Unless the context otherwise requires, terms used in this **WHITE** Form of Acceptance shall bear the same meanings as those defined in the composite document dated 31 May 2016 (the "Composite Document") jointly issued by China Grand Automotive Services, Co., Ltd, China Grand Automotive Services (Hong Kong) Limited and Baoxin Auto Group Limited.
除文義另有所指外，本**白色**接受表格所用詞彙與廣匯汽車服務股份公司、廣匯汽車服務(香港)有限公司及寶信汽車集團有限公司於二零一六年五月三十一日聯合刊發之綜合文件(「綜合文件」)所界定者具有相同涵義。

**To be completed in all respects except the sections marked "Do not complete"**
**除註明「毋須填寫」之部分外，每項均須填寫**

**WHITE FORM OF ACCEPTANCE**
**白色接受表格**

Branch share 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

Shops 1712–1716, 17th Floor, 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號舖

# BAOXIN AUTO GROUP LIMITED
# 寶信汽車集團有限公司

*(Incorporated in the Cayman Islands with limited liability)*
*(於開曼群島註冊成立之有限公司)*

**(Stock code: 1293)**
**(股份代號：1293)**

## VOLUNTARY CONDITIONAL CASH PARTIAL OFFER BY CMB INTERNATIONAL ON BEHALF OF THE OFFEROR TO ACQUIRE A MAXIMUM OF 75 PER CENT. OF THE ISSUED SHARE CAPITAL OF BAOXIN AUTO GROUP LIMITED FROM QUALIFYING SHAREHOLDERS
## 招銀國際代表要約人作出之自願性有條件現金部分要約，藉以向合資格股東收購最多75%的寶信汽車集團有限公司已發行股本

**TO ACCEPT THE PARTIAL OFFER (Please refer to the note)**
**接納部分要約(請參閱附註)**

| | | |
|---|---|---|
| **FOR THE CONSIDERATION** stated below the "Transferor" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.<br>根據本表格及隨附之綜合文件所載條款及條件，下列「轉讓人」現按下列**代價**，將以下註明轉讓人所持有之股份轉讓予下列「承讓人」。 | | |
| Number of Shares tendered for acceptance<br>閣下提呈接納之股份數目 | FIGURES<br>數目 | WORDS<br>大寫 |
| Share certificate number(s)<br>股票編號 | | |
| TRANSFEROR name(s) and address in full<br>轉讓人全名及地址<br>(EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS)<br>(請用打字機或正楷填寫) | Family name(s) or company name(s)<br>姓氏或公司名稱 | Forename(s)<br>名字 |
| | Registered address<br>登記地址 | Telephone number<br>電話號碼 |
| CONSIDERATION<br>代價 | HK$5.99 in cash for each Share of Baoxin Auto Group Limited tendered for acceptance<br>以現金每股5.99港元提呈接納寶信汽車集團有限公司之股份 | |
| TRANSFEREE<br>承讓人 | Name 名稱:<br>Correspondence address:<br>通訊地址：<br>Occupation 職業 | China Grand Automotive Services (Hong Kong) Limited<br>廣匯汽車服務(香港)有限公司<br>Room A, 20/F, Kiu Fu Commercial Building, 300 Lockhart Road, Wan Chai<br>灣仔駱克道300號僑阜商業大廈20樓A座<br>Corporation 法團 |

Insert the total number of Shares for which the Partial Offer is accepted. If no number or a number in excess of your registered holding of Shares is inserted, your form will be incomplete and will not be accepted.
填入所接納部分要約的股份總數。如無填入數目或填入的數目超過 閣下登記持有的股份，則 閣下的表格即不完整且不獲接納。

Note: Subject to the Partial Offer becoming unconditional in all respects, the total number of Shares taken up by the Offeror from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Composite Document. Fractions of Shares will not be taken up under the Partial Offer. The number of Shares to be purchased from you by the Offeror in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Offeror.

附註： 待部分要約在各方面成為無條件後，要約人自閣下承購之股份總數將就提呈接納之股份總數按載於綜合文件之公式釐定。根據部分要約，零碎股份將不會獲承購。要約人就閣下之接納將向閣下購買之股份數目，將會由要約人酌情決定上調或下調以湊整至最接近之整數。

Please **SIGN BELOW ONCE** in the capacity as the Transferor to accept the Partial Offer.
請於下文**簽署一次**，以作為轉讓人接納部分要約。

Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below. All joint holders must sign.
閣下應在並非另一名聯名持有人之18歲或以上人士之見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。所有聯名持有人均須簽署。

**ALL JOINT REGISTERED HOLDERS MUST SIGN HERE**
**所有聯名登記持有人均須於本欄簽署**

Signed by or on behalf of the Transferor(s) in the presence of:
轉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

Name of Witness
見證人姓名

Address of Witness
見證人地址

Occupation of Witness
見證人職業

Signature(s) of Qualifying Shareholder/Transferor Company chop, if applicable
合資格股東／轉讓人簽署公司印鑑(如適用)

Date of submission of this WHITE Form of Acceptance
提交本白色接受表格之日期

**Do not complete 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

Name of Witness
見證人姓名

Address of Witness
見證人地址

Occupation of Witness
見證人職業

For and on behalf of 代表
China Grand Automotive Services (Hong Kong) Limited 廣匯汽車服務(香港)有限公司

Correspondence address: Room A, 20/F, Kiu Fu Commercial Building, 300 Lockhart Road, Wan Chai
通訊地址： 灣仔駱克道300號僑阜商業大廈20樓A座

Occupation 職業： Corporation 法團

Authorised Signatory(ies):
授權簽署人：

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理簽署

Date of signing by Transferee or its duly authorised agent(s)
承讓人或其正式授權代理簽署日期

## THIS WHITE FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

**If you are in any doubt as to any aspect of this WHITE Form of Acceptance 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 otherwise transferred all your Shares, you should at once hand this WHITE Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). (Only one WHITE Form of Acceptance will be accepted from each Qualifying Shareholder by the Registrar.)**

The acceptance of the Partial Offer by persons who are citizens or residents or nationals of jurisdictions outside Hong Kong may be prohibited or 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 the responsibility of each overseas Qualifying Shareholder who wishes to accept the Partial Offer to satisfy himself/herself/itself 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, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions. Any acceptance of the Partial Offer by a Qualifying Shareholder will be deemed to constitute a representation and warranty from such Shareholder to CGA, the Offeror and the Company that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This **WHITE** Form of Acceptance should be read in conjunction with the Composite Document. All words and expressions defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this form.

## HOW TO COMPLETE THIS WHITE FORM OF ACCEPTANCE

You should read the Composite Document before completing this form. To accept the Partial Offer made by CMB International for and on behalf of the Offeror at HK$5.99 per Share in cash, you should duly complete and sign this form and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for not less than the number of Shares in respect of which you wish to accept the Partial Offer, by post or by hand, in an envelope marked "**Baoxin Auto Group Limited — Partial Offer**", to the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Tuesday, 21 June 2016, being the First Closing Date or such other time and/or date as the Offeror may decide and announce and the Executive may approve. Unless the Partial Offer is extended or revised in accordance with the Code, no **WHITE** Form of Acceptance received after the Final Closing Date will be accepted.

If you require any assistance in completing this **WHITE** Form of Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Partial Offer, please contact the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong or at its hotline at (852) 2862 8555.

## WHITE FORM OF ACCEPTANCE IN RESPECT OF THE PARTIAL OFFER

**To: CGA, the Offeror and CMB International**
**To: The Company and the Registrar**

1. My/Our execution of this **WHITE** Form of Acceptance (whether or not such form is dated) shall also be binding on my/our successors and assignees, and shall constitute:

(a) my/our acceptance of the Partial Offer made by CMB International for and on behalf of the Offeror and subject to the terms set out or referred to in the Composite Document and this **WHITE** Form of Acceptance in respect of the number of Shares indicated above, subject to adjustment, and such acceptance shall be irrevocable except in the circumstances that the Executive requires that such Accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Code;

(b) my/our irrevocable instruction and authority to each of CGA, the Offeror and CMB International or their respective agent(s) to send a cheque marked "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 Partial Offer and (if applicable) any 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) (if applicable) for Shares not taken up or, if applicable, Share certificate(s) in respect of the balance of such Shares (taking into account any adjustment of my/our acceptance, stamp duty and the fees payable to the Registrar in respect of lost or unavailable Share certificates) by ordinary post at my/our own 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 as soon as possible but in any event within seven business days (as defined in the Code) following the Final Closing Date;

(Insert name and address of the person to whom the cheque and (if applicable) Share certificates should 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 each of CGA, the Offeror and/or CMB International and/or the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to date this document and 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 and accepted under the Partial Offer and to cause the same to be stamped and to cause an endorsement to be made on this **WHITE** Form of Acceptance, or cause a stamp certificate to be issued in respect of this **WHITE** Form of Acceptance, in accordance with the provisions of that Ordinance;

(d) my/our irrevocable instruction and authority to each of CGA, the Offeror and/or CMB International and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Partial Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) accepted under the Partial Offer;

(e) my/our understanding that my/our execution of this **WHITE** Form of Acceptance shall be deemed to constitute acceptance of the Partial Offer in respect of the Shares indicated above on and subject to the terms set out or referred to in the Composite Document and this **WHITE** Form of Acceptance, including any revision or extension of the terms of such Partial Offer, in the case of any revision, where the Partial Offer is revised and the consideration offered under such revised Partial Offer does not represent on such date (on such basis as CMB International, on behalf of the Offeror may consider appropriate) a reduction in the value of the Partial Offer in its original or any previously revised form(s); with effect from the date of receipt hereof or such later date as first written above and also my/our instruction and authority to each of CGA, the Offeror and/or CMB International and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Partial Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;

(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 Share(s) accepted under the Partial Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date.

(g) my/our agreement to ratify each and every act or thing which may be done or effected by CGA, the Offeror and/or CMB International and/or their respective agents or such person or persons as any of them may direct on the exercise of any rights contained herein; and

(h) my/our irrevocable instruction and authority to CGA, the Offeror and/or CMB International and/or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the Share(s) 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 (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable) 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 Partial Offer as if it/they were Share certificate(s) delivered to the Registrar together with this **WHITE** Form of Acceptance.

2. I/We understand that acceptance of the Partial Offer by me/us will be deemed to constitute a warranty by me/us to CGA, the Offeror and CMB International that (i) the number of Share(s) specified in this **WHITE** Form of Acceptance for the purpose of acceptance of the Partial Offer will be sold free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in CGA, the Offeror or CMB International or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Partial Offer or my/our acceptance thereof, and is permitted under all applicable laws to receive and accept the Partial 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, or is treated as invalid, in accordance with the terms of the Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request CGA, the Offeror and/or CMB International and/or the Registrar and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or 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.

Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by any of CGA, the Offeror and/or CMB International and/or any of their agent(s) from the Company or the Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.

4. I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) accepted under the Partial Offer and to be held by CGA, the Offeror and/or CMB International and/or the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Partial Offer. I/We understand that no acknowledgement of receipt of any **WHITE** Form(s) of Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.

5. I/We represent and warrant to each of CGA, the Offeror and/or CMB International and/or the Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this **WHITE** Form of Acceptance for the purposes of acceptance of the Partial Offer, as the case may be, and I/we have the full right, power and authority to tender and pass the title and ownership of any of my/our Share(s) tendered for acceptance under the Partial Offer to the Offeror.

6. It is the responsibility of each overseas Qualifying Shareholder who wishes to accept the Partial Offer to satisfy himself/herself/itself 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, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.

7. Any acceptance of the Partial Offer by a Qualifying Shareholder will be deemed to constitute a representation and warranty from such Shareholder to CGA, the Offeror and the Company that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

8. I/We acknowledge that, save as otherwise provided in the Composite Document and this **WHITE** Form of Acceptance expressly, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

**本白色接受表格乃重要文件，請即處理。**

**閣下如對本白色接受表格之任何方面或應採取的行動有任何疑問，應諮詢閣下的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。閣下如已將名下之股份全部售出或以其他方式轉讓，應立即將本白色接受表格及隨附的綜合文件送交買主或承讓人，或經手買賣或轉讓的銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。(過戶登記處僅會接納每名合資格股東遞交一份白色接受表格。)**

屬香港以外司法權區的市民或居民或國民的人士接納部分要約可能會受有關司法權區的法例禁止或影響。倘閣下為香港以外司法權區的市民或居民或國民，應自行了解並遵守任何適用法律規定。每名有意接納部分要約之海外合資格股東有責任就此自行全面遵守有關司法權區的相關法例(包括取得任何政府批准、外匯管制批准或其他同意或存檔及登記規定，以及遵守必要手續或法律或監管規定以及支付於有關司法權區有關合資格股東應付的任何轉讓或其他稅項)。合資格股東接納部分要約將被視為構成有關合資格股東向廣匯汽車、要約人及本公司作出的聲明及保證(i)已遵守有關接納的所有當地法律及規定及(ii)該等合資格股東可根據相關司法權區的法律及法規接納部分要約及根據所有適用法律及法規，該接納應屬有效並具有約束力。

本**白色**接受表格應與綜合文件一併閱讀。除另有指明外，本表格所用文字及詞彙與綜合文件內所界定者具有相同涵義。

## 本白色接受表格填寫方法

閣下務請細閱綜合文件後方填寫本表格。閣下如接納由招銀國際代表要約人提出的部分要約，按現金每股5.99港元接納閣下的股份，則應填妥並簽署本表格，並最遲須於二零一六年六月二十一日(星期二)(即首個截止日或要約人可能釐定及公佈且執行人員可能批准的其他時間及／或日期)下午四時正前將整份表格連同不少於閣下欲接納部分要約相關股份數目的股票、過戶收據及／或任何其他所有權文件(及／或就所有權文件所需獲信納的任何彌償保證或多項彌償保證)(如適用)以郵遞或專人送遞方式送交過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖，信封面請註明「**寶信汽車集團有限公司 — 部分要約**」。除非部分要約根據收購守則延長或修訂，否則於最後截止日後收到的**白色**接受表格將不獲受理。

閣下如對填寫本**白色**接受表格需要任何協助或就部分要約的提呈及交收程序或任何其他類似方面有任何疑問，請聯絡過戶登記處，其地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖，或致電其熱線(852) 2862 8555。

## 有關部分要約的白色接受表格

**致：廣匯汽車、要約人及招銀國際**
**貴公司及過戶登記處**

1. 本人／吾等一經簽署本**白色**接受表格(不論該表格是否已註明日期)，本人／吾等的承繼人及受讓人亦將受此約束，並表示：

   (a) 本人／吾等依據及受制於綜合文件及本**白色**接受表格所載或所指條款，就上文所指的股份數目(可予調整)接納由招銀國際代表要約人提出的部分要約，此接納不得撤回，惟執行人員根據收購守則規則19.2要求賦予有關接納股東撤回權利則除外；

   (b) 本人／吾等不可撤回地指示及授權廣匯汽車、要約人及招銀國際或彼等各自的任何代理，各自將本人／吾等根據部分要約的條款應收的現金代價以「不得轉讓 — 只准入抬頭人帳戶」方式劃線開出的支票及(如適用)未獲承購股份的任何股票及／或過戶收據及／或任何其他所有權文件(及／或就所有權文件所需獲信納的任何彌償保證或多項彌償保證)(如適用)或(如適用)該等股份餘額的股票(經計及任何就本人／吾等接納的調整、印花稅及就遺失或未能出示股票而應付過戶登記處的費用)，以普通郵遞方式盡快且無論如何於最後截止日後的七個營業日(定義見收購守則)內寄至下述人士及地址，或如無填上姓名或地址，則寄至本人或(如屬聯名登記股東)吾等中排名首位者在股東名冊所示登記地址，有關郵遞風險概由本人／吾等承擔；

   (如收取支票的人士與登記股東或聯名登記股東排名首位者的地址不同，則請在本欄填上應收取支票及(倘適用)股票人士的姓名及地址)

   **姓名**：(請用正楷填寫)................................................................................................

   **地址**：(請用正楷填寫)................................................................................................

   (c) 本人／吾等不可撤回地指示及授權廣匯汽車、要約人及／或招銀國際及／或過戶登記處及／或彼等任何一方可能就此指定之有關人士，各自代表本人／吾等於本文件註明日期並製備及簽立按香港法例第117章印花稅條例第19(1)條規定本人／吾等作為部分要約項下出售及被接納股份之賣方須製備及簽立之成交單據，並按該條例之規定安排該單據加蓋印章及安排在本**白色**接受表格背書證明，或安排就本**白色**接受表格發出蓋印證書；

   (d) 本人／吾等不可撤回地指示及授權廣匯汽車、要約人及／或招銀國際及／或彼等任何一方可能指定之有關人士，各自代表本人／吾等填妥及簽署任何有關本人／吾等接納部分要約之任何文件，以及辦理任何其他必需或權宜之手續，將本人／吾等於部分要約項下接納之股份轉歸要約人及／或其可能指定之有關人士所有；

   (e) 本人／吾等明白本人／吾等簽署本**白色**接受表格即被視作根據及受制於綜合文件及本**白色**接受表格所載或所指之條款(包括該部分要約之條款之任何修訂或延長)構成接納有關上述股份之部分要約，而就修訂條款而言，倘部分要約被修訂，而經修訂之部分要約項下提呈之代價並不代表減少在該日(按招銀國際(代表要約人)認為適當之基準)部分要約收購以原訂或任何原先經修訂形式之價值；自該收據日期或上文首次書面釐定之其他較後日期起生效，以及指示及授權廣匯汽車、要約人及／或招銀國際及／或過戶登記處或彼等各自之代理，或彼等任何一方可能就此指示之人士，各自代表本人／吾等接納任何此等經修訂之部分要約及代表本人／吾等以本人／吾等之名義簽署所有該等所需之其他文件(如有)以使此項接納有效；

   (f) 本人／吾等承諾於必需或合宜時簽署有關其他文件及作出有關其他行動及事項，以將本人／吾等根據部分要約接納之股份轉讓予要約人或其可能指定之有關人士，該等股份不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，惟連同於最後截止日或之後累算或附帶或其後成為附帶之一切權利(包括但不限於收取於最後截止日或之後宣派、派付或作出之一切未來股息及／或其他分派(如有)之權利)。

   (g) 本人／吾等同意追認廣匯汽車、要約人及／或招銀國際及／或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本接受表格所載任何權利時可能作出或進行之各種行動或事宜；及

   (h) 本人／吾等不可撤回地指示及授權廣匯汽車、要約人及／或招銀國際及／或彼等各自之代理，代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件(及／或就此所需獲信納之任何彌償保證或多項彌償保證)(如適用)，憑此向過戶登記處領取本人／吾等就股份應獲發之股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據部分要約之條款及條件持有該等股票，猶如該(等)股票已連同本**白色**接受表格一併送交過戶登記處論。

2. 本人／吾等明白本人／吾等接納部分要約，將被視為構成本人／吾等向廣匯汽車、要約人及招銀國際保證(i)本**白色**接受表格就接納部分要約所註明股份數目將在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，惟連同於最後截止日或之後累算或附帶或其後成為附帶的一切權利(包括但不限於收取於最後截止日或之後宣派、派付或作出的一切未來股息及／或其他分派(如有)的權利)下出售；及(ii)本人／吾等並無採取或不採取任何行動而將或可能致使廣匯汽車、要約人或招銀國際或任何其他人士違反任何地區與部分要約或本人／吾等接納有關的法律或監管規定，且彼根據所有適用法例獲准收取及接納部分要約(及其任何修訂)，而根據所有適用法例，該接納為有效及具有約束力。

3. 倘根據部分要約的條款，本人／吾等的接納無效或被視作無效，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／吾等授權並要求廣匯汽車、要約人及／或招銀國際及／或過戶登記處及／或彼等任何一方可能指定的人士將本人／吾等的股票(及／或就此所需獲信納的彌償保證或多項彌償保證)(如適用)，連同已正式註銷的本接受表格一併以普通郵遞方式郵寄予上文第1(b)段所列的人士，或如無列明姓名或地址，則為本人或吾等當中名列首位者(如屬聯名登記股東)在股東名冊所示登記地址，郵誤風險概由本人／吾等承擔。

   附註：倘本人／吾等發出一份或以上過戶收據，而同時廣匯汽車、要約人及／或招銀國際及／或彼等的任何代理其中任何一方已代表本人／吾等向　貴公司或過戶登記處領取有關的股票，則本人／吾等將獲發還股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有根據部分要約接納的全部或部分股份的相關股票、過戶收據及／或任何其他所有權文件(及／或就所有權文件所需獲接納的任何彌償保證或多項彌償保證)(如適用)，及由廣匯汽車、要約人及／或招銀國際及／或過戶登記處及／或彼等任何一方可能指定的人士按部分要約的條款及條件持有。本人／吾等明白任何交回的**白色**接受表格、股票、過戶收據及／或任何其他所有權文件(及／或就所有權文件所需獲接納的任何彌償保證或多項彌償保證)(如適用))概不獲發收據。本人／吾等亦瞭解以普通郵遞方式寄發所有文件的一切郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等向各廣匯汽車、要約人及／或招銀國際及／或過戶登記處及／或彼等任何一方可能指定的人士聲明及保證，本人／吾等為本**白色**接受表格就接納部分要約(視乎情況而定)所註明股份數目的登記股東，而本人／吾等有十足權利、權力及授權向要約人提交及移交根據部分要約接納提交的本人／吾等任何股份的所有權及擁有權。

6. 各海外合資格股東如欲接納部分要約，有責任完全遵守相關司法權區就有關方面的法律，包括取得任何政府、外匯管制或其他方面的同意，或可能要求遵守所有必要手續的備案登記規定或法律或監管規定以及支付於該相關司法權區應收有關合資格股東的任何轉讓或其他稅項。

7. 合資格股東的部分要約接納將被視為構成有關合資格股東向廣匯汽車、要約人及　貴公司作出聲明及保證：(i)有關接納的所有當地法律及法規均已獲遵守及(ii)部分要約可由該等合資格股東根據相關司法權區的法律及法規接納，且該等接納根據所有適用法律及法規應有效及具法律約束力。

8. 本人／吾等知悉，除綜合文件及本**白色**接受表格明文規定外，據此作出的所有接納、指示、授權及承諾均不可撤回及為無條件。

# PERSONAL DATA

**Personal Information Collection Statements**

This personal information collection statement informs you of the policies and practices of CGA, the Offeror, CMB International and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

**1. Reasons for the collection of your personal data**

In accepting the Partial 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. It may also prevent or delay the despatch of the consideration to which you are entitled under the Partial Offer.

**2. Purposes**

The personal data which you provide on this **WHITE** Form of Acceptance 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 **WHITE** Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the Register;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from CGA, the Offeror and/or its agents such as financial advisers, and/or the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of CGA, the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and 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 **WHITE** Form of Acceptance will be kept confidential but CGA, the Offeror and/or CMB International 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:

- CGA, the Offeror, CMB International, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to CGA, the Offeror and/or CMB International and/or the Registrar, in connection with the operation of their businesses;
- 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 or registered institutions in securities; and
- any other persons or institutions whom CGA, the Offeror and/or CMB International and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

**4. Access and correction of personal data**

The Ordinance provides you with rights to ascertain whether CGA, the Offeror and/or CMB International 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 Ordinance, CGA, the Offeror and/or CMB International and/or the Registrar has/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 CGA, the Offeror, CMB International or the Registrar (as the case may be).

**BY SIGNING THIS WHITE FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE**

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# 個人資料

**收集個人資料聲明**

本收集個人資料聲明旨在知會閣下有關廣匯汽車、要約人、招銀國際及過戶登記處及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

**1. 收集閣下個人資料的原因**

閣下就股份接納部分要約時須提供所需的個人資料，倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據部分要約應得的代價。

**2. 用途**

閣下於本**白色**接受表格提供的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：

- 處理閣下的接納及核實或遵循本**白色**接受表格及綜合文件載列的條款及申請手續；
- 登記閣下名義的股份轉讓；
- 保存或更新股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自廣匯汽車、要約人及／或其代理(例如財務顧問)及／或過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東的獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關廣匯汽車、要約人或本公司業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及股東可能不時同意或知悉的其他用途。

**3. 轉交個人資料**

本**白色**接受表格提供的個人資料將會保密，惟廣匯汽車、要約人及／或招銀國際及／或過戶登記處為達致上述或有關任何上述用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 廣匯汽車、要約人、招銀國際、其任何代理及過戶登記處；
- 為廣匯汽車、要約人及／或招銀國際及／或過戶登記處的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他個人或機構，例如閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 廣匯汽車、要約人及／或招銀國際及／或過戶登記處認為必需或適當情況下的任何其他個人或機構。

**4. 獲取及更正個人資料**

根據該條例規定，閣下可確認廣匯汽車、要約人及／或招銀國際及／或過戶登記處是否持有閣下的個人資料、獲取該資料副本、以及更正任何錯誤資料。依據該條例的規定，廣匯汽車、要約人及／或招銀國際及／或過戶登記處有權就獲取任何資料的請求收取合理的手續費。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的資料的所有請求均須提交予廣匯汽車、要約人、招銀國際或過戶登記處(視情況而定)。

**閣下一經簽署本白色接受表格即表示同意上述所有條款**