.10 each in the issued share capital of CyberM International (Holdings) Limited (the "Share(s)") specified below.
 下述「轉讓人」現按下列代價，向下述「承讓人」轉讓以下文所註美域數碼國際(控股)有限公司已發行股本每股面值0.10港元之股份(「股份」)。

Number of Share(s) 股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人 姓名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Surname(s)/Company name(s) 姓氏或公司名稱	Other name(s) 名字
	Registered address 登記地址	
	Telephone number 電話號碼	
	CONSIDERATION 代價	
TRANSFEREE 承讓人	Name 名稱 : Wide Fine International Limited 博暉國際有限公司 Correspondence address 通訊地址 : 6th Floor, Ping Lam Commercial Building, 280 Lockhart Road, Wanchai, Hong Kong 香港灣仔駱克道280號平霖商業大廈6樓 Occupation 職業 : Corporation 法人團體	
SIGNED by the parties to this transfer this _____ day of _____ 2005 轉讓雙方簽署日期: 二零零五年 _____ 月 _____ 日		

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 地址
 Occupation 職業

Signature(s) of Transferor(s)
 轉讓人簽署

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

<p>Do not complete 請勿填寫本欄</p> <p>Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署: SIGNATURE OF WITNESS 見證人簽署</p> <p>Name of Witness 見證人姓名</p> <p>Address 地址</p> <p>Occupation 職業</p>	<p>For and on behalf of 代表 Wide Fine International Limited 博暉國際有限公司</p> <p>Signature of Transferee 承讓人簽署</p>
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THE 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 stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or otherwise transferred all your shares of HK\$0.10 each (the "Share(s)") in CyberM International (Holdings) Limited (the "Company"), you should at once hand this WHITE form of acceptance and transfer and the accompanying composite offer document dated 28th November, 2005 (the "Composite Offer Document") to the purchaser(s) or the transferee(s) or to the bank, licensed securities dealer 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 (as defined below) 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 inform yourself about and observe any applicable 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 consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Composite Offer Document before completing this form of acceptance and transfer. To accept the mandatory unconditional cash offer made by Baron Capital Limited ("Baron Capital") on behalf of Wide Fine International Limited (the "Offeror") to acquire your Shares at a cash consideration of HK\$0.0676 per Share (the "Share Offer"), you should complete and sign this WHITE form of acceptance and transfer overleaf and forward this entire form, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), or for not less than such number of Shares in respect of which you wish to accept the Share Offer, by post or by hand, to **Computershare Hong Kong Investor Services Limited at Shop 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (the "Registrar")** marked "CyberM Share Offer" on the envelope, as soon as practicable after receipt of this form, but in any event so as to reach the Registrar by no later than 4:00 p.m. on Tuesday, 20th December, 2005. All words and expressions defined in the Composite Offer Document shall, unless the context otherwise requires, have the same meanings when used in this WHITE form of acceptance and transfer.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: Baron Capital and the Offeror

1. My/Our execution of this WHITE form of acceptance and transfer overleaf (whether or not such form is dated which shall be binding on my/our successors and assigns) and shall constitute:
 - (a) my/our acceptance of the Share Offer made by Baron Capital on behalf of the Offeror, as contained in the Composite Offer Document for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this WHITE form of acceptance and transfer or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holders of, in respect of all such Shares as to which I/we am/are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to Baron Capital and/or the Offeror 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 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 authorize and instruct the Registrar to hold such Share Certificate(s) on and subject to the terms and conditions of the Share Offer as if it was/they were Share Certificate(s) delivered to the Registrar together with this form of acceptance and transfer;
 - (c) my/our irrevocable instruction and authority to Baron Capital and/or the Offeror 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 deduction all ad valorem stamp duty and (if any) transaction levy payable by me/us in connection with my/our acceptance of the Share Offer, by post at my/our risk to the person named 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;
(Note: 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 joint registered shareholders.)
Name: (in block capitals)
Address: (in block capitals)
 - (d) my/our instruction and authority to Baron Capital or the Offeror or such person or persons as any of them 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 Shares 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 WHITE form of acceptance and transfer in accordance with the provisions of that Ordinance;
 - (e) my/our instruction and authority to Baron Capital or the Offeror or such person or persons as any of them may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date 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 it may direct my/our Shares tendered for acceptance of the Share Offer;
 - (f) 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 Shares tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all rights of pre-emption, liens, charges, options, claims, equities, encumbrances and any other third party rights or interests of any nature whatsoever and together with all rights, benefits and entitlements accruing and attaching thereto on the date of the Composite Offer Document and thereafter, including the right to receive all dividends, rights and distributions declared, made or paid on such Shares on or after the date of the Composite Offer Document; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by Baron Capital or the Offeror or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
2. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorizations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorize and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) forwarded with this form of acceptance and transfer, together with this form of acceptance and transfer duly cancelled, by post at my/our risk to the person and address stated in paragraph 1(c) 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 Baron Capital and/or the Offeror or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).
3. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or indemnity or indemnities as may be required by Baron Capital and the Offeror in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms of the Share Offer. I/We understand that no acknowledgment of receipt of any form(s) of acceptance and transfer, share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given.
4. I/We hereby warrant and represent to you that, I am/we are the registered shareholder(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 the Share Offer free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and all other third party rights or interests of any nature whatsoever and together with all rights, benefits and entitlements attaching and accruing thereto on the date of the Composite Offer Document and thereafter, including the right to receive all dividends, rights and distributions declared, paid or made on such Shares on or after the date of the Composite Offer Document.

本接納及過戶表格乃重要文件，請即處理。閣下如對本接納及過戶表格之任何方面或應採取之行動有任何疑問，應諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之美域數碼國際(控股)有限公司(「本公司」)每股面值0.10港元股份(「股份」)全部售出或以其他方式轉讓，務請立即將本白色接納及過戶表格連同隨附日期為二零零五年十一月二十八日之綜合收購建議文件(「綜合收購建議文件」)送交買主或承讓人或經手買賣或轉讓之銀行、持牌證券交易商或其他代理，以便轉交買主或承讓人。

向居住於香港以外司法權區之若干人士提出股份收購建議(定義見下文)可能會受到有關司法權區法例影響。倘閣下為香港以外司法權區之公民或居民或國民，應自行瞭解及遵守任何適用之法律規定。閣下如欲接納股份收購建議，即有責任自行完全遵守有關司法權區在此方面之法例，包括獲得任何可能需要之政府、外匯管制或其他同意或辦理其他必需手續及就有關司法權區支付任何轉讓或其他稅項。

如何填寫本表格

股東填寫本接納及過戶表格前，務請細閱綜合收購建議文件。閣下如接納由建勤融資有限公司(「建勤融資」)代表博暉國際有限公司(「要約人」)提出以每股股份0.0676港元之現金代價收購閣下之股份之強制性無條件現金收購建議(「股份收購建議」)，應填妥及簽署本白色接納及過戶表格背頁，然後將本表格整份連同閣下所持有之全數股份或不少於有關閣下擬接納股份收購建議之股份數目之股票(「股票」)及/或過戶收據及/或任何其他所有權文件(及/或有關之任何賠償保證)，在切實可行之情況下，於接獲本表格後盡快郵寄或親身交回香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室(「過戶處」)，信封面請註明「美域數碼股份收購建議」，但在任何情況下最遲須於二零零五年十二月二十日(星期二)下午四時前送達過戶處。除非文義另有所指，本白色接納及過戶表格所用之所有詞彙及用語與綜合收購建議文件所界定者具有相同涵義。

股份收購建議之接納及過戶表格

致：建勤融資及要約人

1. 本人/吾等簽署本白色接納及過戶表格背頁(無論該表格是否已註明日期，本人/吾等之承繼人及委任人將受此約束)，即表示：

- (a) 本人/吾等根據綜合收購建議文件所載由建勤融資代表要約人提出之股份收購建議之代價及條款與條件，並受本白色接納及過戶表格條款及條件之規限，就本接納及過戶表格所註明數目之股份接納股份收購建議，或如未有註明數目或所註明之數目較本人/吾等名下登記持有之股份數目為高，則本人/吾等名下登記持有之全部該等股份將被視作接納；
- (b) 本人/吾等向建勤融資及/或要約人或彼等各自之代理作出不可撤回之指示及授權，代表本人/吾等憑交出隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(如有)(及/或任何就此所需令人信納之賠償保證)，向本公司或過戶處領取本人/吾等就股份應獲發之股票，並將有關股票送交過戶處，且授權及指示過戶處在股份收購建議之條款及條件之規限下持有該等股票，猶如該等股票已連同本接納及過戶表格一併交回過戶處；
- (c) 本人/吾等向建勤融資及/或要約人或彼等各自之代理作出不可撤回之指示及授權，將本人/吾等根據股份收購建議之條款應得之現金代價，在扣除本人/吾等就接納股份收購建議而應付之一切從價印花稅及(如有)交易費後，以「不得轉讓—只准入抬頭人賬戶」方式劃線開出支票予本人/吾等，然後寄交下述人士或(如無填上姓名及地址，則按本公司股東名冊之登記地址寄予本人或(如屬聯名登記股東)吾等中排名首位之人士)，有關風險由本人/吾等自行承擔；

(附註：如收取支票之人士並非登記股東或排名首位之聯名登記股東，則請在本欄填上應收取支票人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

- (d) 本人/吾等向建勤融資或要約人或彼等指定之人士作出指示及授權，代表本人/吾等以根據股份收購建議出售股份之賣方身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須由本人/吾等訂立及簽署之買賣單據，並按該條例之條文就此繳付印花稅及安排在本白色接納及過戶表格背書證明；
- (e) 本人/吾等向建勤融資或要約人或彼等指定之人士作出指示及授權，代表本人/吾等填妥及簽署任何文件，包括但不限於在本接納及過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，刪去該日期，然後另行填上日期，以及辦理任何其他必需或適當之手續，將本人/吾等就接納股份收購建議交出之股份轉歸要約人或其指定人士所有；
- (f) 本人/吾等承諾在必需或適當時簽署其他文件以及辦理其他手續及事項，以確保轉讓本人/吾等向要約人或其指定人士就接納股份收購建議交出之股份概不附帶任何優先權、留置權、抵押、購股權、索償、衡平權、產權負擔及任何其他第三方權利或任何其他性質權益，並附有於綜合收購建議文件日期及之後產生及附帶之一切權利、利益及應有權益，包括有權收取就該等股份於綜合收購建議文件日期或之後所宣派、作出或派付之一切股息、權利及分派；及
- (g) 本人/吾等同意認可各項及一切由建勤融資或要約人或彼等各自之代理或其/彼等指定之人士在行使本文所載之任何權利時所辦理或完成之手續或事項。

2. 倘本人/吾等之接納根據股份收購建議之條款乃屬無效或被視作無效，則上文第1段所載之一切指示、授權及承諾均告終止，而本人/吾等授權並要求閣下將本人/吾等隨附本接納及過戶表格送交之股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之賠償保證)，連同已正式註銷之本接納及過戶表格一併寄回上文1(c)段所述人士及地址或(如無填上姓名及地址，則按本公司股東名冊所示之登記地址寄回本人或(如屬聯名登記股東)吾等中排名首位之人士)，有關風險由本人/吾等自行承擔。

附註：倘閣下交回一份或多份過戶收據，而建勤融資及/或要約人或彼等各自之代理同時已代表閣下向本公司或過戶處領取有關股票，則閣下將獲發還此等股票而非過戶收據。

3. 本人/吾等茲附上本人/吾等持有之全部/部分股份之有關股票及/或過戶收據及/或所有權文件(及/或建勤融資及要約人就此所需之任何賠償保證)，由閣下按股份收購建議之條款予以保存。本人/吾等明白，任何交回之接納及過戶表格、股票、過戶收據及/或任何其他所有權文件(及/或任何就此所需令人信納之賠償保證)概不獲發收據。
4. 本人/吾等謹此向閣下保證及聲明，本人/吾等為於本接納及過戶表格所列數目股份之登記股東，而本人/吾等擁有透過接納股份收購建議，出售及轉讓該等股份之所有權及擁有權予要約人之一切權利、權力及授權，且該等股份概不附帶任何優先權、購股權、留置權、索償、衡平權、抵押、產權負擔及所有其他第三方權利或任何其他性質之權益，並附有於綜合收購建議文件日期及之後附帶及產生之所有權利、利益及應有權益，包括有權收取於綜合收購建議文件日期或之後就該等股份所宣派、派付或任出之一切股息、權利及分派。

PERSONAL DATA

Personal information Collection Statements

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 20th December, 1996. This personal information collection statement informs you of the policies and practices of the Offeror, the Registrar and in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Share Offer for your Share(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.

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 and the Composite Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holder(s) of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or Baron Capital or their agents and the Registrar;
- compiling statistical code information and shareholder(s) profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholder(s) 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 and 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:

- Offeror, Baron Capital and their agents, and the Registrar;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers; and
- any other persons whom the Offeror or the Registrar considers to be necessary or desirable in the circumstances.

BY SIGNING THIS FORM YOU AGREE TO ALL OF THE ABOVE

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror or the Registrar hold 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 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 or the Registrar (as the case may be).

個人資料

個人資料收集聲明

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在知會閣下有關於要約人及過戶處以及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

閣下如欲就股份接納股份收購建議，必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被拒或延誤處理。

2. 用途

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

- 處理閣下之接納申請及核實或遵循本表格及綜合收購建議文件所載條款及申請程序；
- 登記閣下名下股份之轉讓；
- 保存或更新有關股份持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 要約人及／或建勳融資或其代理及過戶處發放通訊；
- 編製統計代碼資料及股東資料；
- 按法律、規則或規例(無論法定或其他規定)作出披露；
- 有關要約人或過戶處業務之任何其他用途；及
- 上述有關任何其他臨時或關連用途及股東可能不時同意或獲知會之其他用途。

3. 個人資料轉交

本表格提供之個人資料將作為機密資料妥當保存，但要約人及過戶處為達致上述任何用途，可能作出必需之查詢，以確認個人資料之準確性，彼等尤其可能向或由下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外)該等個人資料：

- 要約人、建勳融資及其代理及過戶處；
- 就過戶處經營業務提供行政、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；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易之任何其他人士或機構，例如閣下之往來銀行、律師、會計師或持牌證券交易商；及
- 要約人或過戶處當時認為必需或適當之任何其他人士。

閣下一經簽署本表格即表示同意上述所有條款

4. 獲取及更正個人資料

根據該條例之規定，閣下有權確認要約人或過戶處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及過戶處可就獲取任何資料之請求收取合理手續費。獲取或更正資料或獲取有關政策及慣例與所持資料類別之資料之所有請求，須提交要約人或過戶處(視乎情況而定)。



CyberM International (Holdings) Limited

美域數碼國際(控股)有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 8017)

FORM OF ACCEPTANCE AND CANCELLATION OF OUTSTANDING SHARE OPTIONS

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form of acceptance and cancellation of outstanding Share Options 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 advisor.

Terms used herein shall have the same meanings as defined in the Composite Offer Document dated 28th November 2005, relating to the mandatory unconditional cash offers made by Baron Capital Limited on behalf of Wine Fine International Limited (the "Offeror") to acquire all the issued Shares (other than those already owned or agreed to be acquired by the Offeror or parties acting in concert with it), and for the cancellation of all outstanding Share Options of CyberM International (Holdings) Limited (the "Company").

The making of the Option Offer by Baron Capital Limited, on behalf of the Offeror to persons who are citizens, residents or nationals of a jurisdiction outside Hong Kong, may be affected by the laws of the relevant jurisdiction. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Option 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 consent which may be required or the compliance with other necessary formalities and the payment of any taxes due in respect of such jurisdiction. You will also be responsible for any such taxes by whomsoever payable and the Offeror, Baron Capital Limited and any person acting on their behalf shall be entitled to be fully indemnified and held harmless by you for any such taxes as you may be required to pay. Acceptance of the Option Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

To: Baron Capital Limited, the Offeror and the Company

I _____ of _____
_____ ¹ (the "Optionholder")
hereby accept the Option Offer made by Baron Capital Limited on behalf of the Offeror and agree to the cancellation of the following outstanding Share Options granted to me to subscribe for shares of HK\$0.10 each of the Company at the relevant offer price(s) set out below. The Share Option certificate(s) (if any) relating to such outstanding Share Option(s) is/are enclosed herewith for the Company's cancellation².

Exercise price of outstanding Share Options	Amount of cash to be paid for every 10,000 Share Options	Number of outstanding Share Options ³
HK\$0.20	HK\$1.00	
HK\$1.18	HK\$1.00	

My execution of this form of acceptance shall constitute my irrevocable instruction and authority to each of the Offeror and/or Baron Capital Limited and/or any of their respective agent(s) to send a cheque crossed "Not negotiable account payee only" drawn in favour of the person named below or, if no name is stated below, in my favour, for the cash consideration to which I shall have become entitled under the terms of the Option Offer by post at my risk to the person named and at the address stated below or, if no name or address is stated below, to me at the address to which this form is sent. Posting of a cheque drawn and sent to me or the person stated below shall constitute a complete discharge of the obligations of the Offeror, Baron Capital Limited and any of their respective agent(s) hereunder.

(Note: insert name and address of the person to whom the cheque is to be drawn and sent if different from the Optionholder.)

Name: (in BLOCK CAPITALS) _____

Address: _____

Dated this _____ day of _____ 2005

Signature of the
abovementioned Optionholder

Notes:

- Please insert full name and address in BLOCK CAPITALS.
- If the number of outstanding Share Option(s) surrendered for cancellation is less than the number of outstanding Share Option(s) held by the Optionholder, the Company will provide a confirmation letter in relation to the balance of the outstanding Share Option(s) to such Optionholder.
- Please insert the number of outstanding Share Option(s) to be surrendered for cancellation. If no number is inserted or a number in excess of your registered holding of outstanding Share Option(s) is/are inserted, you will be deemed to have accepted the Option Offer in respect of your entire holding of outstanding Share Option(s).
- This completed **YELLOW** form of acceptance together with the relevant Share Option certificate(s) (if any) for the whole of your holding of the outstanding Share Option(s), or for the number of the outstanding Share Option(s) in respect of which you accept the Share Offer, should be sent by post or by hand to the company secretary of the Company at Room 2007-9, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong, marked "**CyberM Option Offer**" on the envelope, as soon as practicable and in any event so as to reach the company secretary of the Company at the aforesaid address by no later than **4:00p.m. on Tuesday, 20th December, 2005, or such later time and/or date as the Offeror may determine and announce with the consent of the Executive.** No acknowledgment of receipt of any **YELLOW** form of acceptance or Share Options certificate(s) (if any) will be given. The provisions of Appendix I to the Composite Offer Document are incorporated into and form part of this **YELLOW** form of acceptance.



CyberM International (Holdings) Limited
美域數碼國際(控股)有限公司
 (於百慕達註冊成立之有限公司)
 (股份代號：8017)

尚未行使購股權接納及註銷表格

本表格乃重要文件，閣下須即時處理。閣下如對本尚未行使購股權接納及註銷表格之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或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

本表格採用之詞彙與於二零零五年十一月二十八日刊發之綜合收購建議文件所界定者具備相同涵義，綜合收購建議文件內容有關建勤融資有限公司代表博暉國際有限公司(「要約人」)提出強制性無條件現金收購建議，以收購美域數碼國際(控股)有限公司(「本公司」)之所有已發行股份(不包括要約人或其一致行動人士經已擁有或同意收購者)及註銷所有尚未行使購股權。

由建勤融資有限公司代表要約人向香港境外司法權區之公民、居民或國民提出購股權收購建議或會受到有關司法權區之法例影響。倘閣下為香港境外司法權區之公民、居民或國民，務請自行瞭解並遵守任何適用法例規定。閣下如欲接納購股權收購建議，則有責任完全遵守有關司法權區之有關法例，包括取得任何可能規定之政府、外匯管制或其他同意或辦理其他必要之正式手續，以及支付該司法權區之任何應付稅項。閣下亦須負責支付任何人士之任何上述稅項，而要約人及建勤融資有限公司及彼等之代表均有權獲悉數賠償及毋須就閣下可能須支付任何上述稅項承擔任何責任。閣下接納購股權收購建議，即表示閣下保證閣下根據所有適用法例獲准收取及接納購股權收購建議(包括任何有關修訂)，而有關接納根據所有適用法例為有效及具約束力。

致：建勤融資有限公司、要約人及本公司

本人 _____ 地址為 _____

(附註1) (「購股權持有人」)

謹此接納由建勤融資有限公司代表要約人提出之購股權收購建議，並同意註銷以下授予本人之尚未行使購股權，該等購股權可按下文所載之有關發售認購本公司每股面值0.10港元之股份。隨本表格附奉有關該等尚未行使購股權之購股權證書(如有)，以供本公司註銷(附註2)。

尚未行使購股權之行使價	就每10,000份購股權將予支付之現金金額	尚未行使購股權數目(附註3)
0.20港元	1.00港元	
1.18港元	1.00港元	

一經簽署本接納表格，即表示本人不可撤回地指示及授權要約人及/或建勤融資有限公司及/或彼等各自之任何代理，就本人根據購股權收購建議之條款應得之現金代價，以「不得轉讓—只准入抬頭人賬戶」之方式向下述人士或，或如無填上姓名，則向本人開出劃線支票，然後按以下地址寄予下述人士，或如無填上姓名或地址，則按寄本表格予本人之地址寄予本人，郵誤風險概由本人自行承擔。一旦要約人、建勤融資有限公司及彼等各自之任何代理向本人或下述人士開出及寄出支票，即表示其完成責任。

(附註：如提取及收取支票之人士並非購股權持有人，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： _____

日期：二零零五年 _____ 月 _____ 日

上述購股權持有人簽署

附註：

- 請以正楷填寫全名及地址。
- 倘交回以供註銷之尚未行使購股權數目少於購股權持有人所持有之尚未行使購股權數目，則本公司將向該名購股權持有人發出有關尚未行使購股權餘額之確認函件。
- 請填寫將交回以供註銷之尚未行使購股權數目。如無填寫數目或所填寫數目超過閣下登記持有之尚未行使購股權數目，則閣下將被視為已就名下全部尚未行使購股權接納購股權收購建議。
- 填妥之本黃色接納表格連同閣下名下全部尚未行使購股權或有關閣下接納股份收購建議之尚未行使購股權數目之購股權證書(如有)，須於實際可行情況下儘快郵寄或親身交回本公司之公司秘書，地址為香港灣仔港灣道26號華潤大廈2007至9室，惟無論如何須於二零零五年十二月二十日(星期二)下午四時正或要約人可能決定及公佈並獲執行理事同意之較後時間及/或日期前，按上述地址交回本公司之公司秘書，信封面請註明「美域數碼購股權收購建議」。本公司將不會就任何黃色接納表格或購股權證書(如有)發出收訖通知。綜合收購建議文件附錄一之條文已納入本黃色接納表格並為其中一部分。