

Unless the context otherwise requires, terms used in this form of acceptance shall bear the same meanings as those defined in the scheme document dated 16 April 2013 (the "Scheme Document") issued jointly by China Vanadium Titano-Magnetite Mining Company Limited, Trisonic International Limited and Keen Talent Holdings Limited. 除文義另有所指外，本接納表格所用詞彙與中國鈦磁鐵礦業有限公司、合創國際有限公司及創鑫控股有限公司於二零一三年四月十六日聯合刊發之協議安排文件（「協議安排文件」）所界定者具有相同涵義。

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**FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.**

閣下如欲接納期權要約，請使用本接納及註銷表格。



**China Vanadium Titano-Magnetite Mining Company Limited**

**中國鈦磁鐵礦業有限公司**

(於開曼群島註冊成立的有限公司)

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00893)

(股份代號：00893)

**FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS ISSUED BY  
CHINA VANADIUM TITANO-MAGNETITE MINING COMPANY LIMITED**

接納及註銷中國鈦磁鐵礦業有限公司發行之期權的表格

To be completed in full

每項均須填寫

<p><b>FOR THE OPTION AMOUNT</b> stated below, the Optionholder named below hereby accepts the Option Offer and agrees to the surrender for cancellation the number of Option(s) specified below, upon and subject to the terms and conditions contained herein and in the Option Offer Letter and the Scheme Document. 下述期權持有人謹此按下列期權金額接納期權要約並同意交回下列數目的期權以供註銷，惟須遵守本表格、期權要約函件及協議安排文件內之條款及條件。</p>	
<p>Number of Option(s) under the Old Share Option Scheme with an exercise price of HK\$5.05 per Share surrendered for cancellation 交回供註銷之舊股份期權計劃項下行使價為每股5.05港元之期權數目</p>	<p><b>FIGURES</b> 數目</p> <p><b>WORDS</b> 大寫</p>
<p>Number of Option(s) under the Old Share Option Scheme with an exercise price of HK\$4.99 per Share surrendered for cancellation 交回供註銷之舊股份期權計劃項下行使價為每股4.99港元之期權數目</p>	<p><b>FIGURES</b> 數目</p> <p><b>WORDS</b> 大寫</p>
<p>Number of Option(s) under the New Share Option Scheme with an exercise price of HK\$3.60 per Share surrendered for cancellation 交回供註銷之新股份期權計劃項下行使價為每股3.60港元之期權數目</p>	<p><b>FIGURES</b> 數目</p> <p><b>WORDS</b> 大寫</p>
<p>Details of Optionholder 期權持有人資料</p>	<p>Family name 姓氏</p> <p>Forename 名字</p>
	<p>Address 地址</p>
	<p>Bank account number (for PRC residents only) 銀行帳戶號碼(只適用於中國居民)</p>
	<p>Telephone number 電話號碼</p>
<p>Option Amount 期權金額</p>	<p>HK\$0.001 per Option for all Options under the Old Share Option Scheme and the New Share Option Scheme 就舊股份期權計劃及新股份期權計劃項下的所有期權而言，為每股期權0.001港元</p>

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

日期：二零一三年\_\_\_\_\_月\_\_\_\_\_日

Signed by the Optionholder in the presence of:

期權持有人在下列見證人見證下簽署：

Name of Witness 見證人姓名：\_\_\_\_\_

Signature of Witness 見證人簽署：\_\_\_\_\_

Address of Witness 見證人地址：\_\_\_\_\_

\_\_\_\_\_

Occupation of Witness 見證人職業：\_\_\_\_\_

Signature of the Optionholder

期權持有人簽署

**THIS FORM OF ACCEPTANCE AND CANCELLATION IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt as to any aspect of this 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.

BofA Merrill Lynch is making the Option Offer on behalf of the Offeror. The making of the Option Offer to the Optionholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Optionholder having registered address outside of Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes payable by you in respect of the acceptance of the Option Offer. Acceptance of the Option Offer by you will constitute a warranty by you to the Offeror, the Parent, BofA Merrill Lynch and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

This form of acceptance should be read in conjunction with the Option Offer Letter and the Scheme Document.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Option Offer is conditional upon the Scheme becoming effective. Optionholders are advised to read the Option Offer Letter and the Scheme Document before completing this form of acceptance. To accept the Option Offer made by BofA Merrill Lynch on behalf of the Offeror, you should complete and sign this form of acceptance overleaf and return this entire form together with the relevant certificate(s) or other documents evidencing the grant of the Option(s) to you and any documents of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or in respect of part of your holding of Options to the Company at **Room 2201, 22/F, Wheelock House, 20 Pedder Street, Central, Hong Kong (marked for the attention of the "Company Secretary")** by no later than 4:30 p.m. (Hong Kong time) on Monday, 10 June 2013 (or such other date and time as may be notified to you by BofA Merrill Lynch or the Offeror). The provisions of the Option Offer Letter are incorporated into and form part of this form of acceptance.

**FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS**

**To: The Offeror, BofA Merrill Lynch and the Company**

1. My execution of this form of acceptance shall be binding on my successors and assigns, and shall constitute:
  - (a) my irrevocable acceptance of the Option Offer made by BofA Merrill Lynch on behalf of the Offeror, as contained in the Option Offer Letter and the Scheme Document, for the Option Amount and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Options as to which I am registered as the Optionholder;
  - (b) my irrevocable instruction and authority to each of BofA Merrill Lynch, the Offeror, the Offeror Director or their respective agent(s) to: (i) send a cheque crossed "Not negotiable – account payee only" in Hong Kong dollars drawn in my favour for the relevant Option Amount to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my own risk to the address provided in this form of acceptance within seven Business Days of the later of: (A) the Scheme becoming effective; and (B) the receipt of a validly completed form of acceptance; or (ii) (if I am a resident of the PRC) make a bank transfer in RMB, at the prevailing exchange rate at the time of conversion of the relevant Option Amount from Hong Kong dollars to RMB (after deducting all applicable taxes that the Offeror and/or the Company are obliged to withhold), to the bank account provided in this form of acceptance within seven Business Days of the later of: (A) the Scheme becoming effective; and (B) the receipt of a validly completed form of acceptance;
  - (c) my authorisations to BofA Merrill Lynch, the Offeror and the Company, jointly and severally, or any director or officer of BofA Merrill Lynch, the Offeror or the Company or any agent of such person to do all acts and things and to execute any document as may be necessary or desirable to give effect to, or in consequence, of the acceptance I have made on this form of acceptance;
  - (d) my 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 cancel my Option(s) surrendered for cancellation under the Option Offer; and
  - (e) my agreement to confirm and ratify each and every act or thing which may be done or effected by the Offeror, the Offeror Director, BofA Merrill Lynch and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein and in the Option Offer Letter.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to the Offeror, the Offeror Director, BofA Merrill Lynch and the Company that the number of Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Options as to which I am registered as the Optionholder, is/are valid and subsisting, is/are hereby surrendered and renounced free from all liens, charges, mortgages, encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights attaching to them as on or after the date of the Scheme Document.
3. I enclose the relevant option certificate(s) (if applicable) for the whole/part of my holding of Option(s) which is/are surrendered for cancellation on the terms and conditions of the Option Offer. I understand that no acknowledgment of receipt of any form of acceptance and/or the relevant certificate(s) or other document evidencing the grant of the Option(s) or other documents of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
4. I understand that any outstanding option certificate(s) (if applicable) in respect of such outstanding Option(s) shall become void once that outstanding Option(s) have been cancelled as a result of my acceptance of the Option Offer pursuant to my decisions shown on this form of acceptance.
5. I hereby warrant and represent to the Offeror, the Parent, BofA Merrill Lynch and the Company that I am the registered holder of the number of Option(s) specified in this form and I have the full right, power and authority to surrender the Option(s) for cancellation by way of acceptance of the Option Offer.
6. I warrant to the Offeror, the Parent, BofA Merrill Lynch and the Company that I have observed and am permitted under all applicable laws and regulations where my address is located as set out in the register of Optionholders of the Company to accept the Option Offer, and any revision thereof; and that I have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I have paid all issue, transfer or other taxes or other required payments due from me in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I warrant to the Offeror, the Parent, BofA Merrill Lynch and the Company that I shall be fully responsible for payment of any transfer or other taxes or duties payable by me in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Option Offer Letter, the Scheme Document and this form of acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
9. I warrant that I have read, understood and agreed to the terms and conditions of the Option Offer (including without limitation those set out in the Option Offer Letter, the Scheme Document and this form of acceptance).

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, the Parent, BofA Merrill Lynch and the Company 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

To accept the Option Offer 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 may also prevent or delay the despatch of the Option Amount to which you are entitled under the Option Offer.

#### 2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this form of acceptance, the Option Offer Letter and the Scheme Document;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, the Parent and/or the Company and/or their respective agents, officers and advisers;
- establishing benefit entitlements of the Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claim on entitlements;
- any other purpose in connection with the business of the Offeror, the Parent and the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or the Parent and/or the Company and/or BofA Merrill Lynch to discharge its obligations to the Optionholders and/or under applicable regulations, and other purpose to which the Optionholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this form of acceptance will be kept confidential but the Offeror and/or the Parent and/or BofA Merrill Lynch and/or the Company 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, the Parent, BofA Merrill Lynch, the Company and/or any of their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or the Parent and/or BofA Merrill Lynch and/or the Company;
- 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or the Parent and/or BofA Merrill Lynch and/or the Company 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 and/or the Parent and/or BofA Merrill Lynch and/or the Company 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/or the Parent and/or BofA Merrill Lynch and/or the Company 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, the Parent, BofA Merrill Lynch or the Company (as the case may be).

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

## 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於約人、母公司、美銀美林及本公司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」)之政策及慣例。

#### 1. 收集閣下個人資料之原因

倘閣下欲就閣下之期權而接納期權要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之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期權要約應得之期權金額。

#### 2. 用途

閣下於本接納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：

- 處理閣下之接納申請及核實或遵循本接納表格、期權要約函件及協議安排文件載列之條款及申請手續；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人、母公司及/或本公司及/或彼等各自之代理、高級職員及顧問之通訊；
- 確定期權持有人之獲益權利；
- 按法例、規則或規例規定(無論法定其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、母公司及本公司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/或令要約人及/或母公司及/或本公司及/或美銀美林得以履行彼等對期權持有人及/或適用法規項下之責任，及期權持有人可能不時同意或知悉之其他用途。

#### 3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及/或母公司及/或美銀美林及/或本公司為達致上述或有關任何上述之用途，可能作出必需之查詢，以確認個人資料之準確性，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：

- 要約人、母公司、美銀美林、本公司及/或彼等任何代理、高級職員及顧問；
- 為要約人及/或母公司及/或美銀美林及/或本公司提供行政、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；
- 與閣下進行交易或建議進行交易之任何其他個人或機構，例如閣下之銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人及/或母公司及/或美銀美林及/或本公司認為必需或適當情況下之任何其他個人或機構。

#### 4. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或母公司及/或美銀美林及/或本公司是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及/或母公司及/或美銀美林及/或本公司可就獲取任何資料之請求收取合理之手續費。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，須提交予要約人、母公司、美銀美林或本公司(視情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。