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Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the composite offer and response document dated 5 February 2013 (the "Composite Document") jointly issued by Sinopharm Group Hongkong Co., Limited and Winteam Pharmaceutical Group Limited. 除文義另有所指外，本表格所用詞彙與國藥集團香港有限公司及盈天醫藥集團有限公司於2013年2月5日聯合刊發之綜合收購建議及回應文件（「綜合文件」）所界定者具相同涵義。

**FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WISH TO ACCEPT THE OFFER.**  
接納及過戶表格在 閣下欲接納收購建議適用。



# 盈天醫藥集團有限公司

## WINTEAM PHARMACEUTICAL GROUP LIMITED

(Incorporated in Hong Kong with limited liability)  
(於香港註冊成立之有限公司)  
(Stock Code: 570)  
(股份代號：570)

### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF WINTEAM PHARMACEUTICAL GROUP LIMITED

盈天醫藥集團有限公司  
已發行股本中每股面值0.10港元普通股之接納及過戶表格

Hong Kong share registrar: Computershare Hong Kong Investor Services Limited  
Shops 1712-1716, 17/F Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong  
香港股份過戶登記處：香港中央證券登記有限公司  
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

**FOR THE CONSIDERATION** stated below the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.10 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.  
下述「轉讓人」謹此按下列代價，根據綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明其持有每股面值0.10港元之股份。

Number of Share(s) to be transferred <sup>(Note)</sup> 將予轉讓之股份數目 <sup>(附註)</sup>	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票證書號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or Company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	
	Telephone number 電話號碼	
CONSIDERATION 代價	a minimum of HK\$1.40 and a maximum of HK\$1.70 in cash for each Share 每股股份現金不少於HK\$1.40及不多於HK\$1.70	
TRANSFEEE 承讓人	Name: 名稱: Correspondence Address: 通訊地址: Occupation: 職業:	Sinopharm Group Hongkong Co., Limited 國藥集團香港有限公司 Room 1601, Emperor Group Center, 288 Hennessy Road, Wanchai, Hong Kong 香港灣仔區軒尼詩道288號英皇集團中心1601室 Corporation 法團

Signed by or for and on behalf of the Transferor(s) in the presence of:  
轉讓人或其代表在下列見證人見證下簽署：  
Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Signature(s) of Transferor(s)/company chop, if applicable  
轉讓人簽署/公司印鑑(如適用)

Date of submission of this Form of Acceptance and Transfer  
提交本接納及過戶表格之日期

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

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions as set out in the Composite Document, and that the signing and submission of this Form of Acceptance and Transfer by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.  
署名股東茲確認收購建議受綜合文件所載條款及條件規限，且由署名股東簽署及呈交接納及過戶表格並不令據此進行之股份轉讓生效。據此進行之股份轉讓須於下文所述轉讓日期由承讓人簽署，方可作實。

#### Do not complete 請勿填寫本欄

Signed by or for and on behalf of the Transferee in the presence of:  
承讓人或其代表在下列見證人見證下簽署：  
Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Date of transfer 轉讓日期

For and on behalf of  
代表  
Sinopharm Group Hongkong Co., Limited  
國藥集團香港有限公司

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

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this form and you have signed this form, you will be deemed to have accepted the Offer in respect of your entire registered holding of Shares. However, such acceptances will not be counted towards fulfilling the acceptance conditions unless Rule 30.2 of the Takeovers Code has been fully complied with.

附註：請填上接納收購建議之股份總數。如本表格並無填寫數目或如填寫之數目超過 閣下登記持有之股份，而 閣下已簽署本表格，則視為 閣下就 閣下名下全部登記持有之股份接納收購建議。然而，除非已完全遵守收購守則規則30.2，否則其接納將不會作符合接納條件。

# PERSONAL DATA

## Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Citigroup Global Markets Asia Limited ("Citigroup") and the Registrar in relation to personal data and the Privacy Ordinance.

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

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

### 2. Purposes

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

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfer(s) of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror, Citigroup or agents such as its financial adviser and the Registrar;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror, Citigroup or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Citigroup and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time to time agree to or be informed of.

### 3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror, Citigroup and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, Citigroup and/or agent(s) such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Citigroup and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Citigroup and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

### 4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, Citigroup and/or the Registrar hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Offeror, Citigroup and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Citigroup and/or the Registrar (as the case may be).

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

## 個人資料

### 收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「私隱條例」)之主要條文已於1996年12月20日在香港生效。本收集個人資料聲明旨在知會閣下有關於約方、花旗環球金融亞洲有限公司(「花旗」)及過戶登記處有關個人資料及私隱條例之政策及慣例。

### 1. 收集閣下個人資料之原因

如閣下就本身之股份接納收購建議，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有延誤。其亦可能妨礙或延誤寄發閣下於收購建議項下有權收取之代價。

### 2. 用途

閣下於本表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下之接納及核實或備本表格及綜合文件列之條
- 登記以閣下名義轉讓股份；
- 保存或更新有關股份持有之登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下根據收購建議有權取得的配額；
- 自要約人、花旗或代理(例如其財務顧問及過戶登記處)收取通訊；
- 編製統計資料及股東概覽；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人、花旗或過戶登記處業務之任何其他用途；及

- 有關上文所述任何其他臨時或關連用途及/或以便要約人、花旗及/或過戶登記處履行彼等對股東及/或監管機構的責任及股東不時同意或獲悉之其他用途。

### 3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人、申銀萬國證券及/或過戶登記處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人、花旗及/或代理，例如其財務顧問及過戶登記處；
- 向要約人、花旗及/或過戶登記處就其業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、花旗及/或過戶登記處認為必需或適當情況下之任何其他人士或機構。

### 4. 存取及更正個人資料

根據私隱條例之規定，閣下可確認要約人、花旗及/或過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據私隱條例之規定，要約人、花旗及過戶登記處可就獲取任何資料之要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別之所有要求，須提交要約人、花旗及/或過戶登記處(視情況而定)。

**閣下一經簽署本表格，即表示同意上述所有條款**

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

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

The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, Citigroup, the Company, any of their respective directors and professional advisors and all persons involved in the Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

#### HOW TO COMPLETE THIS FORM

Shareholders are advised to read this form in conjunction with the Composite Document before completing this form. To accept the Offer, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Offer, by post or by hand, marked "Winteam Pharmaceutical Group Limited Share Offer" on the envelope, to Computershare Hong Kong Investors Services Limited (the "Registrar") at Shops 1712-1716, 17/F Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by no later than 4:00 p.m. on Tuesday, 26 February 2013 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.

#### FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

##### To: The Offeror and Citigroup

1. My/Our execution of this form overleaf shall be binding on my/our successors and assignees, and shall constitute:
    - (a) my/our irrevocable acceptance of the Offer made by Citigroup on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form or, if no such number is specified, or a greater number is specified in this form than I/we am/are registered as the holder(s) thereof and I/we have signed this form, in respect of all such Shares as to which I/we am/are registered as the holder(s);
    - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Citigroup and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share Certificate(s), subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to the Registrar together with this form;
    - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Citigroup and/or any of their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our own risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within seven Business Days of the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;  
*(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)*  
**Name:** (in block capitals) \_\_\_\_\_  
**Address:** (in block capitals) \_\_\_\_\_
  - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Citigroup and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
  - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Citigroup and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer;
  - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date of the Joint Announcement, including, without limitation, the right to receive all future dividends and other distributions declared, paid or made, if any, on or after the date of the Joint Announcement, in respect of the Share(s) tendered for acceptance under the Offer;
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Citigroup and/or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein; and
  - (h) my/our appointment of the Offeror and/or Citigroup as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date hereof be irrevocable.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Citigroup that (i) the Shares held by me/us to be acquired under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights accruing or attaching thereto on or after the Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and other distributions declared, paid or made, if any, on or after the Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Citigroup, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and is permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
  3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Share(s) specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Offer.
  4. In the event that my/our acceptance is not valid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you or any one of you to return to me/us my/our Share Certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company.  
*Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror and/or Citigroup and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).*
  5. I/We warrant to you and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements.
  6. I/We warrant to you and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
  7. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of this form, Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
  8. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
  9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Citigroup and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
    - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar at Shops 1712-1716, 17/F Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong;
    - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
    - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
  10. I/We acknowledge that, save as expressly provided in the Composite Document and this form, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

**本表格乃重要文件，請即處理。**如閣下對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已售出或轉讓所有名下之股份，應立即將本表格連同綜合文件，送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商或證券註冊機構或其他代理，以便轉交買主或承讓人。

向海外股東提出之收購建議或會受有關司法權區之法例禁止或影響。倘閣下為海外股東，閣下應自行就有關收購建議於相關司法權區之影響徵詢適當的法律意見並了解及遵守任何適用法例或監管規定。倘閣下欲接納收購建議，則閣下本身有責任完全遵守所有相關司法權區之法例及規例，包括但不限於取得任何可能必須之政府、外匯管制或其他方面的同意及任何登記或存檔及遵守所有必要手續、監管及／或法例規定。閣下亦須全面負責支付閣下於相關司法權區應付之任何轉讓費或其他稅項及費，而要約人、花旗、本公司、彼等各自之董事及專業顧問及任何涉及收購建議之人士以及任何彼等各自之代理人均有權獲全面彌償保證及毋須就閣下可能須付之任何稅項承擔任何責任。閣下接納收購建議，將被視作表示閣下保證閣下根據所有適用法例及法規可收取及接納收購建議（包括任何有關修訂），而有關接納根據所有適用法例及法規為有效及具約束力。閣下決定是否接納或不接納收購建議應諮詢專業意見。

#### 本表格填寫方法

股東務請先閱讀本表格及綜合文件後始填寫本表格。如欲接納收購建議，閣下應填妥及簽署本表格之背頁，然後將本表格連同不少於閣下有意接納收購建議之股份數目之有關股票證書（「股票證書」）及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何滿意彌償保證）（信封面須註明「盈天醫藥集團有限公司收購建議」），盡快郵寄或交回：香港中央證券登記有限公司（「過戶登記處」），地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，惟無論如何不可遲於2013年2月26日（星期二）下午四時正（香港時間）（或要約人根據收購守則可能決定及公佈之較後日期及／或時間）。

#### 收購建議之接納及過戶表格

##### 致：要約人及花旗

1. 本人／吾等一經簽署本表格之背頁，本人／吾等之承繼人及受讓人將受此約束，並表示：

(a) 本人／吾等就本表格上所註明數目之股份，按綜合文件所載代價及受限於綜合文件及本表格所述之條款及條件，不可撤回地接納由花旗代表要約人提出之綜合文件所述收購建議，如本表格未有列明數目或填上之數額超過本人／吾等以登記持有人名義持有之數額，而本人／吾等已簽署本表格，則接納收購本人／吾等名下登記持有之全部股份；

(b) 本人／吾等不可撤回地指示及授權各要約人及／或花旗及／或任何彼等各自之代理，代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需任何滿意彌償保證），憑此向貴公司或過戶登記處領取本人／吾等就股份應獲發之股票證書，並將有關股票證書送交過戶登記處，且授權及指示過戶登記處根據收購建議之條款及條件持有該等股票證書，猶如該等股票證書已連同本表格一併交回過戶登記處；

(c) 本人／吾等不可撤回地指示及授權各要約人及／或花旗及／或任何彼等各自之代理，就本人／吾等根據要約之條款應得之現金代價（扣除本人／吾等於有關接納收購建議應付之賣方從價印花稅），以「不得贖讓—只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，盡快惟於任何情況下須於過戶登記處接獲所有相關文件當日起計7個營業日內以平郵方式按以下地址寄予以下人士（或如無填上姓名及地址，則按貴公司之股東名冊所登記地址，寄予本人／吾等當中之名列首位者（如屬聯名登記股東），惟郵誤風險概由本人／吾等自行承擔）致使接納收購建議完成及有效；

*（附註：如收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。）*

姓名：（請用正楷填寫）\_\_\_\_\_

地址：（請用正楷填寫）\_\_\_\_\_

(d) 本人／吾等不可撤回地指示及授權各要約人及／或花旗及／或任何其可能指定之人士，代表本人／吾等以根據要約出售股份賣方之身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在本表格背書證明；

(e) 本人／吾等不可撤回地指示及授權各要約人及／或花旗及／或任何其可能指定之人士，代表本人／吾等填妥及簽署與本人／吾等接納收購建議有關之任何文件，以及辦理任何其他必需或適當之手續，將本人／吾等就接納收購建議交出之股份轉歸要約人或其可能指定之人士所有；

(f) 本人／吾等承諾於必需或適當時簽署相關其他文件及辦理相關手續及事項，以確保就接納收購建議交出之本人／吾等之股份轉予要約人或其可能指定人士，概不附帶任何留置權、抵押、選擇權、索償、衡平權、不利之權益、第三方權利或產權負擔之限制，連同於聯合公告日期或之後就接納收購建議交出之股份所應有或附帶之一切權利，包括（但不限於）收取於聯合公告日期或之後所宣派、派付或作出之所有日後股息及其他分派（如有）之權利；

(g) 本人／吾等同意追認要約人及／或花旗及／或任何彼等各自之代理或其可能指定之人士，行使本表格所載任何授權時所作出或進行之任何行動或事宜；及

(h) 本人／吾等委任要約人及／或花旗為本人／吾等就本表格有關之全部股份之委任代理人，該授權書於本公告日期起生效，並隨後不得撤回。

2. 本人／吾等明白本人／吾等接納收購建議，將被視為表示本人／吾等向要約人及花旗保證(i)出售根據收購建議收購之本人／吾等所持股份不附有任何第三方權利、留置權、抵押、衡平權、選擇權、申索、不利權益及產權負擔以及該等股份於截止日期或之後所應有或所附帶或其後所附帶之一切權利，包括但不限於截止日期或之後宣派、派付或作出之一切日後股息及其他分派（如有）之權利；及(ii)本人／吾等並無採取或不採取任何行動而將引致或可能引致要約人、花旗、貴公司或任何其他人士違反任何地區與收購建議或本人／吾等接納收購建議有關之法律或監管規定，且本人／吾等根據所有適用法例及法規獲准收取及接納收購建議（及其任何修訂），而根據所有適用法例及法規，該接納為有效及具有約束力。

3. 本人／吾等謹此向閣下保證及聲明，本人／吾等為本表格所列明股份之登記持有人，而本人／吾等擁有全部權利、權力及權限，藉接納收購建議之方式向要約人出售及轉讓本人／吾等所持股份之所有權及擁有權。

4. 倘根據收購建議之條款，本人／吾等之接納無效，且上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求閣下或其中任何一方將本人／吾等之股票證書及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何滿意彌償保證），連同已正式註銷之本表格一併寄回上述第1(c)段所指人士及地址或，如姓名及地址欄內空白，則按貴公司股東名冊所登記地址以平郵方式寄回本人或吾等當中之名列首位者（如屬聯名登記股東），惟郵誤風險概由本人／吾等自行承擔。

*附註：倘閣下寄發一份或以上過戶收據，及同時於閣下接納收購建議後，要約人及／或花旗及／或任何彼等各自之代理代表閣下，向本公司或過戶登記處領取之有關股票證書而言，閣下將獲發股票證書而非過戶收據。*

5. 本人／吾等向閣下及貴公司保證，本人／吾等符合本人／吾等於貴公司股東名冊所列地址所處司法權區內有關本人／吾等接納收購建議之法律規定，包括取得所有可能必須之一切政府、外匯管制或其他同意及任何註冊或存檔及遵守所有必要之正式手續、監管及／或法例規定。

6. 本人／吾等向閣下及貴公司保證，本人／吾等將全面負責支付本人／吾等於貴公司股東名冊所列地址所處司法權區就本人／吾等接納收購建議之所有應付轉讓費用或其他稅項及稅款。

7. 本人／吾等茲附上本人／吾等所持全部／部分股份之有關股票證書及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何滿意彌償保證），由閣下根據收購建議之條款及條件予以保存。本人／吾等明白將不會就任何本表格、股票證書及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何滿意彌償保證）獲發收據。本人／吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人／吾等承擔。

8. 本人／吾等承認透過接納收購建議而向要約人出售本人／吾等之股份，將以要約人或其代名人之名義登記。

9. 本人／吾等就已接納或被視為已接納收購建議所涉及之股份，而其接納並未被有效撤回及並無按要約人之指示或其名義登記者，向要約人、花旗及貴公司不可撤回地承諾、聲明、保證及同意（以約束本人／吾等之承繼人及受讓人）：

(a) 本人／吾等授權貴公司及／或其代理將須向本人／吾等作為貴公司成員寄發之任何通告、通函、認股權證或其他須予寄發之文件或通訊（包括任何股票證書及／或因該等股份轉為證書形式而發出之其他所有權文件），寄予要約人，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖之過戶登記處；

(b) 不可撤回地授權要約人或其代理代表本人／吾等簽署任何同意書，同意縮短貴公司股東大會通知期及／或出席及／或簽署該等股份之代表委任表格，以委任要約人提名之任何人士出席相關股東大會（或其任何續會），以及代表本人／吾等行使該等股份附帶之投票權，而該等投票權將以要約人全權酌情釐定之方式作出投票；及

(c) 本人／吾等協定，在未得要約人之同意下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何股東大會委任代表，或委任代表出席股東大會，及在上文所規限下，如本人／吾等以往已就貴公司股東大會委任代表（而該代表並非要約人或其代名人或獲委任人士）出席該大會並作出投票，則本人／吾等謹此撤回有關委任。

10. 本人／吾等確認，除綜合文件及本表格明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及為無條件。