

A. FURTHER INFORMATION ABOUT OUR GROUP**1. Incorporation**

Our Company was incorporated in the Cayman Islands as an exempted company with limited liability on July 14, 2006 under the Cayman Companies Law. Our registered address is at PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands. We have registered a place of business in Hong Kong at Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong and have been registered as an overseas company under Part XI of the Companies Ordinance. Ms. Yee Har Susan, Lo and Ms. Man Yee Chu have been appointed as our agent for the acceptance of service of process and notices in Hong Kong. The address for service of process on our Company in Hong Kong is the same as its registered place of business in Hong Kong set out above. As we are incorporated in the Cayman Islands, our corporate structure, our Memorandum of Association and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of the relevant provisions of our Memorandum of Association and Articles of Association and certain relevant aspects of Cayman Islands Companies Law are set out in Appendix V to this prospectus.

2. Changes in share capital of our Group*Our Company*

At the date of our incorporation, the authorized share capital of our Company was US\$50,000 divided into 500,000,000 shares of a par value of US\$0.0001 each. The following sets out the changes in our Company's authorized share capital since the date of its incorporation:

- On August 21, 2006, our Company passed a special resolution adopting the current Memorandum and Articles of Association of our Company, under which the authorized share capital is US\$50,000 divided into 498,770,183 ordinary share and 1,229,817 preference shares of a par value of US\$0.0001 each.
- On September 3, 2010, our Company passed an ordinary resolution that, immediately upon the completion of the Global Offering, each of the 498,770,183 issued and unissued ordinary Shares of the Company with a par value of US\$0.0001 each be subdivided into 10 ordinary Shares with a par value of US\$0.00001 each, so that thereafter, the total number of ordinary Shares is 4,987,701,830 ordinary Shares with a par value of US\$0.00001 each and that, immediately upon the completion of the Global Offering, each of the 1,229,817 issued and unissued preference Shares with a par value of US\$0.0001 each be subdivided into 10 preference shares with a par value of US\$0.00001 each, so that thereafter, the total number of preference Shares is 12,298,170 preference Shares with a par value of US\$0.00001 each such that, following the above share split, the authorized share capital of our Company is US\$50,000 divided into 4,987,701,830 ordinary shares with a par value of US\$0.00001 each and 12,298,170 preference shares with a par value of US\$0.00001 each.
- On September 3, 2010, our Company passed an ordinary resolution that, immediately following the automatic conversion of all issued and outstanding preference Shares of the Company into ordinary Shares of the Company upon completion of the Global Offering pursuant to and in accordance with Article 137 of the Articles of Association of the Company:
 - (a) all of the 12,298,170 authorized but unissued preference Shares of the Company having a par value of US\$0.00001 each (being Shares which have not been taken or agreed to be taken by any person) shall be cancelled in accordance with Section 13(1)(e) of the Companies Law (2010 Revision), and the amount of the authorized share capital of the Company shall be diminished by the amount of the shares so cancelled, such that following such cancellation the

authorized share capital of our Company shall be US\$49,877.0183 divided into 4,987,701,830 ordinary Shares with a par value of US\$0.00001 each; and

- (b) the authorized share capital of our Company be increased from US\$49,877.0183 divided into 4,987,701,830 ordinary Shares with a par value of US\$0.00001 each to US\$50,000 divided into 5,000,000,000 ordinary Shares with a par value of US\$0.00001 each by the creation of 12,298,170 ordinary Shares with a par value of US\$0.00001 each to rank pari passu in all respects with the existing ordinary Shares.

Save as disclosed in this Appendix, there has been no alteration in our Company's share capital since the date of our incorporation.

Our subsidiaries

The list of our subsidiaries are set out in "Accountants' Report" in Appendix I to this prospectus. The following alterations in the share capital (or registered capital, as the case maybe) of our subsidiaries have taken place within the two years preceding the date of this prospectus:

<u>Name of subsidiary</u>	<u>Date of change</u>	<u>Capital before increase/decrease</u>	<u>Capital after increase/decrease</u>
MP Orthopedics	August 18, 2009	RMB20,000,000	RMB45,000,000
MP Lifesciences Beijing	September 3, 2008	RMB500,000	RMB3,000,000

Save as aforesaid, there has been no other alteration in the share capital of the subsidiaries of our Company in the two years preceding the date of this prospectus.

3. Resolutions of our shareholders

Pursuant to the resolutions passed by our Shareholders at an extraordinary general meeting held on September 3, 2010, it was resolved, among other things:

- (a) the authorized share capital of our Company being US\$50,000 divided into 4,987,701,830 ordinary shares with a par value of US\$0.00001 each and 12,298,170 preference shares with a par value of US\$0.00001 each;
- (b) our Company approved and conditionally adopted our new Memorandum and Articles of Association, the terms of which are summarized in Appendix V to this prospectus;
- (c) subject to the conditions stated in "Structure of the Global Offering — Conditions of the Hong Kong Public Offering" in this prospectus being fulfilled or waived:
- (1) the Global Offering and our Directors were authorized to allot and issue, and to approve the transfer of, such number of Shares in connection with the Global Offering and any exercise of the Over-allotment Option as they are fit, on and subject to the terms and conditions stated in this prospectus and in the relevant Application Forms;
 - (2) conditional further on the Listing Committee granting approval of our Share Option Scheme, the rules of our Share Option Scheme were approved and adopted, and our Directors or any committee thereof established by our Board were authorized, at their sole discretion, to make such further changes to our Share Option Scheme as requested by the Hong Kong Stock Exchange and which they deem necessary and/or desirable and at their absolute discretion to

grant options to subscribe for Shares thereunder up to the limits referred to in our Share Option Scheme and or allot, issue and deal with Shares pursuant to the exercise of any option which may be granted under our Share Option Scheme and to take all such action as they consider necessary, desirable or expedient to implement or give effect to our Share Option Scheme, subject to the conditions therein;

- (3) a general unconditional mandate was given to our Directors to allot, issue and deal with Shares (otherwise than pursuant to, or in consequence of, the Global Offering, a rights issue or pursuant to the exercise of any subscription rights which may be granted under our Share Option Scheme or any scrip dividend scheme or similar arrangements, any adjustment of rights to subscribe for Shares under options and warrants or a special authority granted by our Shareholders or an issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles of Association) with an aggregate nominal value of not more than the sum of:
 - 20% of the aggregate nominal value of our Share capital in issue immediately following the completion of the Global Offering but before any exercise of the Over-allotment Option; and
 - the nominal amount of the Share capital of our Company repurchased by us (if any);
- (4) a general unconditional mandate was given to our Directors to exercise all the powers of our Company to repurchase Shares to be listed on the Hong Kong Stock Exchange with a total nominal value of not more than 10% of the aggregate nominal amount of our Company's Share capital in issue immediately following the completion of the Global Offering but before any exercise of the Over-allotment Option; and
- (5) the general unconditional mandate as mentioned in paragraph (3) above was extended by the addition to the aggregate nominal amount of the Shares which may be allotted and issued or agreed to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the share capital purchased by our Company pursuant to the mandate to repurchase Shares referred to in paragraph (4) above.

Each of the general mandates referred to in paragraphs (3), (4) and (5) above will remain in effect until whichever is the earliest of (i) the conclusion of the next annual general meeting of our Company; (ii) the expiration of the period within which the next annual general meeting of our Company is required to be held by any applicable law or the Articles of Association; or (iii) the date on which such mandate is revoked or varied by an ordinary resolution of the shareholders of our Company in a general meeting.

4. The Reorganization

In 2006, the members of our Group underwent the Reorganization to rationalize the business and the structure of our Group in anticipation of the Global Offering. For information relating to our Reorganization, please see "Company History and Reorganization — Reorganization" in this prospectus.

Following the Reorganization, our Company became the ultimate holding company of our principal operating subsidiaries.

5. Repurchases of our own securities

This section includes information relating to the repurchase of our Shares, including information required by the Hong Kong Stock Exchange to be included in this prospectus concerning such repurchase.

(a) Relevant Legal and Regulatory Requirements

The Listing Rules permit our Shareholders to grant to our Directors a general mandate to repurchase our Shares that are listed on the Hong Kong Stock Exchange. Such mandate is required to be given by way of an ordinary resolution passed by our Shareholders in a general meeting.

(b) Shareholder Approval

All proposed repurchases of Shares (which must be fully paid up) must be approved in advance by ordinary resolutions of our Shareholders in a general meeting, either by way of general mandate or by specific approval of a particular transaction.

On September 3, 2010, our Directors were granted a general unconditional mandate to repurchase up to 10% of the aggregate nominal value of the share capital of our Company in issue immediately following the Global Offering on the Hong Kong Stock Exchange or on any other stock exchange on which our securities may be listed and which is recognized by the SFC and the Hong Kong Stock Exchange for this purpose. This mandate will expire at the earliest of (i) the conclusion of our next annual shareholders' general meeting, (ii) the date by which our next shareholders' general meeting is required by applicable laws and our Articles of Association to be held, or (iii) such mandate being revoked or varied by ordinary resolutions of our Shareholders in a general meeting (the "Relevant Period").

(c) Source of Funds

Our repurchase of the Shares listed on the Hong Kong Stock Exchange must be funded out of funds legally available for the purpose in accordance with our Memorandum of Association and Articles of Association and the applicable laws of the Cayman Islands. We may not repurchase our Shares on the Hong Kong Stock Exchange for consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Hong Kong Stock Exchange. Subject to the foregoing, we may make repurchases with funds which would otherwise be available for dividend or distribution or out of an issue of new Shares for the purpose of the repurchase.

(d) Reasons for Repurchases

Our Directors believe that it is in our and our Shareholders' best interests for our Directors to have general authority to execute repurchases of our shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made where our Directors believe that such repurchases will benefit us and our Shareholders.

(e) Funding of Repurchases

In repurchasing securities, we may only apply funds legally available for such purpose in accordance with our Memorandum of Association and Articles of Association, the applicable laws of the Cayman Islands and the Listing Rules.

On the basis of the current financial position of our Company as disclosed in this prospectus and taking into account the current working capital position of our Company, our Directors believe that, if the repurchase mandate were to be exercised in full, it might have a material adverse effect on our working capital and/or the gearing position as compared with the position disclosed in this prospectus. However, our Directors do not propose to exercise the repurchase mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or the gearing levels which in the opinion of our Directors are from time to time appropriate for us.

(f) Share Capital

The exercise in full of the current repurchase mandate, on the basis of 1,404,112,340 Shares in issue immediately after the Global Offering (without taking into account the exercise of the Over-allotment Option or the options granted under the Pre-IPO Share Option Schemes or the options to be granted under the Share Option Scheme), could accordingly result in up to 140,411,234 Shares being repurchased by us during the Relevant Period.

(g) General

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their associates (as defined in the Listing Rules) currently intends to sell any of our Shares to us or our subsidiaries.

Our Directors have undertaken to the Hong Kong Stock Exchange that, so far as the same may be applicable, they will exercise the repurchase mandate in accordance with the Listing Rules, our Memorandum of Association and Articles of Association, the Cayman Companies Law and any other applicable laws of the Cayman Islands.

If, as a result of any repurchase of our Shares, a Shareholder's proportionate interest in our voting rights is increased, such increase will be treated as an acquisition for the purposes of the Takeover Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of us and become obliged to make a mandatory offer in accordance with rule 26 of the Takeovers Code. Our Directors are not aware of any consequences of repurchases which would arise under the Takeovers Code.

No connected person as defined by the Listing Rules has notified us that he or it has a present intention to sell his or its Shares to us, or has undertaken not to do so, if the repurchase mandate is exercised.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of material contracts

We have entered into the following contracts (not being contracts entered into in the ordinary course of business) within the two years immediately preceding the date of this prospectus that are or may be material:

- (a) an equity transfer agreement entered into by the former shareholders of MP Lifesciences Beijing (previously named as Beijing Pangerui), i.e. Gu, Bowen, Wu, Qizhong, and MP Shanghai dated April 21, 2008 and the supplemental agreement dated March 4, 2009 entered into by MP Shanghai, Gu, Bowen and Wu, Qizhong relating to the acquisition of the entire equity interest in MP Lifesciences Beijing (previously named as Beijing Pangerui) with a consideration comprising RMB8,000,000 and a proportional amount equal to 6% of the net sales (excluding tax) of certain products specified under the agreement.

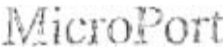





(b) the Hong Kong Underwriting Agreement dated September 10, 2010.

2. Intellectual property rights

As of the Latest Practicable Date, our Group has registered or has applied for the registration of the following intellectual property rights which are material in relation to our Group's business.

Trademarks

(a) As of the Latest Practicable Date, our Group has registered the following trademarks in the PRC:

<u>Trademark</u>	<u>Proprietor</u>	<u>Class⁽¹⁾</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiry Date</u>
	MP Shanghai	10	CN 1362013	February 7, 2000 ⁽²⁾	February 6, 2020
	MP Shanghai	10	CN 1362014	February 7, 2000 ⁽³⁾	February 6, 2020
	MP Shanghai	10	CN 1362015	February 7, 2000 ⁽⁴⁾	February 6, 2020
	MP Shanghai	10	CN 1391209	April 28, 2000 ⁽⁵⁾	April 27, 2020
	MP Shanghai	10	CN 1617643	August 14, 2001	August 13, 2011
	MP Shanghai	10	CN 1621572	August 21, 2001	August 20, 2011

Notes:

(1) **Class 10 (Medical apparatus)** Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.

(2) the trademark was renewed on February 7, 2010.

(3) the trademark was renewed on February 7, 2010.

(4) the trademark was renewed on February 7, 2010.

(5) the trademark was renewed on April 28, 2010.

<u>Trademark</u>	<u>Proprietor</u>	<u>Class⁽¹⁾</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiry Date</u>
	MP Shanghai	10	CN 1621573	August 21, 2001	August 20, 2011
SNIPER	MP Shanghai	10	CN 1685538	December 21, 2001	December 20, 2011
	MP Shanghai	10	CN 3232260	May 21, 2005	May 20, 2015
	MP Shanghai	10	CN 3232262	March 14, 2004	March 13, 2014
MICROPORT	MP Shanghai	10	CN 4456370	September 28, 2007	September 27, 2017
	MP Shanghai	10	CN 6484190	December 29, 2007	May 27, 2020
	MP Shanghai	10	CN 6748091	May 27, 2008	June 30, 2020
Mustang 微创冠脉支架系统 Coronary Stent System	MP Shanghai	10	CN 4814660	September 14, 2008	September 13, 2018
	MP Shanghai	10	CN 4814661	August 21, 2008	August 20, 2018
	MP Shanghai	10	CN 4814662	August 21, 2008	August 20, 2018
	MP Shanghai	10	CN 4814664	June 7, 2008	June 6, 2018
	MP Shanghai	10	CN 4814663	June 7, 2008	June 6, 2018
	MP Shanghai	10	CN 4814665	June 7, 2008	June 6, 2018
URANUS 自膨胀颈动脉支架系统 Carotid Stent System	MP Shanghai	10	CN 4814666	July 14, 2008	July 13, 2018
CRONUS 术中支架系统	MP Shanghai	10	CN 4814667	July 14, 2008	July 13, 2018
	MP Shanghai	10	CN 4814668	July 28, 2009	July 27, 2019
	MP Shanghai	10	CN 4814669	July 14, 2008	July 13, 2018

<u>Trademark</u>	<u>Proprietor</u>	<u>Class⁽¹⁾</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiry Date</u>
 Acrotic Stent-Graft System	MP Shanghai	10	CN 4875342	September 7, 2008	September 6, 2018
WILLIS	MP Shanghai	10	CN 6079231	December 7, 2009	December 6, 2019
THUNDERBIRD	MP Shanghai	10	CN 6079232	December 7, 2009	December 6, 2019
TAURUS	MP Shanghai	10	CN 6116705	December 14, 2009	December 13, 2019
	MP Lifesciences Beijing	10	CN 1694123	January 7, 2002	January 6, 2012
	MP Shanghai	10	CN 6171764	December 28, 2009	December 27, 2019
HELIOS	MP Shanghai	10	CN 6079230	January 28, 2010	January 27, 2020
<i>Gotcha</i>	MP Shanghai	10	CN 6477286	March 7, 2010	March 6, 2020
	MP Shanghai	10	CN 6477289	March 7, 2010	March 6, 2020
<i>Fire Magic</i>	MP Shanghai	10	CN 6505835	March 21, 2010	March 20, 2020
<i>Anchor</i>	MP Shanghai	10	CN 6748093	April 7, 2010	April 6, 2020
<i>Voyager</i>	MP Shanghai	10	CN 6748090	April 7, 2010	April 6, 2020
CROWNUS	MP Shanghai	10	CN 6800015	April 14, 2010	April 13, 2020
	MP Shanghai	10	CN 6800016	April 14, 2010	April 13, 2020

- (b) As of the Latest Practicable Date, our Group has applied for the following trademarks to be registered in the PRC:



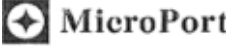

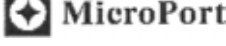


Trademark	Applicant	Class ⁽²⁾	Application Number	Application Date
HEDGINS	MP Shanghai	10	CN 7392706	May 13, 2009
CASCA	MP Shanghai	10	CN 7392716	May 13, 2009
ARBORES	MP Shanghai	10	CN 7392728	May 13, 2009
CLADO	MP Shanghai	10	CN 7392722	May 13, 2009
DELICACY	MP Shanghai	10	CN 7392737	May 13, 2009
PISCIS	MP Shanghai	10	CN 7485268	June 19, 2009
FUTAGO	MP Shanghai	10	CN 7485273	June 19, 2009
<i>Castor</i>	MP Shanghai	10	CN 7610426	August 11, 2009
Firehawk	MP Shanghai	10	CN 7686794	September 10, 2009
火鷹	MP Shanghai	10	CN 7686795	September 10, 2009
火凤凰	MP Lifesciences Shanghai	10	CN 7690387	September 11, 2009
La Fenice	MP Lifesciences Shanghai	10	CN 7690388	September 11, 2009
EasyLoop	MP Shanghai	10	CN 8240672	April 26, 2010
定向	MP Shanghai	10	CN 8240673	April 26, 2010
 MicroPort	MP Shanghai	10	CN 8460110	July 7, 2010
	MP Shanghai	10	CN 8460111	July 7, 2010
 <small>一个属于医生和病人的品牌</small> 微创医疗	MP Shanghai	10	CN 8460112	July 7, 2010
MicroPort	MP Shanghai	10	CN 8460101	July 7, 2010
MicroPort	MP Shanghai	37	CN 8460117	July 7, 2010
MicroPort	MP Shanghai	41	CN 8460127	July 7, 2010
MicroPort	MP Shanghai	42	CN 8460131	July 7, 2010
微创	MP Shanghai	10	CN 8460105	July 7, 2010
微创	MP Shanghai	37	CN 8460119	July 7, 2010

Trademark	Applicant	Class ⁽²⁾	Application Number	Application Date
Antelope	MP Orthopedics	10	CN 8464131	July 8, 2010
Reindeer	MP Orthopedics	10	CN 8464160	July 8, 2010
Trailwalker	MP Orthopedics	10	CN 8464166	July 8, 2010
毅行者	MP Orthopedics	10	CN 8467998	July 8, 2010
前路	MP Orthopedics	10	CN 8468003	July 9, 2010
Anterior	MP Orthopedics	10	CN 8464139	July 8, 2010
Firefox	MP Orthopedics	10	CN 8464141	July 8, 2010
Firestone	MP Orthopedics	10	CN 8464147	July 8, 2010
Mountever	MP Orthopedics	10	CN 8464157	July 8, 2010
火狐	MP Orthopedics	10	CN 8464179	July 8, 2010
火石	MP Orthopedics	10	CN 8467982	July 9, 2010
羚羊	MP Orthopedics	10	CN 8467988	July 9, 2010
双子座	MP Orthopedics	10	CN 8467993	July 9, 2010
驯鹿	MP Orthopedics	10	CN 8467995	July 9, 2010

Note:

(2) *Class 10 (Medical apparatus) Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.*

- (c) As of the Latest Practicable Date, our Group has registered the following trademarks outside of the PRC:

Country	Trademark	Proprietor	Class ⁽³⁾	Registration Number	Registration Date	Registration Expiry Date
Belgium, Netherlands, Luxembourg		MicroPort Medical B.V.	10 and 44	BNL 0788602	January 6, 2006	January 6, 2016
Japan		MP Shanghai	10	JP 4997429	October 20, 2006	October 20, 2016
New Zealand		MP Shanghai	10	NZ 774090	August 17, 2007	August 17, 2017
Hong Kong		MP Shanghai	10	HK 300937198	August 20, 2007	August 19, 2017
Israel		MP Shanghai	10	IL 203581	September 4, 2007	September 4, 2017
Japan		MP Shanghai	10	JP 5121587	March 21, 2008	March 21, 2018
Britain, Turkey, Singapore, Australia, Bulgaria, France, Italy, Monaco, Poland, Portugal, Russia, Switzerland, Finland, Greece		MP Shanghai	10	Madrid 950574	November 15, 2007	November 15, 2017

Note:

- (3) **Class 10 (Medical apparatus)** — Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.

Class 44 (Medical services) — veterinary services, hygienic and beauty care for human beings or animals, agriculture, horticulture and forestry services.

Class 37 — Building construction; repair; installation services.



Class 41 — Education; providing of training; entertainment; sporting and cultural activities.

Class 42 — Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software.

- (d) As of the Latest Practicable Date, our Group has applied for the following trademarks to be registered outside the PRC:

Country	Trademark	Applicant	Class	Application Number	Application Date
Hong Kong	 	Company	10	HK 301585387	April 13, 2010
Hong Kong	 	Company	10	HK 301585369	April 13, 2010
Hong Kong	 	Company	10	HK 301585378	April 13, 2010
United States		MP Shanghai	10	US 78805192	February 2, 2006

- (e) As of the Latest Practicable Date, Otsuka Group has successfully transferred or is in the process of applying for the transfer of the following trademarks registered outside the PRC to our Group:

Country	Trademark	Class ⁽⁴⁾	Registration Number	Expiry Date	Status
Hong Kong		10	300400229	April 8, 2015	transferred
Hong Kong		10	300398926	April 6, 2015	transferred
Hong Kong		10	300398917	April 6, 2015	transferred
Taiwan		10	1186159	December 15, 2015	transferred
Taiwan		10	1186158	December 15, 2015	transferred
Taiwan		10	1186157	December 15, 2015	transferred
South Korea		10	646819	January 11, 2016	transferred
South Korea		10	646818	January 11, 2016	transferred
Philippines		10	42005002943	June 8, 2016	transferred
Egypt		10	174559	April 18, 2015	transferred
Egypt		10	174560	April 18, 2015	transferred
Egypt		10	174561	April 18, 2015	transferred
Indonesia		10	IDM000099833	April 6, 2015	transferred
Indonesia		10	IDM000099830	April 6, 2015	transferred

<u>Country</u>	<u>Trademark</u>	<u>Class⁽⁴⁾</u>	<u>Registration Number</u>	<u>Expiry Date</u>	<u>Status</u>
Indonesia		10	IDM000099831	April 6, 2015	transferred
Pakistan		10	207820	April 3, 2015	pending
Pakistan		10	207822	April 3, 2015	pending
Pakistan		10	207821	April 3, 2015	pending
Thailand		10	Kor222990	November 1, 2014	transferred
Thailand		10	Kor225182	November 29, 2014	transferred
Thailand		10	Kor223520	November 29, 2014	transferred

Note:

(4) *Class 10 (Medical apparatus) Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.*

Patents

(a) As of the Latest Practicable Date, our Group has registered the following patents:

<u>Patent</u>	<u>Proprietor</u>	<u>Place of Registration</u>	<u>Patent Number</u>	<u>Effective Period</u>
Abdominal aortic aneurysm stent graft and its conveying device 腹主動脈瘤被膜支架及其輸送裝置	MP Shanghai	PRC	CN00265484.9	December 26, 2000 – December 26, 2010
Delivery system for singular splitting hemangioma stent graft 單一體分岔型血管瘤被膜支架發送系統	MP Shanghai	PRC	CN01210591.0	February 19, 2001 – February 19, 2011
Coronary stent with non-uniform waveform structure 非均一波形結構的冠狀動脈支架	MP Shanghai	PRC	CN01246774.X	July 27, 2001 – July 27, 2011
Breastbone retractor for biopsy in IMA 乳內動脈取材用胸骨撐開器	MP Shanghai	PRC	CN02265038.5	June 26, 2002 – June 26, 2012
A kind of intracranial stent 一種顱內動脈支架	MP Shanghai	PRC	CN02266010.0	August 2, 2002 – August 2, 2012
A kind of intervertebral cartilages prosthesis 一種椎間盤假體	MP Shanghai	PRC	CN02266405.X	August 20, 2002 – August 20, 2012
Gene carried stent and its manufacturing method and application 攜載基因支架及其製備方法和應用	MP Shanghai	PRC	CN02136779.5	September 3, 2002 – September 3, 2022
A kind of drug-eluting stent with multiple coatings 一種具有多層塗層的藥物洗脫支架	MP Shanghai	PRC	CN02146905.9	October 24, 2002 – October 24, 2022
A kind of artery stent graft 一種動脈覆膜支架	MP Shanghai	PRC	CN02261692.6	November 19, 2002 – November 19, 2012
A kind of stent used to prevent / treat endovascular restenosis through the mechanism of complex interaction 一種通過複合作用機理預防/治療血管內再狹窄的支架	MP Shanghai	PRC	CN02155138.3	December 17, 2002 – December 17, 2022
A kind of drug-eluting interventional medical device and its production method 一種藥物洗脫介入醫療器械及其製備方法	MP Shanghai	PRC	CN03115596.0	February 28, 2003 – February 28, 2023

Patent	Proprietor	Place of Registration	Patent Number	Effective Period
A kind of partly dilated endovascular stent 一種局部加寬的血管支架	MP Shanghai	PRC	CN03230467.6	April 18, 2003 – April 18, 2013
A kind of reticular endovascular stent with optimal designed structure 一種結構經優化設計的網管狀血管支架	MP Shanghai	PRC	CN03231353.5	May 20, 2003 – May 20, 2013
A kind of drug-coated stent 一種藥物塗層支架	MP Shanghai	PRC	CN03128906.1	May 28, 2003 – May 28, 2023
A kind of endovascular stent with enclosed units 一種具有封閉單元的血管支架	MP Shanghai	PRC	CN03255393.5	July 8, 2003 – July 8, 2013
A kind of artificial blood vessel with brace 一種帶支撐的人造血管	MP Shanghai	PRC	CN03255981.X	July 25, 2003 – July 25, 2013
Ellipsoidal endovascular distal protective device 橢球型血管遠端保護器	MP Shanghai	PRC	CN03210077.9	August 26, 2003 – August 26, 2013
Operational endovascular stent 手術中用血管內支架	MP Shanghai	PRC	CN03210076.0	August 26, 2003 – August 26, 2013
Y-type AAA stent graft Y型大動脈覆膜支架	MP Shanghai	PRC	CN200420019238.0	January 6, 2004 – January 6, 2014
Delivery system for Y-type endovascular stent Y型血管支架輸送系統	MP Shanghai	PRC	CN200420019355.7	January 9, 2004 – January 9, 2014
Endovascular stent specialized in stenosal aortic opening 專用於動脈開口狹窄處的血管支架	MP Shanghai	PRC	CN200420022329.X	April 28, 2004 – April 28, 2014
Self-dilatable vascular stents 自擴張式血管支架	MP Shanghai	PRC	CN200420022330.2	April 28, 2004 – April 28, 2014
Drug-eluting stent 藥物洗脫支架	MP Shanghai	PRC	CN200410053179.3	July 27, 2004 – July 27, 2024
Fast-switching delivery system for self-expanding medical stent 自膨脹型醫用支架的快速交換輸送系統	MP Shanghai	PRC	CN200420081191.0	July 28, 2004 – July 28, 2014

Patent	Proprietor	Place of Registration	Patent Number	Effective Period
Modular stent graft capable of curving in any direction 組合式可任意方向彎曲的覆膜支架	MP Shanghai	PRC	CN200410053816.7	August 17, 2004 – August 17, 2024
Modular stent graft capable of curving in any direction 組合式可任意方向彎曲的覆膜支架	MP Shanghai	PRC	CN200420081915.1	August 17, 2004 – August 17, 2014
A kind of stent graft capable of preventing internal hemorrhage 一種防止內漏的覆膜支架	MP Shanghai	PRC	CN200420090937.4	October 12, 2004 – October 12, 2014
A kind of soft endovascular stent 一種柔軟的血管支架	MP Shanghai	PRC	CN200420110146.3	November 22, 2004 – November 22, 2014
Distal protective device with double guide wires 雙導絲遠端保護器	MP Shanghai	PRC	CN200510025877.7	May 17, 2005 – May 17, 2025
Distal protective device with double guide wires 雙導絲遠端保護器	MP Shanghai	PRC	CN200520041600.9	May 17, 2005 – May 17, 2015
Main stent section and stent graft of a kind of stent graft 一種覆膜支架的主體支架段及覆膜支架	MP Shanghai	PRC	CN200520041828.8	May 24, 2005 – May 24, 2015
A kind of reinforcement catheter for braid and its production method 一種編織物加強管及其製備方法	MP Shanghai	PRC	CN200510106549.X	September 30, 2005 – September 30, 2025
A kind of fast-switching delivery system 一種快速交換輸送系統	MP Shanghai	PRC	CN200510107427.2	September 30, 2005 – September 30, 2025
Artificial endovascular stent capable of preventing internal hemorrhage 可預防內漏的人工血管支架	MP Shanghai	PRC	CN200520046225.7	November 3, 2005 – November 3, 2015
Micro-catheter 微導管	MP Shanghai	PRC	CN200620039507.9	February 16, 2006 – February 16, 2016

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Patent	Proprietor	Place of Registration	Patent Number	Effective Period
Double-layer balloon catheter 雙層球囊導管	MP Shanghai	PRC	CN200620040623.2	March 29, 2006 – March 29, 2016
Balloon dilatation catheter with super soft distal 具有超軟遠端的球囊擴張導管	MP Shanghai	PRC	CN200620046367.8	September 27, 2006 – September 27, 2016
A kind of endovascular stent with drug-loading slot 一種有載藥槽的血管支架	MP Shanghai	PRC	CN200720068723.0	April 6, 2007 – April 6, 2017
A micro-membrane pump with bidirectional overvoltage protection function and its application 具有雙向過壓保護功能的微量薄膜泵及其應用	MP Shanghai	PRC	CN03124182.4	May 6, 2003 – May 6, 2023
A kind of demic endoluminal stent with nested structure 一種嵌套式結構的人體管腔內支架	MP Shanghai	PRC	CN200720075506.4	October 17, 2007 – October 17, 2017
Polyptychial balloon catheter 多層球囊導管	MP Shanghai	PRC	CN200720075628.3	October 17, 2007 – October 17, 2017
Electrophysiological electrode catheter and relevant devices 電生理電極導管及相應設備	MP Shanghai	PRC	CN200720311808.7	December 11, 2007 – December 11, 2017
Balloon dilatation catheter 球囊擴張導管	MP Shanghai	PRC	CN200820058615.X	May 15, 2008 – May 15, 2018
Split-type insulin pump 分體式胰島素泵	MP Shanghai	PRC	CN200320121969.1	November 21, 2003 – November 21, 2013
Saline-infusion RF ablation catheter 鹽水灌注射頻消融導管	MP Shanghai	PRC	CN200920068409.1	March 4, 2009 – March 4, 2019
Insulin pump 胰島素泵	MP Lifesciences Beijing	PRC	CN200320121968.7	November 21, 2003 – November 21, 2013

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Patent	Proprietor	Place of Registration	Patent Number	Effective Period
A kind of method and system to reconstruct three-dimensional surface of body organs 一種重建人體器官三維表面的方法及系統	MP Shanghai	PRC	CN 200810034662.5	March 11, 2008 – March 11, 2028
Hemostat 止血器	MP Shanghai	PRC	CN 200930099988.1	June 24, 2009 – June 24, 2019
A stent graft 一種覆膜支架	MP Shanghai	PRC	CN 200710170837.0	November 20, 2007 – November 20, 2027
Adjustable lateral connecting device 可調節橫向連接裝置	MP Shanghai	PRC	CN200920208630.2	May 26, 2010 – August 28 2019
Portable medical device integrating music playing function 集成音樂播放功能的便攜式醫療器械	MP Shanghai	PRC	CN200920071491.3	May 12, 2010 – April 30 2019
A kind of vascular stent 一種血管支架	MP Shanghai	PRC	CN200920073142.5	July 21, 2010 – May 31 2019
Dual Guide — wire Distal End Protector 雙導絲遠端保護器	MP Shanghai	Europe	EP 1882490	December 1, 2005 – December 1, 2025
Combined Film-coated Stent Which Can Bend in Any Direction 組合式可任意方向彎曲的覆膜支架	MP Shanghai	Europe	EP20050757084.8	June 8, 2005 – June 8, 2025

- (b) As of the Latest Practicable Date, our Group has applied and is pending registration of the following patents:

Patent	Name of Applicant	Place of Registration	Application Number	Application Date
Three-dimensional map mode for body chamber intine and its device and system 人體腔室內壁三維標測方法及其設備和系統	MP Shanghai	PRC	200910047713.2	March 16, 2009
Collateral stent graft 側支型覆膜支架	MP Shanghai	PRC	200910047748.6	March 18, 2009
reinforcement catheter of braided wire and electrophysiological catheter using this reinforcement catheter of braided wire 編織絲加強管和使用該編織絲加強管的電生理導管	MP Shanghai	PRC	200910048516.2	March 30, 2009

<u>Patent</u>	<u>Name of Applicant</u>	<u>Place of Registration</u>	<u>Application Number</u>	<u>Application Date</u>
A kind of vascular model and blood circulation analog device using this vascular model 一種血管模型及使用該血管模型的血液循環模擬裝置	MP Shanghai	PRC	200910048756.2	April 2, 2009
A kind of degradable drug-eluting stent with carrying grooves and coatings 一種凹槽攜載式塗層可降解型藥物洗脫支架	MP Shanghai	PRC	200910050767.4	May 7, 2009
Electrophysiological catheter with reliable electrode connection 具有可靠頭電極連接的電生理導管	MP Shanghai	PRC	200910050879.X	May 8, 2009
A kind of stent graft 一種覆膜支架	MP Shanghai	PRC	200910051378.3	May 15, 2009
Delivery system for branching-type stent graft and its delivery party 分叉型覆膜支架輸送系統及其輸送方法	MP Shanghai	PRC	200910052079.1	May 26, 2009
Radial artery hemostat 橈動脈止血器	MP Shanghai	PRC	200910053703.X	June 24, 2009
A kind of balloon delivery system 一種球囊輸送系統	MP Shanghai	PRC	200910054087.X	June 29, 2009
A kind of microcatheter 一種微導管	MP Shanghai	PRC	200910054209.5	June 30, 2009
The method and device to load drugs and / or polymers on medical devices 在醫療器械上裝載藥物和/或聚合物的方法和裝置	MP Shanghai	PRC	200910055719.4	July 30, 2009
A kind of restructuring stent for blood vessels 一種血管重構支架	MP Shanghai	PRC	200910194688.0	August 27, 2009
A kind of interventional medical device and its production method used in PCI 一種用於經皮動脈介入治療的介入醫療器械及其製備方法	MP Shanghai	PRC	200910200444.9	December 18, 2009

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<u>Patent</u>	<u>Name of Applicant</u>	<u>Place of Registration</u>	<u>Application Number</u>	<u>Application Date</u>
A kind of prosthesis for endovascular stent 一種血管支架假體	MP Shanghai	PRC	200910200461.2	December 18, 2009
A kind of collateral stent graft with a design to minify wave band 一種具有雙小波段設計的側支型覆膜支架	MP Shanghai	PRC	200920286029.5	December 18, 2009
A special development element and a catheter with special development element 一種特殊顯影元件及具有該特殊顯影元件的導管	MP Shanghai	PRC	200920286030.8	December 18, 2009
A surgical stent prosthesis and conveyor device 一種術中支架假體及輸送裝置	MP Shanghai	PRC	200910248058.7	December 29, 2009
An interventional cardiac valve 一種介入式心臟瓣膜	MP Shanghai	PRC	200910248065.7	December 30, 2009
A kind of self-dilatable drug stent and its production method 一種自擴張藥物支架及其製備方法	MP Shanghai	PRC	200910248066.1	December 30, 2009
A kind of medical guide wire 一種醫用導絲	MP Shanghai	PRC	200910248067.6	December 30, 2009
Self-dilatable stents 白擴張支架	MP Shanghai	PRC	200910248068.0	December 30, 2009
A kind of method and device to load drugs and / or polymers on medical devices 一種在醫療器械上裝載藥物和/或聚合物的方法和裝置	MP Shanghai	PRC	201010022937.0	January 19, 2010
A stent graft and membrane materials 一種覆膜支架及膜材料	MP Shanghai	PRC	201010103884.5	February 1, 2010
A balloon dilatation catheter 一種球囊擴張導管	MP Shanghai	PRC	201010103892.X	February 1, 2010
A liquid embolic material and its production method 一種液體栓塞材料及其製備方法	MP Shanghai	PRC	201010103893.4	February 1, 2010
A delivery device 一種輸送裝置	MP Shanghai	PRC	201010105587.4	February 4, 2010

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<u>Patent</u>	<u>Name of Applicant</u>	<u>Place of Registration</u>	<u>Application Number</u>	<u>Application Date</u>
Double-layer balloon catheters 雙層球囊導管	MP Shanghai	PRC	200610025200.8	March 29, 2006
Double-layer cava filters 雙層靜脈濾器	MP Shanghai	PRC	200610116063.9	September 14, 2006
Surgical stent prosthesis and conveyors 術中支架假體以及輸送器	MP Shanghai	PRC	200510028616.0	August 9, 2005
Preparation Method for a biological stent 一種生物支架的製備方法	MP Shanghai	PRC	200610148261.3	December 29, 2006
An artificial endovascular stent and its production method 一種人工血管支架及其製備方法	MP Shanghai	PRC	200710047025.7	October 12, 2007
A body intraluminal stent with nested structure 一種嵌套式結構的人體管腔內支架	MP Shanghai	PRC	200710047122.6	October 17, 2007
A vascular filter 一種血管濾器	MP Shanghai	PRC	200810033059.5	January 21, 2008
A supportive device of magnetic field generator 一種磁場發生器的支撐裝置	MP Shanghai	PRC	200810033437.X	January 29, 2008
A locking device used in the conveyor system of medical devices in human body 一種用於人體內醫療器械輸送系統的鎖緊裝置	MP Shanghai	PRC	200810033558.4	February 4, 2008
An infusion system 一種注射系統	MP Shanghai	PRC	200810034949.8	March 18, 2008
A method and system of rapidly constructing three-dimensional geometric model of body organ cavity 一種快速構建人體器官內腔三維幾何模型的方法和系統	MP Shanghai	PRC	200810035304.6	March 28, 2008
A method of detecting noise points 一種檢測噪音點的方法	MP Shanghai	PRC	200810036872.8	April 30, 2008
A reticular endovascular stent 一種網狀管腔內支架	MP Shanghai	PRC	200810037610.3	May 15, 2008
Stent grafts with an opening and a method for binding stent grafts 帶開口的覆膜支架及覆膜支架的束縛方法	MP Shanghai	PRC	200810037753.4	May 21, 2008

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Patent	Name of Applicant	Place of Registration	Application Number	Application Date
A bifurcated intravascular stent 一種分叉型血管支架	MP Shanghai	PRC	200810038055.6	May 23, 2008
A method of simulating curved shape of catheter and magnetic catheter 一種模擬導管彎曲形態的方法及磁感應導管	MP Shanghai	PRC	200810038763.X	June 6, 2008
A membranae tectoria tube used in the bifurcated intravascular stent and its membrane-cutting method 一種用於分叉型血管支架的覆膜管及其裁膜方法	MP Shanghai	PRC	200810038949.5	June 10, 2008
A pump 一種泵	MP Shanghai	PRC	200810038983.2	June 12, 2008
A miniature pump 一種微型泵	MP Shanghai	PRC	200810039387.6	June 20, 2008
Stent grafts 覆膜支架	MP Shanghai	PRC	200810040808.7	July 17, 2008
An interventional medical device with drug carrier 一種攜載藥物的介入醫療器械	MP Shanghai	PRC	200810040927.2	July 21, 2008
A control system and method for pump output 一種泵的輸出液量的控制系統及控制方法	MP Shanghai	PRC	00810041057.0	July 23, 2008
A medical infusion pump 一種醫用注射泵	MP Shanghai	PRC	200810041065.5	July 25, 2008
A method and device for detecting noise points 一種檢測噪音點的方法和裝置	MP Shanghai	PRC	200810041325.9	August 4, 2008
Coronary intravascular stent with drug carrier 開有載藥槽的冠狀動脈血管支架	MP Shanghai	PRC	200810202191.4	November 4, 2008
Endovascular stents used for curing vascular lesions 用於病變血管修補的血管支架	MP Shanghai	PRC	200810202854.2	November 15, 2008
A polypeptide stent 一種生物多肽血管支架	MP Shanghai	PRC	200910045840.9	January 23, 2009
A medical guide wire 一種醫用導絲	MP Shanghai	PRC	201010109134.9	February 5, 2010
A locking anterior cervical plate device 一種頸椎前路鋼板的鎖緊裝置	MP Orthopedics	PRC	200910197332.2	October 16, 2009

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<u>Patent</u>	<u>Name of Applicant</u>	<u>Place of Registration</u>	<u>Application Number</u>	<u>Application Date</u>
Bone screws 骨螺釘	MP Orthopedics	PRC	200910199188.6	November 20, 2009
A resetting vertebrae curved screw with hidden fracture surface 一種折斷面隱藏式復位椎弓根螺釘	MP Orthopedics	PRC	200920214991.8	December 31, 2009
A intervertebral implant 一種椎間植入物	MP Orthopedics	PRC	201010111105.6	February 10, 2010
Aneurysm surgery device 一種動脈瘤手術裝置	MP Shanghai	PRC	201010116448.1	March 2, 2010
Hydraulic Test System 液壓測試系統	MP Shanghai	PRC	201010120717.1	March 9, 2010
Devices and systems for partly delivering therapeutic agent 用於局部輸送治療劑的裝置和系統	MP Shanghai	PRC	201010131073.6	March 23, 2010
Limit adjustment device 一種限位調節裝置	MP Orthopedics	PRC	201010116409.1	March 2, 2010
Steel sheet bending equipment 一種鋼板彎曲器械	MP Orthopedics	PRC	201010116433.5	March 2, 2010
Checking torsion device 扭力校核裝置	MP Orthopedics	PRC	201020139329.3	March 23, 2010
Nail track probe 釘道探測器	MP Orthopedics	PRC	201020139333.X	March 23, 2010
Impact wrench 旋緊扳手	MP Orthopedics	PRC	201020145988.8	March 24, 2010
Spinal resetter 脊柱復位工具	MP Orthopedics	PRC	201020145995.8	March 24, 2010
Pressure bone support 一種壓骨支座	MP Orthopedics	PRC	201010141382.1	April 7, 2010
A kind of scraper 一種刮刀	MP Orthopedics	PRC	201010145151.8	April 12, 2010
A kind of expanding hand reamer 一種擴鉸刀	MP Orthopedics	PRC	201010145154.1	April 12, 2010
A kind of nerve root retractor 一種神經根拉鉤	MP Orthopedics	PRC	201010145155.6	April 12, 2010
Delivery system for cardiac valve and its delivery device 一種心臟瓣膜輸送系統及其輸送裝置	MP Shanghai	PRC	201010184020.0	May 25, 2010
A kind of endovascular external hoop 一種血管外用箍	MP Shanghai	PRC	201010193793.5	May 28, 2010

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Patent	Name of Applicant	Place of Registration	Application Number	Application Date
Balloon dilatation catheter 一種球囊擴張導管	MP Shanghai	PRC	201010193802.0	May 28, 2010
A kind of interventional medical device 一種介入醫療器械	MP Shanghai	PRC	201010201511.1	June 13, 2010
Body intraluminal medication-carrying stent and its production method 一種人體管腔載藥支架及其製備方法	MP Shanghai	PRC	201010222964.2	July 9, 2010
A kind of metal stent and its production method 一種金屬支架及其製備方法	MP Shanghai	PRC	201010222976.5	July 12, 2010
Balloon dilatation catheter 一種球囊擴張導管	MP Shanghai	PRC	201020272070.X	July 27, 2010
External positioning processing shell for standardized three-dimensional heart electrophysiological testing 三維心臟電生理標測設備的定位處理單元外殼	MP Shanghai	PRC	201030227333.0	June 25, 2010
Incision device for cardiac valves and valve leaflets 心臟瓣膜瓣葉切割裝置	MP Shanghai	PRC	201020279852.6	August 3, 2010
A kind of embolic material composite and its production method 一種栓塞材料組合物及其製備方法	MP Shanghai	PRC	201010249242.6	August 10, 2010
Biodegradable stent 一種生物可降解支架	MP Shanghai	PRC	201010255641.3	August 17, 2010
Drug Eluting Stent 一種藥物洗脫支架	MP Shanghai	Europe	EP03739968.0	June 25, 2003
Drug Eluting Stent 一種藥物洗脫支架	MP Shanghai	Japan	JP2004-548875	June 25, 2003
Drug-eluting Stent with Multi-layer Coatings 一種具有多層塗層的藥物支架	MP Shanghai	United States	US10/943,633	September 17, 2004
Method for Aortic Graft Installation 術中支架假體	MP Shanghai	United States	US11/233,865	September 22, 2005

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<u>Patent</u>	<u>Name of Applicant</u>	<u>Place of Registration</u>	<u>Application Number</u>	<u>Application Date</u>
Multi-unit Stent Graft 多單元覆膜支架	MP Shanghai	United States	US11/348,829	February 6, 2006
Flexible Stent Graft 一種柔軟的覆膜支架	MP Shanghai	United States	US11/572,908	May 23, 2006
Flexible Stent Graft 一種柔軟的覆膜支架	MP Shanghai	Europe	EP06741956.4	May 23, 2006
A Surgical Stent Prosthesis and A Transporter for Transporting the Prosthesis 術中支架假體以及輸送器	MP Shanghai	Europe	EP05792175.1	September 22, 2005
An Artificial Stent and Its Preparation Method 一種人工支架及其製備方法	MP Shanghai	United States	US12682560	October 10, 2008
Nested Stent in Body Lumen 一種嵌套式結構的 人體管腔內支架	MP Shanghai	Europe	EP08841842.1	October 16, 2008
An Artificial Stent and Its Preparation Method 一種人工支架及其製備方法	MP Shanghai	Europe	EP08839047.1	October 10, 2008

- (c) As of the Latest Practicable Date, our Group has filed the following Patent Cooperation Treaty (PCT) registration, which is a unified procedure of application for patents in each member states. However, the PCT registration itself does not amount to the grant of patent that is a prerogative of each member state to the PCT subject to its respective domestic laws:

<u>Patent</u>	<u>Name of Applicant</u>	<u>International Application Number</u>	<u>International Application Date</u>
A drug-eluting stent with multilayer coatings 一種具有多層塗層的藥物洗脫支架	MP Shanghai	PCT/CN03/00489	June 25, 2003
Modular stent graft capable of curving in any direction 組合式可任意方向彎曲的覆膜支架	MP Shanghai	PCT/CN2005/000815	June 8, 2005
Surgical stent prosthesis and conveyor 術中支架假體以及輸送器	MP Shanghai	PCT/CN2005/001537	September 22, 2005
Distal protective device with double guide wires 雙導絲遠端保護器	MP Shanghai	PCT/CN2005/002068	December 1, 2005
Flexible Stent Graft 一種柔軟的覆膜支架	MP Shanghai	PCT/CN2006/001068	May 23, 2006
Double-layer cava filter 雙層靜脈濾器	MP Shanghai	PCT/CN2007/001259	April 18, 2007
An artificial endovascular stent and its production method 一種人工血管支架及其製備方法	MP Shanghai	PCT/CN2008/001712	October 10, 2008

<u>Patent</u>	<u>Name of Applicant</u>	<u>International Application Number</u>	<u>International Application Date</u>
A body intraluminal stent with nested structure 一種嵌套式結構的人體管腔內支架	MP Shanghai	PCT/CN2008/001745	October 16, 2008
A method and system of rapidly constructing three-dimensional geometric model of body organ cavity 一種快速構建人體器官內腔三維幾何模型的方法和系統	MP Shanghai	PCT/CN2009/000329	March 27, 2009
Stent grafts with an opening and a method for binding stent grafts 帶開口的覆膜支架及覆膜支架的束縛方法	MP Shanghai	PCT/CN2009/000552	May 20, 2009
A reticular endovascular stent 一種網狀管腔內支架	MP Shanghai	PCT/CN2009/000529	May 15, 2009
A method simulating curved shape of catheter and a magnetic catheter 一種模擬導管彎曲形態的方法及磁感應導管	MP Shanghai	PCT/CN2009/072122	June 4, 2009
A membranae tectoria tube used in the bifurcated intravascular stent and its membrane-cutting method 一種用於分叉型血管支架的覆膜管及其裁膜方法	MP Shanghai	PCT/CN2009/072139	June 5, 2009
A miniature pump 一種微型泵	MP Shanghai	PCT/CN2009/072344	June 19, 2009
A medical infusion pump 一種醫用注射泵	MP Shanghai	PCT/CN2009/072616	July 3, 2009
A control system and method for pump output 一種泵的輸出液量的控制系統及控制方法	MP Shanghai	PCT/CN2009/072619	July 3, 2009
Coronary intravascular stent with drug carrier 開有載藥槽的冠狀動脈血管支架	MP Shanghai	PCT/CN2009/074754	November 2, 2009
Endovascular stents used for curing vascular lesions 用於病變血管修補的血管	MP Shanghai	PCT/CN2009/074966	November 16, 2009
A polypeptide stent 一種生物多肽血管支架	MP Shanghai	PCT/CN2010/070321	January 22, 2010
Three-dimensional map mode for body chamber intine and its device and system 人體腔室內壁三維標測方法及其設備和系統	MP Shanghai	PCT/CN2010/071068	March 16, 2010
Collateral stent graft 側支型覆膜支架	MP Shanghai	PCT/CN2010/071099	March 17, 2010

<u>Patent</u>	<u>Name of Applicant</u>	<u>International Application Number</u>	<u>International Application Date</u>
A kind of degradable drug-eluting stent with carrying grooves and coatings 一種凹槽攜載式塗層可降解型藥物洗脫支架	MP Shanghai	PCT/CN2010/071719	April 13, 2010
Delivery system for branching-type stent graft and its delivery party 分叉型覆膜支架輸送系統及其輸送方法	MP Shanghai	PCT/CN2010/072280	April 28, 2010
A kind of microcatheter 一種微導管	MP Shanghai	PCT/CN2010/073997	June 17, 2010
The method and device to load drugs and/or polymers on medical devices 在醫療器械上裝載藥物和/或聚合物的方法和裝置	MP Shanghai	PCT/CN2010/075077	July 9, 2010

Domain names

As of the Latest Practicable Date, our Group has registered the following material domain name.

<u>Domain name</u>	<u>Place of Registration</u>	<u>Term</u>
www.microport.com.cn	PRC	December 25, 2003 to December 25, 2010

C. FURTHER INFORMATION ABOUT OUR DIRECTORS, MANAGEMENT, STAFF AND EXPERTS

1. Disclosure of interests

Immediately following completion of the Global Offering (assuming none of the Over-allotment Option and/or any options granted or to be granted under the Pre-IPO Share Option Schemes and Share Option Scheme is exercised), the interests of our Directors and chief executive of our Company in the equity or debt securities of our Company or any associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and/or short positions which they are taken or deemed to have under such provisions of the SFO) once the Shares are listed, or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein once the Shares are listed, or pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, to be notified to our Company and the Hong Kong Stock Exchange once the Shares are listed will be as follows:

(i) Interest in our Company

Name of Director/Chief Executive	Nature of interest	Number and class of Shares (Note 2)	Approximate percentage of interest in our Company immediately after the Global Offering (Note 3)
Dr. Zhaohua Chang ^(Note 1)	Deemed interest	217,110,000(L)	15.5%
Mr. Qiyi Luo	Beneficial interest	10,919,550(L)	0.8%
Mr. Yimin Xu ^(Note 4)	Beneficial interest	6,052,260(L)	0.4%
Ms. Yan Zhang ^(Note 4)	Beneficial interest	3,200,000(L)	0.2%

Notes:

(1) Dr. Zhaohua Chang, our founder and Director, and chairman of our Company, owns 49% equity interest in Shanghai We'Tron Capital Corp. which in turn owns 94.19% equity interest in We'Tron Capital. To the best knowledge of our Directors and save as disclosed above, the remaining equity interest of We'Tron Capital and Shanghai We'Tron Capital Corp. are owned by independent third parties to our Company, none of which holds 33% or more in Shanghai We'Tron Capital Corp. Dr. Zhaohua Chang is therefore deemed to be interested in the number of Shares held by We'Tron Capital.

(2) The letter "L" denotes the person's long position in such Shares.

(3) Assuming the Over-allotment Option is not exercised.

(4) Some or all of the relevant Shares are held through special purpose vehicles.

(ii) Interest in our underlying Shares

Name of Directors/Chief Executive	Number of Shares in the Company subject to options granted under the Pre-IPO Share Option Schemes and nature of interest	Approximate percentage of shareholding upon the exercise of the options granted under the Pre-IPO Share Option Schemes (Note 5)
Dr. Zhaohua Chang	10,000,000(L)	15.4% ⁽⁷⁾
Ms. Yan Zhang ⁽⁶⁾	4,500,000(L) ⁽⁴⁾	0.5%
Mr. Qiyi Luo	2,780,450(L)	0.9%
Mr. Hongbin Sun	4,000,000(L)	0.3%
Mr. Yufei Hu ⁽⁶⁾	3,500,000(L)	0.2%
Mr. Yimin Xu	1,044,430(L)	0.5%

Note:

(5) Following the completion of the Global Offering and without taking into account the exercise of the Over-allotment Option and any exercise of options under the Share Option Scheme, assuming that all options granted under the Pre-IPO Share Option Schemes have been exercised at the same time in full.

(6) All of the relevant options are held through special purpose vehicles.

(7) Out of which, 0.6% of the Shares belong to the exercise of options under the Pre-IPO Share Option Scheme and the remaining 14.8% Shares amount on the deemed interest Dr. Zhaohua Chang has in the Company as referred to in paragraph (i) above.

2. Substantial shareholders

So far as our Directors are aware, as at the Latest Practicable Date, there was no person who was directly interested in 10% or more of the issued or outstanding share capital of our subsidiaries then in issue carrying rights to vote in all circumstances at general meetings of each relevant subsidiary.

3. Particulars of service contracts

None of our Directors has or is proposed to have a service contract with any member of our Group (other than contracts expiring or determinable by the employer within one year without the payment of compensation other than the statutory compensation).

4. Directors remuneration

The aggregate amount of remuneration (including fees, salaries, contributions to pension schemes, housing allowances and other allowances and benefits in kind and discretionary bonuses) which were paid to our Directors for the years ended December 31, 2007, 2008 and 2009 were approximately RMB0.7 million, RMB0.6 million and RMB0.7 million, respectively.

Under the arrangements in force as of the Latest Practicable Date, the estimated aggregate amount of remuneration payable to, and benefits in kind receivable by, our Directors in respect of the financial year ending December 31, 2010, is estimated to be approximately RMB673,000 in aggregate.

5. Fees or commissions received

Save as disclosed in this prospectus, none of our Directors or any of the persons whose names are listed in “— Consents” below had received any commissions, discounts, agency fee, brokerages or other special terms in

connection with the issue or sale of any capital of any member of our Group from our Group within the two years preceding the date of this prospectus.

D. DISCLAIMERS

Save as disclosed in this prospectus:

- (a) none of our Directors or the chief executive officer of our Company has any interest or short positions in the shares, underlying shares or debentures of our Company or any associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to us and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to in that section, or which will be required to be notified to us and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies, in each case once our Shares are listed;
- (b) none of our Directors nor any of the parties listed in “— Consents” below has any direct or indirect interest in the promotion of our Company, or in any assets which have within the two years immediately preceding the date of this prospectus, been acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (c) none of our Directors nor any of the parties listed in “— Consents” below is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to the business of the our Group as a whole;
- (d) none of the parties listed in “— Consents” below:
 - (i) is interested legally or beneficially in any of our Shares or any shares of any of our subsidiaries; or
 - (ii) has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe securities in any member of the our Group;
- (e) none of our Directors has any existing or proposed service contracts with any member of the our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)); and
- (f) to the best knowledge of our Directors, none of our Directors, their associates, or any Shareholder who is interested in 5% or more of our issued share capital has any interest in either our five largest suppliers or five largest customers.

E. PRE-IPO SHARE OPTION SCHEMES

On February 20, 2004, MP Cayman, the intermediate holding company of MP Shanghai prior to the Reorganization completed on December 31, 2006, adopted the 2004 Stock Option Plan (the “2004 Option Plan”) pursuant to which MP Cayman may grant up to 10,261,030 share options to the employees, executives and outside consultants of MP Shanghai.

During 2004 and 2005, MP Cayman granted a total of 10,261,030 share options to the executives, employees and outside consultants. The grantees under the 2004 Option Plan became the shareholders of MP

Cayman and later become the shareholders of the Company upon the completion of the Reorganization when the ordinary shares of MP Cayman were exchanged for the Company's ordinary shares on a one for one basis.

On January 10, 2007, the Company agreed to assume the obligation of all outstanding and unvested share options of MP Cayman under the 2004 Option Plan. The assumption of share options was considered as a modification to the 2004 Option Plan (the "2004 Modified Plan").

On August 26, 2006, the Company adopted the 2006 Share Incentive Plan (the "2006 Incentive Plan"), in which the board of directors authorized, at their discretion, the issuance of an aggregate of up to 6,009,157 share options to the executives, employees and outside consultants of MP Shanghai. The 2006 Incentive Plan is subject to adjustment for a share split, or any future share dividend or other similar change in the ordinary shares for the capital structure. Each option gives the holder the right to subscribe for one ordinary share in the Company.

On September 3, 2010, the Company amended the 2006 Incentive Plan such that the maximum aggregate number of shares which may be issued pursuant to all Awards, including incentive stock options within the meaning of Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") (the "Incentive Stock Options") was increased to 6,509,157. The number of Shares covered by each outstanding Award and authorized for issuance under the 2006 Incentive Plan would also be proportionately adjusted as a result of the 10-for-1 share split.

Details of the exercise price and vesting of the options in relation to the 2004 Option Plan and the 2006 Incentive Plan are contained in Note 24 of the Accountants Report in Appendix I to this prospectus.

The principal terms of the 2006 Incentive Plan are set out below. Reference to "Pre-IPO Share Option Scheme" means the 2006 Incentive Plan unless expressed mentioned otherwise.

1. Awards that may be granted under the scheme include:

- options to purchase the ordinary shares,
- dividend equivalent rights, the value of which is measured by the dividends paid with respect to the ordinary shares,
- restricted shares,
- restricted share units,
- share appreciation rights, the value of which is measured by appreciation in the value of our Company's ordinary shares; and
- an award may consist of one such security or benefit or two or more of them in any combination or alternative.

Until the Latest Practicable Date, our Company has only granted share options under the Pre-IPO Share Option Schemes (being the 2004 Option Plan and the 2006 Incentive Plan).

2. Other than adjustments upon changes in capitalization as specified under Item 24, the maximum aggregate number of shares which may be issued under the Pre-IPO Share Option Scheme is 6,509,157 shares. The shares to be issued under the Pre-IPO Share Option Scheme may be authorized, but unissued, or reacquired ordinary shares.

Any shares covered by an award which is forfeited, cancelled or expires (whether voluntarily or involuntarily) shall be deemed not to have been issued for purposes of determining the maximum aggregate number of shares which may be issued under the Pre-IPO Share Option Scheme. Shares that actually have been issued under the Pre-IPO Share Option Scheme pursuant to an Award shall not be returned to the Pre-IPO Share Option Scheme and shall not become available for future issuance under the Pre-IPO Share Option Scheme, except that if unvested shares are forfeited, or repurchased by our Company at the lower of their original purchase price or their fair market value at the time of repurchase, such shares shall become available for future grant under the Pre-IPO Share Option Scheme. To the extent not prohibited by applicable laws or rules, any shares covered by an Award which are surrendered (i) in payment of the Award exercise or purchase price or (ii) in satisfaction of tax withholding obligations incident to the exercise of an Award shall be deemed not to have been issued for purposes of determining the maximum number of shares which may be issued under the Pre-IPO Share Option Scheme, unless otherwise determined by the Administrator.

3. Subject to the specific provisions relating to the appointment of the plan administrator under the Pre-IPO Share Option Scheme, the board or a committee designated by the board and complying with any applicable laws shall be the plan administrator.
4. Subject to applicable laws and the provisions of the Pre-IPO Share Option Scheme (including any other powers given to the administrator hereunder), and except as otherwise provided by the board, the administrator shall have the authority, in its discretion:
 - (i) to select the employees, directors and consultants to whom awards may be granted from time to time hereunder;
 - (ii) to determine whether and to what extent awards are granted hereunder;
 - (iii) to determine the number of shares or the amount of other consideration to be covered by each award granted hereunder;
 - (iv) to approve forms of award agreements for use under the Pre-IPO Share Option Scheme;
 - (v) to determine the terms and conditions of any award granted hereunder;
 - (vi) to amend the terms of any outstanding award granted under the Pre-IPO Share Option Scheme, subject to certain conditions;
 - (vii) to construe and interpret the terms of the Pre-IPO Share Option Scheme and awards, including without limitation, any notice of award or award agreement, granted pursuant to the Pre-IPO Share Option Scheme as well as any inconsistency between the Pre-IPO Share Option Scheme and the award agreement;
 - (viii) to grant awards to employees, directors and consultants employed outside the United States on such terms and conditions different from those specified in the Pre-IPO Share Option Scheme as may, in the judgment of the administrator, be necessary or desirable to further the purpose of the Pre-IPO Share Option Scheme; and
 - (ix) to take such other action, not inconsistent with the terms of the Pre-IPO Share Option Scheme, as the administrator deems appropriate.

Any decision made, or action taken, by the administrator or in connection with the administration of this Pre-IPO Share Option Scheme shall be final, conclusive and binding on all persons having an interest in the Pre-IPO Share Option Scheme.

5. Awards other than Incentive Stock Options may be granted to employees, directors and consultants. Incentive Stock Options may be granted only to employees of our Company or a parent or a subsidiary of our Company. An employee, director or consultant who has been granted an award may, if otherwise eligible, be granted additional awards. Awards may be granted to such employees, directors or consultants who are residing in non-U.S. jurisdictions as the administrator may determine from time to time.
6. The administrator is authorized under the Pre-IPO Share Option Scheme to award any type of arrangement to an employee, director or consultant that is not inconsistent with the provisions of the Pre-IPO Share Option Scheme and that by its terms involves or might involve the issuance of (i) shares, (ii) cash or (iii) an option, or similar right with a fixed or variable price related to the fair market value of the Shares and with an exercise or conversion privilege related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions.
7. Each award shall be designated in the award agreement. In the case of an option, the option shall be designated as either an Incentive Stock Option or a Non-Qualified Stock Option (being options which do not qualify as Incentive Stock Options). However, notwithstanding such designation, an option will qualify as an Incentive Stock Option under the Code only to the extent the US\$100,000 dollar limitation of Section 422(d) of the Code is not exceeded.
8. Subject to the terms of the Pre-IPO Share Option Scheme, the administrator shall determine the provisions, terms, and conditions of each award including, but not limited to, the award vesting schedule, repurchase provisions, rights of first refusal, forfeiture provisions, form of payment (cash, shares, or other consideration) upon settlement of the award, payment contingencies, and satisfaction of any performance criteria. The performance criteria established by the administrator may be based on any one of, or combination of, the following: (i) increase in share price, (ii) earnings per share, (iii) total shareholder return, (iv) operating margin, (v) gross margin, (vi) return on equity, (vii) return on assets, (viii) return on investment, (ix) operating income, (x) net operating income, (xi) pre-tax profit, (xii) cash flow, (xiii) revenue, (xiv) expenses, (xv) earnings before interest, taxes and depreciation, (xvi) economic value added and (xvii) market share. The performance criteria may be applicable to our Company, our Company's parents, subsidiaries and/or any individual business units of our Company or our Company's parents or subsidiaries. Partial achievement of the specified criteria may result in a payment or vesting corresponding to the degree of achievement as specified in the award agreement.
9. The administrator may issue awards under the Pre-IPO Share Option Scheme in settlement, assumption or substitution for, outstanding awards or obligations to grant future awards in connection with our Company or a parent or subsidiary of our Company acquiring another entity, an interest in another entity or an additional interest in a parent or subsidiary of our Company whether by merger, share purchase, asset purchase or other form of transaction.
10. The administrator may establish one or more programs under the Pre-IPO Share Option Scheme to permit selected grantees the opportunity to elect to defer receipt of consideration upon exercise of an award, satisfaction of performance criteria, or other event that absent the election would entitle the grantee to payment or receipt of shares or other consideration under an award. The administrator may establish the election procedures, the timing of such elections, the mechanisms for payments of,

and accrual of interest or other earnings, if any, on amounts, shares or other consideration so deferred, and such other terms, conditions, rules and procedures that the administrator deems advisable for the administration of any such deferral program.

11. The administrator may establish one or more separate programs under the Pre-IPO Share Option Scheme for the purpose of issuing particular forms of awards to one or more classes of grantees on such terms and conditions as determined by the administrator from time to time.
12. Following the date that the exemption from application of Section 162(m) of the Code (or any exemption having similar effect) ceases to apply to awards, the maximum number of shares with respect to which options and share appreciation rights may be granted to any grantee in any calendar year may be determined by the board annually or, if no such determination is made, no cap shall be applicable. To the extent required by Section 162(m) of the Code or the regulations thereunder, in applying the foregoing limitations with respect to a grantee, if any option or share appreciation right is cancelled, the cancelled option or share appreciation right shall continue to count against the maximum number of shares with respect to which options and share appreciation rights may be granted to the grantee. For this purpose, the repricing of an option shall be treated as the cancellation of the existing option or share appreciation right and the grant of a new option or share appreciation right.
13. If the vesting or receipt of shares under an award is deferred to a later date, any amount (whether denominated in shares or cash) paid in addition to the original number of shares subject to such award will not be treated as an increase in the number of shares subject to the award if the additional amount is based either on a reasonable rate of interest or on one or more predetermined actual investments such that the amount payable by our Company at the later date will be based on the actual rate of return of a specific investment (including any decrease as well as any increase in the value of an investment).
14. The term of each award shall be the term stated in the award agreement, provided, however, that the term of an Incentive Stock Option shall be no more than ten (10) years from the date of grant thereof. However, in the case of an Incentive Stock Option granted to a Grantee who, at the time the Option is granted, owns shares representing more than ten percent (10%) of the voting power of all classes of shares of our Company or any parent or subsidiary of our Company, the term of the Incentive Stock Option shall be five (5) years from the date of grant thereof or such shorter term as may be provided in the Award Agreement. Notwithstanding the foregoing, the specified term of any Award shall not include any period for which the Grantee has elected to defer the receipt of the shares or cash issuable pursuant to the Award.
15. Incentive Stock Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the grantee, only by the grantee. Other awards shall be transferable (i) by will and by the laws of descent and distribution and (ii) during the lifetime of the Grantee: (A) to an investment holding company wholly owned by such Grantee ("Holding Company"), or (B) to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Award in the event of the Grantee's death on a beneficiary designation form provided by the Administrator.

If the Grantee transfers an award to a holding company, the grantee and the holding Company shall enter into an agreement with our Company in accordance with the provisions of the Pre-IPO Share Option Scheme.

16. The date of grant of an award shall for all purposes be the date on which the administrator makes the determination to grant such award, or such other date as is determined by the administrator.
17. The exercise price, if any, for an award shall be as follows:
 - (i) In the case of an Incentive Stock Option:
 - (A) granted to an employee who, at the time of the grant of such Incentive Stock Option owns shares representing more than ten percent (10%) of the voting power of all classes of shares of our Company or any parent or subsidiary of our Company, the per share exercise price shall be not less than one hundred ten percent (110%) of the fair market value per Share on the date of grant; or
 - (B) granted to any employee other than an employee described in the preceding paragraph, the per share exercise price shall be not less than one hundred percent (100%) of the fair market value per share on the date of grant.
 - (ii) In the case of a Non-Qualified Stock Option, the per share exercise price shall be not less than one hundred percent (100%) of the fair market value per share on the date of grant.
 - (iii) In the case of share appreciation rights, the base appreciation amount shall be not less than one hundred percent (100%) of the fair market value per share on the date of grant.
 - (iv) In the case of awards intended to qualify as performance-based compensation, the exercise or purchase price, if any, shall be not less than one hundred percent (100%) of the fair market value per share on the date of grant.
 - (v) In the case of other awards, such price as is determined by the administrator.
 - (vi) Notwithstanding the foregoing provisions re exercise price, in the case of an award issued pursuant to Item 8 above, the exercise or purchase price for the award shall be determined in accordance with the provisions of the relevant instrument evidencing the agreement to issue such award.
18. Subject to applicable laws, the consideration to be paid for the shares to be issued upon exercise or purchase of an award including the method of payment, shall be determined by the administrator (and, in the case of an Incentive Stock Option, shall be determined at the time of grant). In addition to any other types of consideration the administrator may determine, the administrator is authorized to accept as consideration for shares issued under the Pre-IPO Share Option Scheme the following:
 - (i) cash;
 - (ii) check;
 - (iii) surrender of shares or delivery of a properly executed form of attestation of ownership of shares as the Administrator may require which have a fair market value on the date of surrender or attestation equal to the aggregate exercise price of the shares as to which said Award shall be exercised;
 - (iv) with respect to options, if the exercise occurs on or after the Registration Date, payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (A) shall provide written instructions to a Company designated brokerage firm to effect the immediate sale of some or all of the purchased shares and remit to our Company sufficient funds to cover the

aggregate exercise price payable for the purchased shares and (B) shall provide written directives to our Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale transaction;

“Registration Date” means the first to occur of (i) the closing of the first sale to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, of (A) the ordinary shares or (B) the same class of securities of a successor corporation (or its parent) issued pursuant to a Corporate Transaction in exchange for or in substitution of the ordinary shares; and (ii) in the event of a Corporate Transaction, the date of the consummation of the Corporate Transaction if the same class of securities of the successor corporation (or its parent) issuable in such Corporate Transaction shall have been sold to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, on or prior to the date of consummation of such Corporate Transaction.

“Corporate Transaction” means any of the following transactions, provided, however, that the Administrator shall determine under parts (d) and (e) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

- (a) a merger or consolidation in which our Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which our Company is incorporated;
- (b) the sale, transfer or other disposition of all or substantially all of the assets of our Company;
- (c) the complete liquidation or dissolution of our Company;
- (d) any reverse merger or series of related transactions culminating in a reverse merger (including, but not limited to, a tender offer followed by a reverse merger) in which our Company is the surviving entity but (A) the ordinary shares outstanding immediately prior to such merger are converted or exchanged by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than forty percent (40%) of the total combined voting power of our Company’s outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger or the initial transaction culminating in such merger, but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction; or
- (e) acquisition in a single or series of related transactions by any person or related group of persons (other than our Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of our Company’s outstanding securities but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction.
- (v) with respect to options, payment through a “net exercise” such that, without the payment of any funds, the grantee may exercise the option and receive the net number of shares equal to (i) the number of shares as to which the option is being exercised, multiplied by (ii) a fraction, the numerator of which is the fair market value per share (on such date as is determined by the administrator) less the exercise price per share, and the denominator of which is such fair

market value per share (the number of net shares to be received shall be rounded down to the nearest whole number of shares); or

- (vi) any combination of the foregoing methods of payment.

The administrator may at any time or from time to time, grant awards which do not permit all of the foregoing forms of consideration to be used in payment for the shares or which otherwise restrict one or more forms of consideration.

19. No shares shall be delivered under the Pre-IPO Share Option Scheme to any grantee or other person until such Grantee or other person has made arrangements acceptable to the administrator for the satisfaction of any national, provincial or local income and employment tax withholding obligations, including, without limitation, obligations incident to the receipt of shares. Upon exercise or vesting of an Award our Company shall withhold or collect from the Grantee an amount sufficient to satisfy such tax obligations, including, but not limited to, by surrender of the whole number of shares covered by the Award sufficient to satisfy the minimum applicable tax withholding obligations incident to the exercise or vesting of an Award.
20. Any award granted hereunder shall be exercisable at such times and under such conditions as determined by the administrator under the terms of the Pre-IPO Share Option Scheme and specified in the award agreement.

An award shall be deemed to be exercised when written notice of such exercise has been given to our Company in accordance with the terms of the award by the person or entity entitled to exercise the award and full payment for the shares with respect to which the award is exercised, including, to the extent selected, use of the broker-dealer sale and remittance procedure to pay the purchase price.

21. An award may not be exercised after the termination date of such award set forth in the award agreement and may be exercised following the termination of a grantee's Continuous Service only to the extent provided in the award agreement.

Subject to the specific provisions in the Pre-IPO Share Option Scheme, "Continuous Service" essentially means that the provision of services to our Company or a parent or subsidiary of our Company in any capacity of employee, director or consultant is not interrupted or terminated.

Where the award agreement permits a grantee or a holding company to exercise an award following the termination of the grantee's continuous service for a specified period, the award shall terminate to the extent not exercised on the last day of the specified period or the last day of the original term of the award, whichever occurs first.

Any award designated as an Incentive Stock Option to the extent not exercised within the time permitted by law for the exercise of Incentive Stock Options following the termination of a grantee's Continuous Service shall convert automatically to a Non-Qualified Stock Option and thereafter shall be exercisable as such to the extent exercisable by its terms for the period specified in the award agreement.

22. For the avoidance of doubt, an award may not be exercised from the date which is four business days prior to the date on which it is expected that the Listing Committee will meet to consider the listing application of our Company to the date on which our Company is listed on the Hong Kong Stock Exchange.

23. Subject to any required action by the shareholders of our Company, the number of shares covered by each outstanding award, and the number of shares which have been authorized for issuance under the Pre-IPO Share Option Scheme but as to which no awards have yet been granted or which have been returned to the Pre-IPO Share Option Scheme, the exercise or purchase price of each such outstanding award, the maximum number of shares with respect to which awards may be granted to any grantee in any calendar year, as well as any other terms that the administrator determines require adjustment shall be proportionately adjusted for (i) any increase or decrease in the number of issued shares resulting from a share split, reverse share split, share dividend, combination or reclassification of the shares, or similar transaction affecting the shares, (ii) any other increase or decrease in the number of issued shares effected without receipt of consideration by our Company, or (iii) as the administrator may determine in its discretion, any other transaction with respect to ordinary shares including a corporate merger, consolidation, acquisition of property or shares, separation (including a spin-off or other distribution of shares or property), reorganization, liquidation (whether partial or complete) or any similar transaction; provided, however that conversion of any convertible securities of our Company shall not be deemed to have been “effected without receipt of consideration.” In the event of any distribution of cash or other assets to shareholders other than a normal cash dividend, the administrator may also, in its discretion, make adjustments in connection with the events described in (i)-(iii) of this Item or substitute, exchange or grant awards with respect to the shares of a parent or subsidiary of our Company (collectively “adjustments”). In determining adjustments to be made under this Item, the administrator may take into account such factors as it deems appropriate, including (x) the restrictions of applicable law, (y) the potential tax, accounting or other consequences of an adjustment and (z) the possibility that some Grantees might receive an adjustment and a distribution or other unintended benefit, and in light of such factors or circumstances may make adjustments that are not uniform or proportionate among outstanding Awards, modify vesting dates, defer the delivery of share certificates or make other equitable adjustments. Any such adjustments to outstanding Awards will be effected in a manner that precludes the material enlargement of rights and benefits under such Awards. Adjustments, if any, and any determinations or interpretations, including any determination of whether a distribution is other than a normal cash dividend, shall be made by the administrator and its determination shall be final, binding and conclusive. In connection with the foregoing adjustments, the administrator may, in its discretion, prohibit the exercise of Awards during certain periods of time. Except as the administrator determines, no issuance by our Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason hereof shall be made with respect to, the number or price of Shares subject to an Award.
24. Effective upon the consummation of a Corporate Transaction, all outstanding Awards under the Pre-IPO Share Option Scheme shall terminate. However, all such Awards shall not terminate to the extent they are Assumed in connection with the Corporate Transaction.

Except as provided otherwise in an individual Award Agreement, in the event of a Corporate Transaction, for the portion of each Award that is neither Assumed nor Replaced, such portion of the Award shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at fair market value) for all of the shares at the time represented by such portion of the Award, immediately prior to the specified effective date of such Corporate Transaction, provided that the Grantee’s Continuous Service has not terminated prior to such date.

“Assumed” means that pursuant to a Corporate Transaction either (i) the Award is expressly affirmed by our Company or (ii) the contractual obligations represented by the Award are expressly assumed (and not simply by operation of law) by the successor entity or its parent in connection with the Corporate Transaction with appropriate adjustments to the number and type of securities of the

successor entity or its parent subject to the Award and the exercise or purchase price thereof which at least preserves the compensation element of the Award existing at the time of the Corporate Transaction as determined in accordance with the instruments evidencing the agreement to assume the Award.

“Replaced” means that pursuant to a Corporate Transaction the Award is replaced with a comparable share or stock award or a cash incentive program of our Company, the successor entity (if applicable) or parent of either of them which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same (or a more favorable) vesting schedule applicable to such Award.

Except as provided otherwise in an individual award agreement, in the event of a Change in Control (other than a Change in Control which also is a Corporate Transaction), each Award which is at the time outstanding under the Pre-IPO Share Option Scheme automatically shall become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value), immediately prior to the specified effective date of such Change in Control, for all of the Shares at the time represented by such award, provided that the grantee’s Continuous Service has not terminated prior to such date.

“Change in Control” means a change in ownership or control of our Company after the Registration Date effected through either of the following transactions:

- (i) the direct or indirect acquisition by any person or related group of persons (with certain specified exceptions) of beneficial ownership (within the meaning of Rule 13d-3 of the U.S. Securities Act) of securities possessing more than fifty percent (50%) of the total combined voting power of our Company’s outstanding securities pursuant to a tender or exchange offer made directly to our Company’s shareholders which a majority of the Continuing Directors (as defined by the Pre-IPO Share Option Scheme) who are not Affiliates or Associates (within the respective meanings ascribed to such terms in Rule 12b-2 promulgated under the U.S. Securities Act) of the offeror do not recommend such shareholders accept, or
- (ii) a change in the composition of our Board over a period of twelve (12) months or less such that a majority of our Board members (rounded up to the next whole number) ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who are Continuing Directors.

Any Incentive Stock Option accelerated under this Item in connection with a Corporate Transaction or Change in Control shall remain exercisable as an Incentive Stock Option under the Code only to the extent the US\$100,000 dollar limitation of Section 422(d) of the Code is not exceeded.

25. The Pre-IPO Share Option Scheme shall become effective upon the earlier to occur of its adoption by our Board or its approval by the shareholders of our Company. It shall continue in effect for a term of ten (10) years unless sooner terminated.
26. The board may at any time amend, suspend or terminate the Pre-IPO Share Option Scheme; provided, however, that no such amendment shall be made without the approval of our Company’s shareholders to the extent such approval is required by applicable laws, or if such amendment would change certain specific provisions of the Pre-IPO Share Option Scheme.
27. No Award may be granted during any suspension of the Pre-IPO Share Option Scheme or after termination of the Pre-IPO Share Option Scheme.

No suspension or termination of the Pre-IPO Share Option Scheme shall adversely affect any rights under awards already granted to a grantee.

28. Our Company, during the term of the Pre-IPO Share Option Scheme, will at all times reserve and keep available such number of shares as shall be sufficient to satisfy the requirements of the Pre-IPO Share Option Scheme.

The inability of our Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by our Company's counsel to be necessary to the lawful issuance and sale of any shares hereunder, shall relieve our Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained.

29. The grant of Incentive Stock Options under the Pre-IPO Share Option Scheme shall be subject to approval by the shareholders of our Company within twelve (12) months before or after the date the Pre-IPO Share Option Scheme is adopted excluding Incentive Stock Options issued in substitution for outstanding Incentive Stock Options pursuant to Section 424(a) of the Code. Such shareholder approval shall be obtained in the degree and manner required under applicable laws. The administrator may grant Incentive Stock Options under the Pre-IPO Share Option Scheme prior to approval by the shareholders, but until such approval is obtained, no such Incentive Stock Option shall be exercisable. In the event that shareholder approval is not obtained within the twelve (12) month period provided above, all Incentive Stock Options previously granted under the Pre-IPO Share Option Scheme shall be exercisable as Non-Qualified Stock Options.

Outstanding options granted

As of the date of this prospectus, options to subscribe for an aggregate of 6,622,162 Shares, representing approximately 4.5% of the total number of issued Shares immediately following completion of the Global Offering (assuming the Over-allotment Option is not exercised, all granted options under the Pre-IPO Share Option Schemes have been fully exercised, no Shares have been issued upon the exercise of options granted under the Share Option Scheme and an aggregate of 252,740,000 Shares are offered in the Global Offering) at an exercise price ranging from nil to US\$4.25 have been conditionally granted to 435 participants by our Company at no consideration under the Pre-IPO Share Option Schemes. All the options under the Pre-IPO Share Option Schemes were granted during the period from February 20, 2004 to August 9, 2010 and no further options will be granted under the Pre-IPO Share Option Schemes prior to the Listing Date.

Particulars of the options granted under the Pre-IPO Share Option Schemes are as follows (which does not take into account the effect of the 10-for-1 share split which will take place immediately prior to the Global Offering):

Pre-IPO Share Option Schemes:

Name of grantee	Residential address	Position	Exercise Price (US\$)	No. of Shares subject to the outstanding options	Weighted average exercise price (in US\$)	% of issued share capital immediately after completion of the Global Offering (Note 1)	Current shareholding (Note 15)	Number of options that become exercisable in year																
								2006	2007	2008	2009	2010	2011	2012	2013	2014	2015							
Directors and chief executive officers of the Company and its subsidiaries																								
Zhaohua Chang	Lane 573, Bibo Road, Shanghai Z-J Hi-Tech Park, Shanghai, People's Republic of China	Executive Director of the Company, and a Director of MP Shanghai	3.062	1,000,000 (Note 2)	3.062	0.68	21,711,000*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Yan Zhang	No. 166, Lane 399, Dian Pu He Road Song Jiang District Shanghai People's Republic of China	President and executive Director of the Company and MP Shanghai; Director of MP Republic of China	3.062	450,000** (Note 3)	3.062	0.31	320,000**	—	—	15,000	42,500	42,500	42,500	42,500	87,500	87,500	87,500	87,500	87,500	87,500	87,500	87,500	87,500	—
Qiyi Luo	No. 17, Lane 333 Qing Tong Road, Pudong New Area Shanghai People's Republic of China	Executive Director of the Company and Chief Technology Officer of the Company and MP Shanghai	2.75 3.062	28,045** 250,000** (Note 4)	3.031	0.19	1,091,955	—	—	7,012	7,011	7,011	7,011	7,011	69,511	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	—

Name of grantee	Residential address	Position	Exercise Price (US\$)	No. of Shares subject to outstanding options	Weighted average price (in US\$)	% of issued share capital immediately after completion of the Global Offering (Note 1)	Current shareholding (Note 15)	Number of options that become exercisable in year												
								2006	2007	2008	2009	2010	2011	2012	2013	2014	2015			
Hongbin Sun	Room 601, No. 11, Lane 180 Huaifa Road, Xu Hui District Shanghai, People's Republic of China	Chief Financial Officer and executive Director of the Company and MP Shanghai	3.062	400,000 (Note 5)	3.062	0.27	None	—	—	—	—	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	—
Yufei Hu	Room 603, No.14, Lane 666 Jin Xiu Road, Pudong, Shanghai	Executive Director of MP Orthopedics, and Vice President of Finance of the Company and MP Shanghai	3.062	350,000** (Note 6)	3.062	0.24	None	—	62,500	62,500	62,500	62,500	87,500	87,500	87,500	25,000	25,000	25,000	25,000	—
Yimin Xu	Room 501, 10 Building, Lane 50 Guangyuan Xi Road Shanghai People's Republic of China	Executive Director of MP B.V. and Vice President of QA & Regulatory of MP Shanghai	2.75 3.062	4,443 100,000 (Note 7)	3.049	0.07	605,226 which includes 59,669**	—	—	—	—	—	29,443	25,000	25,000	25,000	25,000	25,000	25,000	—
Daozhi Liu	10-801, 199 Nong Bai Yang Road, Pudong Shanghai People's Republic of China	Vice President of Research Center of MP Shanghai and General Manager of MP Orthopedics	2.75 3.062	3,739 100,000 (Note 8)	3.051	0.07	461,261	—	935	935	935	935	25,934	25,000	25,000	25,000	25,000	25,000	25,000	—
Senior management of the Company and its subsidiaries																				
Philip Li Wang	Room 1801, Building 2, Alley 550 South Xiang Yang Road Shanghai People's Republic of China	Chief Operating Officer of the Company and MP Shanghai	2.75 3.062	63,704** 250,000** (Note 9)	2.999	0.21	640,000	—	15,926	15,926	15,926	15,926	78,426	62,500	62,500	62,500	62,500	62,500	62,500	—

- * indirect shareholding through We'Tron Capital China Limited.
 ** indicates the relevant interest are held through a BVI special purpose vehicle.

Note:

- (1) Assuming that all granted options under the Pre-IPO Share Option Schemes have been fully exercised.
- (2) All of the 1,000,000 outstanding options were granted to Zhaohua Chang on July 9, 2010 and the exercise period is from July 9, 2011 to July 8, 2020. There is only one exercise price for the outstanding options held by Zhaohua Chang, being US\$3.062.
- (3) 100,000 outstanding options were granted to Yan Zhang on July 25, 2008 and the exercise period is from July 25, 2009 to July 24, 2018. 250,000 outstanding options were granted to Yan Zhang on July 9, 2010 and the exercise period is from July 9, 2011 to July 8, 2020. The remaining 100,000 outstanding options were granted to Yan Zhang on August 9, 2010 and the exercise period is from August 9, 2011 to August 8, 2020. There is only one exercise price for the outstanding options held by Yan Zhang, being US\$3.062.
- (4) 28,045 outstanding options were granted to Qiyi Luo on March 2, 2007, the exercise period is from March 2, 2008 to March 1, 2017, and the exercise price is US\$2.75. 250,000 outstanding options were granted to Qiyi Luo on July 9, 2010, the exercise period is from July 9, 2011 to July 8, 2020, and the exercise price is US\$3.062.
- (5) All the outstanding options were granted to Hongbin Sun on August 9, 2010. The exercise period is from August 9, 2011 to August 8, 2020. The exercise price is US\$3.062.
- (6) 250,000 outstanding options were granted to Yufei Hu on December 1, 2008 and the exercise period is from December 1, 2009 to November 30, 2018. 100,000 outstanding options were granted to Yufei Hu on July 9, 2010 and the exercise period is from July 9, 2011 to July 8, 2020. The exercise price is US\$3.062.
- (7) 4,443 outstanding options were granted to Yimin Xu on March 2, 2007, the exercise period is from March 2, 2008 to March 1, 2017, and the exercise price is US\$2.75. 100,000 outstanding options were granted to Yimin Xu on July 9, 2010, the exercise period is from July 9, 2011 to July 8, 2020, and the exercise price is US\$3.062.
- (8) The 3,739 outstanding options were granted to Daozhi Liu on March 2, 2007, the exercise period is from March 2, 2008 to March 1, 2017, and the exercise price is US\$2.75. The 100,000 outstanding options were granted to Daozhi Liu on July 9, 2010, the exercise period is from July 9, 2011 to July 8, 2020, and the exercise price is US\$3.062.
- (9) The 63,704 outstanding options were granted to Philip Li Wang on March 2, 2007, the exercise period is from March 2, 2008 to March 1, 2017, and the exercise price is US\$2.75. The 250,000 outstanding options were granted to Philip Li Wang on July 9, 2010, the exercise period is from July 9, 2011 to July 8, 2020, and the exercise price is US\$3.062.
- (10) The 400,000 outstanding options were granted to Kongrong Karl Pan on October 21, 2009 and the exercise period is from October 21, 2010 to October 20, 2019. The remaining 100,000 outstanding options were granted to him on July 9, 2010 and the exercise period is from July 9, 2011 to July 8, 2020. The exercise price is US\$3.062.
- (11) The 2,569 outstanding options were granted to Jie Zhang on March 2, 2007, the exercise period is from March 2, 2008 to March 1, 2017, and the exercise price is US\$2.75. The 100,000 outstanding options were granted to Jie Zhang on July 9, 2010, the exercise period is from July 9, 2011 to July 8, 2020, and the exercise price is US\$3.062.
- (12) The 208,073 outstanding options were granted to Bo Peng on March 2, 2007, the exercise period is from March 2, 2008 to March 1, 2017, and the exercise price is US\$2.75. The 214,873 were granted on July 9, 2010, the exercise period is from July 9, 2011 to July 8, 2020, and the exercise price is US\$3.062.
- (13) The 150,000 outstanding options were granted to Xiaomin Huang on December 1, 2008 and the exercise period is from December 1, 2009 to November 30, 2018. The remaining 100,000 outstanding options were granted to Xiaomin Huang on July 9, 2010 and the exercise period is from July 9, 2010 to July 8, 2020. The exercise price is US\$3.062.
- (14) The table sets out below shows the grant period and the exercise prices of our grantees, including grantees who are not our Directors and senior management.

	<u>Grant Period</u>	<u>Exercise Price (US\$)</u>
1.	prior to June 2006	nil to 1.260
2.	March 2007 to May 2007	2.750
3.	May 2007 to current	3.062
4.	February 2009	4.250

Other than the exercise price, no grantee under our Pre-IPO Share Option Schemes is required to pay any kind of consideration for his or her options. Our employees normally receive options either on their first day of joining our Group, or pursuant to resolutions passed by our Board of Directors or our executive committee. The vesting period normally ranges from four to five years and the exercise period typically expires ten years after the date of grant, and starts from the end of the first year of the vesting period. As such, the exercise periods for the options held by our employees vary depending on when they join the Group.

- (15) The number of Shares held by the relevant grantee upon exercise of the options previously granted to him or her.

Out of the 6,622,162 Shares to be issued upon the exercise of all the options granted under the Pre-IPO Share Option Scheme, options representing 2,686,227 Shares were granted to 7 directors and chief executive officers of our Company and its subsidiaries, options representing 1,589,219 Shares were granted to 5 senior management of our Company and its subsidiaries, options representing 1,077,892 Shares were granted to the 17 outside consultants and options representing 1,268,824 Shares were granted to 406 other employees of our Group. The 406 other employee grantees under the Pre-IPO Share Option Schemes were not connected persons of our Company. No connected person other than directors or chief executive officers of our Company or its subsidiaries has been conditionally granted Pre-IPO Options.

Assuming that all of the outstanding options granted under the Pre-IPO Share Option Schemes were exercised in full on the Listing Date, the shareholding interest of the public would be increased from approximately 29.0% to approximately 30.4% of the total issued share capital of our Company immediately after completion of the Global Offering, assuming that the Over-allotment Option is not exercised. Our Directors will not exercise any options if as a result of which our Company will not be able to comply with the public float requirements of the Listing Rules.

The options issued under the Pre-IPO Share Option Schemes represent approximately 4.7% of our enlarged share capital as of the Listing Date. If all options are exercised, this would have a dilutive effect on our shareholders of approximately 4.5% and a dilutive effect of approximately 4.5% on earnings per Share. No further options will be granted under the Pre-IPO Share Option Schemes after the Listing Date.

Waiver from the Stock Exchange and exemption from the SFC

Under Rule 17.02(1)(b) and Paragraph 27 of Appendix 1A of the Listing Rules and paragraph 10(d) of Part I of the Third Schedule to the Companies Ordinance, this prospectus is required to include details of the number, description and amount of any of our Shares which a person has, or is entitled to be given, an option to subscribe for, together with certain particulars of each option, namely the period during which it is exercisable, the price to be paid for Shares subscribed for under it, the consideration (if any) given or to be given for it or for the right to it and the names and addresses of the persons to whom it was given. As of the date of the prospectus, we have granted options to 435 persons to subscribe for 6,622,162 Shares on the terms set out above in this “Statutory and General Information — Pre-IPO Share Option Schemes”.

Under the Pre-IPO Share Option Schemes, eligible persons include consultants or advisors who may be doctors or experts in the medical device industry, and provide or have provided technical advice or support to the research and development and strategic advice and support to the marketing of the Company. None of the outside consultants is a connected person, and all of them are independent of the Company, the directors, the senior management, and the shareholders. The Company has granted options representing 1,077,892 Shares to 17 outside consultants, which accounts for less than 1% of the total number of issued Shares immediately following completion of the Global Offering (assuming the Over-allotment Option is not exercised, all granted options under the Pre-IPO Share Option Schemes have been fully exercised, no Shares have been issued upon the exercise of options granted under the Share Option Scheme and an aggregate of 252,740,000 Shares are offered in the Global Offering). The Company did not enter into any formal engagement agreement with the consultants. The options were granted to them subsequent to the provision of their consultancy services to the Company in recognition of their contribution. The Company believes that there is no irregularity and/or unusual aspect as to the granting of options to consultants who are independent third parties of the Company and who had, in the past, made positive contributions to the business of the Group through the provision of consultancy services and professional advice.

The consultants provided technical advice and support in relation to the research and development aspect and strategic advice and support to the marketing of the Group’s business, including the improvisation of coronary stents manufactured by the Company, electrophysiology devices, development of new products and

market research on the potential launch of the products of the Company in the market. Out of these 17 consultants, 10 consultants currently do not provide any ongoing consultancy services to the Company. The remaining seven consultants are currently providing ongoing consultancy services to the Company.

We have applied to the Hong Kong Stock Exchange and the SFC respectively for (i) a waiver from strict compliance with the disclosure requirements under Rule 17.02(1)(b) and paragraph 27 of Appendix 1A of the Listing Rules; and (ii) an exemption under section 342A of the Companies Ordinance from strict compliance with the disclosure requirements of paragraph 10(d) of Part I of the Third Schedule to the Companies Ordinance on the ground that full compliance with these abovementioned requirements would be unduly burdensome for us for the following reasons:

- (i) given that 435 grantees are involved as of the date of the prospectus, among which 423 are not directors, members of the senior management or connected persons of the Company but are only employees or outside consultants of the Group, the strict compliance with the disclosure requirements under the Listing Rules and the Companies Ordinance on an individual basis in the prospectus will be costly and unduly burdensome on our Company in light of a significant increase in cost and timing for information compilation, prospectus preparation and printing; and
- (ii) the grant of Pre-IPO Options to each eligible participant under the Pre-IPO Share Option Schemes is made on a case-by-case basis and is determined by the directors of the Company, taking into account the performance and contribution of each eligible participant to the Group. Individual information on such options is highly sensitive and confidential among the grantees;
- (iii) the grant and exercise in full of the options granted under the Pre-IPO Share Option Schemes will not cause any material adverse change in the financial position of our Company;
- (iv) the lack of full compliance of the applicable disclosure requirements under the Listing Rules and the Companies Ordinance will not hinder our Company in providing an informed assessment of our Company's activities, assets and liabilities, financial position, management and prospects to its potential investors; and
- (v) the disclosure of a summary of information relating to the options granted under the Pre-IPO Share Option Schemes, as described in the section headed "E. Pre-IPO Share Option Schemes" in Appendix VI to this prospectus should provide potential investors with sufficient information to make a relevant assessment of our Company in their investment decision-making process.

The Stock Exchange has granted to the Company the waiver under the Listing Rules on the conditions that:

- (i) there will be full disclosure on all Pre-IPO Options granted to directors, directors of the subsidiaries, senior management of the Group and connected persons of the Company on an individual basis all the particulars including, without limitation, the exercise price, exercise period and weighted average price of the relevant options held by such director and senior management required by paragraph 10(d) of the Third Schedule to the Companies Ordinance, Main Board Rule 17.02(1)(b) and paragraph 27 of Appendix 1A in the paragraph headed "Statutory and General Information — E. Pre-IPO Share Option Schemes" in Appendix VI to the prospectus;
- (ii) for the remaining grantees, disclosure will be made, on an aggregate basis, (1) their aggregate number and number of Shares underlying the Pre-IPO Options; (2) the exercise period of the Pre-IPO Options; (3) the consideration paid for the Pre-IPO Options; (4) the exercise price of the Pre-IPO Options;

- (iii) there will also be disclosure in the prospectus for the aggregate number of Shares underlying the Pre-IPO Options under the Pre-IPO Share Option Schemes and the percentage of the Company's issued share capital represented by them;
- (iv) the dilution effect and impact on earnings per Share upon full exercise of the Pre-IPO Options in the paragraph headed "Statutory and General Information — E. Pre-IPO Share Option Schemes" in Appendix VI to the prospectus; and
- (v) a full list of all the grantees who have been granted options to subscribe for Shares under the Pre-IPO Share Option Schemes, containing all the details as required under Rule 17.02(1)(b) and paragraph 27 of Appendix 1A to the Listing Rules and paragraph 10 of Part I of the Third Schedule to the Companies Ordinance, will be made available for public inspection in accordance with the section headed "Documents Delivered to the Registrar of Companies and Available for Inspection" in Appendix VII to the prospectus.

The SFC has granted to the Company the exemption under the Companies Ordinance on the conditions that:

- (i) there will be full disclosure on all Pre-IPO Options granted to directors, directors of the subsidiaries, senior management of the Group and connected persons of the Company on an individual basis all the particulars including, without limitation, the exercise price, exercise period and weighted average exercise price of the relevant options held by such director and senior management required by paragraph 10(d) of the Third Schedule to the Companies Ordinance in the paragraph headed "Statutory and General Information — E. Pre-IPO Share Option Schemes" in Appendix VI to the prospectus;
- (ii) for the remaining grantees, disclosure will be made, on an aggregate basis, (1) their aggregate number and number of Shares underlying the Pre-IPO Options; (2) the exercise period of the Pre-IPO Options; (3) the consideration paid for the Pre-IPO Options; (4) the exercise price of the Pre-IPO Options;
- (iii) a full list of all the grantees who have been granted options to subscribe for Shares under the Pre-IPO Share Option Schemes, containing all the details as required in paragraph 10 of Part I of the Third Schedule to the Companies Ordinance, will be made available for public inspection in accordance with the section headed "Documents Delivered to the Registrar of Companies and Available for Inspection" in Appendix VII to the prospectus.

F. SHARE OPTION SCHEME

Summary of principal terms of the Share Option Scheme

The following is a summary of the principal terms of the Share Option Scheme conditionally approved and adopted by our Shareholders at an extraordinary general meeting held on September 3, 2010. The terms of the Share Option Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

1. The purpose of the Share Option Scheme is to provide our Company with a means of incentivizing directors, employees of business associates and retaining employees, and to encourage employees to work towards enhancing the value of our Company and promote the long-term growth of our Company. This Scheme will link the value of our Company with the interests of participants, enabling participants and our Company to develop together and promoting our Company's corporate culture.
2. Our Directors may, at their discretion, invite any directors (including executive directors, non-executive directors and independent non-executive directors), employees and officers of any

member of our Group and any advisors, consultants, distributors, contractors, contract manufacturers, agents, customers, business partners, joint venture business partners and service providers of any member of our Group who our Board considers, in its sole discretion, have contributed or will contribute to our Group to participate in the Share Option Scheme.

3. Initially the maximum number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme or any other share option schemes adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) shall not exceed 10% of the aggregate of the Shares in issue on the Listing Date (such 10% limit represents 140,411,234 Shares). Options which have lapsed shall not be counted in calculating the 10% limit. However (but subject to the 30% limit referred to in this paragraph below), our Company may refresh this 10% limit with Shareholders' approval provided that each such limit (as refreshed) may not exceed the 10% of the Shares in issue as of the date of our Shareholders' approval. Options previously granted under the Share Option Scheme and any other share option schemes adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, cancelled or lapsed in accordance with the relevant scheme or exercised options) will not be counted for the purpose of calculating the limit to be refreshed. Our Company may seek separate approval by Shareholders in general meeting for granting options beyond the 10% limit provided that the options in excess of the limit are granted only to participants specially identified by our Company before such approval is sought. The total number of Shares which may be issued upon exercise of all options granted and yet to be exercised under the Share Option Scheme or any other share option schemes adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) must not exceed 30% of the Shares in issue from time to time. On the Listing Date, such 30% represents 421,233,702 Shares.
4. Unless approved by Shareholders in the manner set out in this paragraph below, the total number of Shares issued and to be issued upon exercise of the options granted to each participant (including both exercised, cancelled and outstanding options) under the Share Option Scheme or any other share option scheme adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) in any 12 month period must not exceed 1% of the Shares in issue. Any further grant of options which would result in the number of Shares issued as aforesaid exceeding the said 1% limit must be subject to prior Shareholders' approval with the relevant participant and his associates abstaining from voting.

Each grant of options to any director, chief executive or substantial shareholder of our Company (or any of their respective associates) (as such terms are defined in rule 1.01 of the Listing Rules) shall be subject to the prior approval of the independent non-executive directors of our Company (excluding any independent non-executive Director who is a proposed grantee of the option). Where any grant of options to a substantial shareholder or an independent non-executive Director of our Company, or any of their respective associates, would result in the Shares issued and to be issued upon exercise of all options already granted and to be granted (including options exercised, cancelled and outstanding) to such person in the 12 month period up to and including the date of such grant:

- (a) representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Hong Kong Stock Exchange) of the Shares in issue; and
- (b) having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheets issued by the Hong Kong Stock Exchange on the date of such grant, in excess of HK\$5 million (or such other higher amount as may from time to time be specified by the Hong Kong Stock Exchange), such grant of options shall be subject to prior approval by our Shareholders (voting by way of poll). All connected persons (as defined in the Listing Rules) of

our Company shall abstain from voting at such general meeting, except that any connected person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular to be sent to our Shareholders in connection therewith.

No offer shall be made and no option shall be granted to any participant in circumstances prohibited by the Listing Rules at a time when the participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law. In particular, during the period commencing one month immediately preceding the earlier of:

- (i) the date of our Board meeting (as such date is first notified to the Hong Kong Stock Exchange in accordance with rule 13.43 of the Listing Rules or such other rule or law for the time in force which applies to our Company) for the approval of our Company's interim or annual results; and
- (ii) the deadline for our Company to publish its interim or annual results announcement under the Listing Rules,

and ending on the date of the results announcement, no option may be granted.

- 5. (a) The period within which the option must be exercised will be specified by our Company at the time of grant. This period must expire no later than 10 years from the relevant date of grant (being the date of which our Board resolves to make an offer of options to the relevant grantee).
- (b) In the event a grantee (being an employee, an officer or a director of any member of our Group) ceases to be an employee, an officer or a director for any reason other than (i) his or her death, (ii) his or her retirement, or (iii) on one or more of the grounds of termination of employment, appointment or directorship specified in paragraph 12(f) below, the grantee may exercise the option up to his or her entitlement at the date of cessation (to the extent he or she is entitled to exercise at the date of cessation but not already exercised) on the date of such cessation which date shall be the last actual working day with our Group whether salary is paid in lieu of notice or not (provided that such exercise is during the relevant option period), failing which it will lapse.
- (c) In the case where the grantee is an employee, an officer or a director and where the grantee ceases to be an employee, an officer or director of our Group by reason of the termination of his or her employment, appointment or directorship on the grounds that he or she has become insolvent or has made any arrangements or compositions with his or her creditors generally or by reason of actual financial difficulties, the grantee shall only be entitled to exercise the options during the relevant option period up to the entitlement of such grantee as at the date on which such grantee ceased to be an employee or a director of our Group (to the extent not already exercised) on the date of such cessation (provided that such exercise is during the relevant option period), failing which it will lapse.
- (d) In the case (1) where the grantee is a business associate under a fixed term contract, if the grantee ceases to be a business associate by reason of termination or expiry of the term of the relevant fixed term contract without any extension or renewal by our Group for reasons other than (i) on one or more of the grounds specified in paragraph 12(f) below, or (ii) on his or her death if the business associate is a natural person, or (2) where the grantee is a business associate not under any fixed term contract, if the grantee ceases to be a business associate by reason of the grantee ceasing to provide any further advisory or consultancy or other kind of services, support, assistance or contribution to our Group as may be determined by our Board and notified to such

business associate in writing within one year after the provision of its last services, support, assistance or contribution to our Group for reasons other than (i) on one or more of the grounds specified in paragraph 12(f) below, or (ii) on his or her death if the business associate is a natural person, the grantee may exercise the option up to his or her entitlement at the date of cessation (to the extent he or she is entitled to exercise at the date of cessation but not already exercised) within the period of six months (or such longer period as our Board may determine) following the date of such cessation, which date shall, in the case of (1) above, be the date of expiry of the relevant fixed term contract; and in the case of (2) above, be the date of the aforesaid written notification to the business associate failing which it will lapse.

- (e) In the event the grantee dies before exercising the option in full and none of the events for termination of employment or engagement under paragraph 12(f) below then exists with respect to such grantee, the personal representative(s) of the grantee shall be entitled within a period of six months from the date of death (provided that such exercise is during the relevant option period) to exercise the option up to the entitlement of such grantee as at the date of death (to the extent not already exercised), failing which it will lapse.
- (f) In the event that the date of retirement of a grantee as decided by the relevant member of our Group falls before the date of the grantee exercising the option in full and none of the events for termination of employment or engagement under paragraph 12(f) below then exists with respect to such grantee, the grantee shall be entitled within a period of six months from the date of retirement (provided that such exercise is during the relevant option period) to exercise the option up to the entitlement of such grantee as at the date of retirement (to the extent not already exercised), failing which it will lapse.
- (g) If a general offer by way of voluntary offer, takeover or otherwise (other than by way of scheme of arrangement pursuant to paragraph 5(h) below) is made to all the holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant option, our Company shall forthwith give notice thereof to the grantee and the grantee shall be entitled to exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company at any time within such period as shall be notified by our Company.
- (h) If a general offer for Shares by way of scheme of arrangement is made to all the holders of Shares and has been approved by the necessary number of holders of Shares at the requisite meetings, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company.
- (i) In the event a notice is given by our Company to our Shareholders to convene a Shareholder's meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed Shareholders' meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be issued on exercise of such option.

- (j) In the event of a compromise or arrangement, other than a scheme of arrangement contemplated in paragraph 5(h) above, between our Company and its members and/or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of our Company, our Company shall give notice thereof to all grantees on the same day as it first gives notice of the meeting to its members and/or creditors to consider such a scheme or arrangement and the grantee may at any time thereafter but before such time as shall be notified by our Company exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be issued on exercise of such option.
- (k) Upon the occurrence of any of the events referred to in paragraphs 5(g), (h), (i) and (j) above, our Company may in its discretion and notwithstanding the terms of the relevant option also give notice to a grantee that his or her option may be exercised at any time within such period as shall be notified by our Company and/or to be extent (not being less than the extent to which it could then be exercised in accordance with its terms) notified by our Company. If our Company gives such notice that any option shall be exercised in part only, the balance of the option shall lapse.
6. At the time of grant of the options, our Company may specify any minimum period(s) for which an option must be held before it can exercised. The Share option Scheme does not contain any such minimum period.
7. At the time of the grant of the options, our Company may specify any performance target(s) which must be achieved by the grantee before the options can be exercised. The Share Option Scheme does not contain any performance targets.
8. The amount payable by a grantee on acceptance of a grant of option is US\$1.00.
9. The subscription price for the Shares which are the subject of the options shall be no less than the higher of (i) the closing price of the Shares as stated in the daily quotation sheet issued by the Hong Kong Stock Exchange on the date of the offer of a grant; (ii) the average closing price of the Shares as stated in the daily quotation sheets issued by the Hong Kong Stock Exchange for the five business days immediately preceding the date of the offer of a grant; and (iii) the nominal value of a share on the date of grant.
10. The Shares to be allotted and issued upon the exercise of an option shall be subject to the provisions of the Memorandum and Articles of Association of our Company for the time being in force and will rank pari passu with the fully paid Shares in issue as from the date of the name of the grantee being registered on the register of members of our Company. Prior to the grantee being registered on the register of members of our Company, the grantee shall not have any voting rights, or rights to participate in any dividends or other distribution (including those arising on a liquidation of our Company), in respect of the Shares to be issued upon the exercise of the option.
11. No options may be granted under the Share Option Scheme after the date of the tenth anniversary of the adoption of the Share Option Scheme.
12. An option shall lapse automatically and not be exercisable, to the extent not already exercised, on the earliest of:
- (a) the expiry of the option period;

- (b) the date of the expiry of the period for exercising the option as referred to in paragraphs 5(b), (c), (d), (e), (f), (g) or (j) above;
- (c) subject to the scheme of arrangement (referred to in paragraph 5(h) above) becoming effective, the expiry of the period for exercising the option as referred to in paragraph 5(h) above;
- (d) subject to paragraph 5(i) above, the date of commencement of the winding up of our Company;
- (e) the date on which the grantee sells, transfers, charges, mortgages, encumbers or creates any interests in favor of any third party over or in relation to any option in breach of the Share Option Scheme;
- (f) the date on which:
 - (i) the grantee (being an employee, an officer or a director of any member of our Group) ceases to be an employee, an officer or a director by reason of the termination of his or her employment, appointment or directorship on the grounds that he or she has been guilty of serious misconduct or has been convicted of any criminal offense involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;
 - (ii) the grantee being a business associate under any contract with our Group, such contract is terminated by reason of breach of contract on the part of the business associate; or
 - (iii) the grantee being a business associate, appears either to be unable to pay or have no reasonable prospect to be able to pay debts, or has become insolvent, or has made any arrangements or composition with his or her creditors generally, or ceases or threatens to cease to carry on its business, or is wound up, or has an administrator or liquidator being appointed for the whole or any part of its undertaking or assets; or has been convicted of any criminal offense involving integrity or honesty,

provided that whether any one or more of the events specified in the above occur in relation to a grantee shall in the reasonable opinion of our Board be solely and conclusively determined by our Board;

- (g) where the grantee is an employee, an officer, a director or a business associate of a member of our Group (other than our Company), the date on which such member ceases to be a member of our Group;
 - (h) unless our Board otherwise determines, and other than in the circumstances referred to in paragraphs 5(b) to 5(k), the date the grantee ceases to be a participant (as determined by a Board resolution) for any reason; and
 - (i) the date on which the option is cancelled by our Board.
13. In the event of any capitalization issue, rights issue, sub-division or consolidation of shares or reduction of share capital of our Company, but excluding, for the avoidance of doubt, any alteration in the capital structure of our Company as a result of an issue of Shares as consideration in a transaction to which our Company is a party, our Board shall determine what adjustment is required to be made to the subscription price and/or the number of Shares to be issued on exercise of the options, and the auditors or financial advisors engaged by our Company for such purpose shall

certify in writing to our Board that such adjustments satisfy the requirements set out in Rule 17.03(13) of the Listing Rules and the note thereto and the supplementary guidance attached to the letter from the Hong Kong Stock Exchange dated September 5, 2005 to all issuers relating to share option schemes (the “Supplemental Guidance”).

Any such adjustments shall give the participant the same proportion of the equity capital of our Company (as interpreted in accordance with the Supplemental Guidance) and adjustments to the advantage of the participants to the exercise price or to the number of Shares subject to the options must be approved by our Shareholders in general meeting, and no adjustment may be made to the extent that Shares would be issued at less than their nominal value. In addition, any adjustment to be made will comply with the Listing Rules, the Supplemental Guidance and any future guidance/interpretation of the Listing Rules issued by the Hong Kong Stock Exchange from time to time.

14. Any options granted but not exercised may be cancelled if the grantee so agrees and new options may be granted to the participant provided such options fall within the limits specified in paragraph 3 above and are otherwise granted in accordance with the terms of the Share Option Scheme.
15. The Shares issued on exercise of the options will on issue be identical shares of our Company.
16. Our Company, by ordinary resolution of our Shareholders, or our Board, may at any time terminate the operation of the Share Option Scheme, and in such event, no further options will be offered or granted, but in all other respects the Share Option Scheme shall remain in full force and effect. Any granted but unexercised options shall continue to be exercisable in accordance with their terms of issue after the termination of the Share Option Scheme.
17. The options are not transferable, except for the transmission of an option on the death of a grantee to his or her personal representative(s) on the terms of the Share Option Scheme.
18. Subject to the terms set out in this paragraph below, our Board may amend any of the provisions of the Share Option Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of the Share Option Scheme, which are not found in Chapter 17 of the Listing Rules) at any time (but not so as to affect adversely any rights which have accrued to any grantee at that date).

Those specific provisions of the Share Option Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of participants, and no changes to the authority of our Directors or administrator of the Share Option Scheme in relation to any alteration of the terms herein shall be made, without the prior approval of Shareholders in general meeting. Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature, or any change to the terms of options granted, must be approved by our Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the Share Option Scheme. The Share Option Scheme so altered must comply with Chapter 17 of the Listing Rules.

Present status of the Share Option Scheme

The Share Option Scheme is conditional on:

- (i) the Listing Committee of the Hong Kong Stock Exchange granting the listing of and permission to deal in the Shares under the Share Option Scheme representing 10% of the issued share capital of our Company upon listing; and
- (ii) the commencement of dealings in the Shares on the Hong Kong Stock Exchange.

If both of the above conditions are not satisfied on or before the date which is 30 days after the date of this prospectus, the Share Option Scheme shall forthwith be cancelled and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Share Option Scheme. As of the date of this prospectus, no option has been granted or agreed to be granted under the Share Option Scheme.

G. OTHER INFORMATION**1. Tax and other indemnities**

Dr. Zhaohua Chang, Shanghai We'Tron and We'Tron Capital (the "Indemnifiers") have entered into a deed of indemnity in favor of our Group to provide the following indemnities in favor of our Group.

Under the deed of indemnity, amongst others, the Indemnifiers will indemnify each of the members of our Group against (a) any loss or liability or diminution in value of assets suffered by any member of our Group as a result of or in connection with any taxation liability in any jurisdiction arising from any income, profits or gain earned, accrued or received or deemed to have been earned, accrued or received on or before the date on which the Global Offering becomes unconditional; or as a consequence of any event, activity or omission which occurred or is deemed to occur on or before the date on which the Global Offering becomes unconditional, whether alone or in conjunction with other circumstances and whether or not such taxation is chargeable against or attributable to any other person; (b) any duty by virtue of the provisions of section 35 and/or section 43 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) or any legislation, law or regulation in relation to estate duty, death duty, inheritance tax, succession duty or another similar duty or taxation in the PRC, the Cayman Islands, BVI or any other jurisdictions in the world where any member of our Group is sought to be made liable to such tax or duty (the "Estate Duty Provision") by reason of the death of any person and by reason of the assets of any member of our Group being deemed for the purpose of such duty to be included in the property passing on his or her death by reason of that person making or having made a relevant transfer to any member of our Group on or before the date on which the Global Offering becomes unconditional; (c) any amount recovered against any member of our Group under an Estate Duty Provision in respect of any duty payable under an Estate Duty Provision by reason of the death of any person and by reason of the assets of any member of our Group being deemed for the purpose of such duty to be included in the property passing on his or her death by reason of that person making or having made a relevant transfer to any member of our Group on or before the date on which the Global Offering becomes unconditional; and (d) any amount of duty which any member of our Group is obliged to pay by virtue of an Estate Duty Provision in respect of the death of any person in any case where the assets of another company are deemed for the purpose of such duty to be included in the property passing on that person's death by reason of that person making or having made a relevant transfer to that other company and by reason of any member of our Group having received assets of that other company on their distribution on or before the date on which the Global Offering becomes unconditional, but only to the extent to which such member of our Group is unable to recover an amount or amounts in respect of that duty from any other person under an Estate Duty Provision.

The Indemnifiers will, however, not be liable under the deed of indemnity for taxation where, among others, (a) to the extent that specific provision or reserve has been made for such taxation in our consolidated financial statements included in “Appendix I — Accountants’ Report” to this prospectus, or to the extent that it relates to taxation incurred or accrued after December 31, 2009 that arises in the ordinary course of our business in this prospectus; (b) to the extent such taxation would not have arisen but for an act or omission by us after the date on which the Global Offering becomes unconditional (other than pursuant to a legally binding commitment created on or before the date on which the Global Offering becomes unconditional); (c) to the extent such taxation or liability arises or is incurred only as a result of a retrospective change in law or regulations, a retrospective increase in tax rates or a retrospective change in administrative interpretation of law or regulations, coming into force after the date on which the Global Offering becomes unconditional; or (d) to the extent that any such liability is disclosed in this prospectus.

The indemnity provided by the Indemnifiers will be valid as long as the Indemnifiers remain our substantial shareholders (as defined under the Listing Rules) and our Company remains listed on the Hong Kong Stock Exchange.

Our Directors have been advised that no material liability for estate duty is likely to fall on our Company or any of our subsidiaries in the Cayman Islands, the BVI or the PRC.

2. Litigation

As of the Latest Practicable Date, no member of our Group was engaged in any litigation, arbitration or claim of material importance and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened against any member of our Group.

3. Preliminary expenses

Our estimated preliminary expenses, excluding underwriting commissions, for the Global Offering are approximately HK\$47 million and are payable by our Company.

4. Qualifications of experts

The qualifications of the experts (as defined under the Listing Rules and the Companies Ordinance) who have given their opinions or advice in this prospectus are as follows:

<u>Name</u>	<u>Qualifications</u>
Credit Suisse (Hong Kong) Limited	Licensed to conduct type 1 (dealing in securities), type 4 (advising on securities) and type 6 (advising on corporate finance) regulated activities under the SFO
Piper Jaffray Asia Limited	Licensed to conduct type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO
KPMG	Certified public accountants
Jones Lang LaSalle Sallmanns Limited	Property valuers
Maples and Calder	Cayman Islands legal adviser
Jun He Law Offices	PRC legal adviser
Protiviti	Global risk and business consulting firm

5. Consents

Each of the Joint Sponsors, KPMG, Jones Lang LaSalle Sallmanns Limited, Maples and Calder, Jun He Law Offices and Protiviti Shanghai Co., Ltd. has given and has not withdrawn its respective written consents to the issue of this prospectus with the inclusion of their reports and/or letters and/or valuation certificates and/or the references to their names included herein in the form and context in which they are respectively included.

None of the experts named above has any shareholding interests in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

6. Binding effect

This prospectus shall have the effect, if an application is made in pursuant hereof, of rendering all persons concerned bound by all the provisions (other than the penal provisions) of sections 44A and 44B of the Companies Ordinance so far as applicable.

7. Bilingual prospectus

The English language and Chinese language versions of this prospectus are being published separately, in reliance upon the exemption provided in Section 4 of the Companies Ordinance (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).

8. Share register

The register of members of our Company will be maintained in Hong Kong by the Hong Kong Share Registrar. Unless our Directors otherwise agree, all transfers and other documents of title to Shares must be lodged for registration with, and registered by, the branch registers in Hong Kong and may not be lodged in the Cayman Islands.

9. Compliance adviser

We have appointed TC Capital Asia Limited as our compliance adviser pursuant to Rule 3A.19 of the Listing Rules. Pursuant to Rule 3A.23 of the Listing Rules, the compliance adviser will advise us on the following circumstances:

- (a) before the publication of any regulatory announcement, circular or financial report;
- (b) where a transaction, which might be a notifiable or connected transaction, is contemplated including share issues and share repurchases;
- (c) where we propose to use the proceeds of the Global Offering in a manner different from that detailed in this prospectus or where our business activities, developments or results deviate from any estimate, or other information in this prospectus; and
- (d) where the Hong Kong Stock Exchange makes an inquiry of us regarding unusual movements in the price or trading volume of our Shares.

The term of the appointment shall commence on the Listing Date and end on the date on which we distribute our annual report in respect of our financial results for the first full financial year

commencing after the Listing Date and such appointment may be subject to extension by mutual agreement.

H. MISCELLANEOUS

Save as otherwise disclosed in this prospectus:

- (a) none of our Directors nor any of the parties listed in “— Consents” above is interested in our promotion, or in any assets which have, within the two years immediately preceding the issue of this prospectus, been acquired or disposed of by or leased to us, or are proposed to be acquired or disposed of by or leased to any member of the our Group;
- (b) none of our Directors nor any of the parties listed in “— Consents” above is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to our business;
- (c) within the two years preceding the date of this prospectus, no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
- (d) we have not issued nor agreed to issue any founder shares, management shares or deferred shares;
- (e) within the two years preceding the date of this prospectus, no commission has been paid or is payable (except commissions to the Underwriters) for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares in our Company;
- (f) no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries; and
- (g) no amount or securities or benefit has been paid or allotted or given within the two years preceding the date of this prospectus to any of our promoters nor is any such securities or amount or benefit intended to be paid or allotted or given.