Form A 表格甲

The whole of this document must be returned to be valid. 本文件必須整份交回方為有效。

IMPORTANT 重要提示

Reference is made to the prospectus of MEGA MEDICAL TECHNOLOGY LIMITED (the "Company") dated 20 October 2017 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein, unless the context requires otherwise.

茲提述美加醫學科技有限公司(「**本公司**」)日期為二零一七年十月二十日有關供股的章程(「**供股章程**」)。除文義另有規定外,供股章程所界定的詞彙與本通知書所用者具相同涵義。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EAF AND PROSPECTUS EXPIRES AT 4:00 P.M. ON FRIDAY, 3 NOVEMBER 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE SECTION HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE" IN THE ENCLOSED SHEET).

本通知書具有價值及可予轉讓,請即處理。本通知書及隨附額外供股份申請表格及供股章程內所載的認購要約於二零一七年十一月三日(星期五)下午四時正(或如在惡劣天氣情況下,於隨附頁中「惡劣天氣對最後接納時限的影響」一段所載的該等較後時間或日期)截止。

IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS PAL AND THE ACCOMPANYING EAF TO THE PURCHASER(S) OR THE TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR THE TRANSFEREE(S).

閣下如對本通知書的內容或將予採取的行動有任何疑問,應諮詢 閣下的股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。 閣下如已將名下本公司所有股份出售或轉讓,應立即將供股章程及本通知書以及隨附的額外申請表格交予買主或承讓人,或經手出售或轉讓的銀行、持牌證券交易商或其他代理商,以便轉交買主或承讓人。

The Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, make no representation as to the accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this PAL.

香港交易及結算所有限公司、聯交所及香港結算對本通知書的內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示概 不就因本通知書全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣,以及遵守香港結算的股份收納規定後,未繳股款及繳足股款供股股份將 獲香港結算接納為合資格證券,可由各自開始在聯交所買賣之日或香港結算釐定的其他日期起,於中央結算系統內寄存、結算及交 收。聯交所參與者之間於任何交易日進行的交易須於其後第二個交易日在中央結算系統內進行交收。中央結算系統的所有活動均須受 不時有效的中央結算系統一般規則及中央結算系統運作程序規則所限制。

A copy of each of the Prospectus Documents, together with documents specified in the section headed "15. Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Stock Exchange, the Securities and Futures Commission of Hong Kong nor the Registrar of Companies in Hong Kong takes any responsibility as to the contents of any of these documents.

一套各份章程文件連同供股章程附錄三「15.送呈公司註冊處處長的文件」一節所列的文件,已根據香港法例第32章《公司(清盤及雜項條文)條例》第342C條送呈香港公司註冊處處長登記。聯交所、香港證券及期貨事務監察委員會及香港公司註冊處處長對此等文件的內容概不負責。



MEGA MEDICAL TECHNOLOGY LIMITED 美加醫學科技有限公司

(Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock code: 876) (股份代號:876)

RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE FOR **EVERY THREE (3) SHARES HELD ON THE RECORD DATE** AT THE SUBSCRIPTION PRICE OF HK\$0.40 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON FRIDAY, 3 NOVEMBER 2017

以認購價每股供股股份0.40港元 按於記錄日期每持有三(3)股股份獲發一(1)股供股股份之基準進行供股 須不遲於二零一七年十一月三日(星期五)下午四時正 在接受時繳足股款

PROVISIONAL ALLOTMENT LETTER ("PAL")

暫定配額通知書 (「通知書」)

Hong Kong branch share registrar and transfer office:

Tricor Tengis Limited Level 22, Hopewell Centre 183 Queen's Road East Hong Kong

股份過戶登記處香港分處:

卓佳登捷時有限公司

香港

皇后大道東183號

合和中心22樓

Principal place of business in Hong Kong:

Suite 2016A

20/F., Two International Finance Centre

8 Finance Street, Central

Hong Kong

Registered office:

Clarendon House

2 Church Street

Hamilton HM11

Bermuda

香港主要營業地點:

香港

中環

金融街8號

國際金融中心二期

20樓 2016A 室

註冊辦事處:

Clarendon House

2 Church Street

Hamilton HM11

Bermuda

20 October 2017

二零一七年十月二十日

Name(s) and address(es) of the Qualifying Shareholder(s) 合資格股東姓名及地址	٦	BOX A 甲欄	
	1	BOX B 乙欄	
		BOX C 丙欄	
		HK\$ 港元	

Contact telephone no: 聯絡電話號碼:_____

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 3 November 2017 (or, under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather on the Latest Time for Acceptance" in the enclosed sheet). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "MEGA MEDICAL TECHNOLOGY LIMITED — PAL" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the bye-laws of the Company. Instructions on transfer and splitting are set out in the enclosed sheet. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

閣下如全數接納暫定配額,須於二零一七年十一月三日(星期五)下午四時正前(或如於惡劣天氣情況下,於隨附頁中「惡劣天氣對最後接納時限的影響」一段所載的該等較後時間或日期),將本通知書整份連同丙欄所載須於接納時繳足的股款,送交過戶登記處卓佳登捷時有限公司,地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元支付。支票須由香港持牌銀行的賬戶開出,而銀行本票則須由香港持牌銀行開立,以「**只准入抬頭人賬戶**」方式劃線開出,並註明抬頭人為「MEGA MEDICAL TECHNOLOGY LIMITED — PAL」。支付有關款項後,將表示根據本通知書及供股章程的條款,並在本公司的公司細則規限下,接納供股股份暫定配額。有關轉讓及分拆指示載於隨附頁內。本公司概不會就股款發出收據。所有涉及本通知書的查詢應向位於上述地址的過戶登記處提出。

The Underwriting Agreement contains provisions granting the Underwriter, by notice in writing to the Company, the right to terminate the Underwriting Agreement at any time prior to the Latest Time for Termination on the occurrence of certain events which are set out below in this PAL under the heading "Termination of the Underwriting Agreement". If the Underwriting Agreement is terminated by the Underwriter prior to the Latest Time for Termination or the conditions of the Rights Issue are not fulfilled or waived, as applicable, the Rights Issue will not proceed.

包銷協議載有條文,賦予包銷商權利於發生若干事件時透過向本公司發出書面通知於最後終止時限前隨時終止包銷協議,而該等若干事件列載於本通知書「終止包銷協議」一節內。倘包銷商於最後終止時限前終止包銷協議,或供股的條件未能達成或獲豁免(如適用),則供股將不會進行。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. on Friday, 3 November 2017. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "MEGA MEDICAL TECHNOLOGY LIMITED — PAL" and crossed "Account Payee Only".

閣下如欲行使 閣下的權利認購本通知書所列的所有供股份,則須依照其上印備的指示,於二零一七年十一月三日(星期五)下午四時正前將本通知書連同接納時應付的全數股款交回過戶登記處卓佳登捷時有限公司,地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元支付。支票須由香港持牌銀行的賬戶開出,而銀行本票則須由香港持牌銀行開立,以「只准入抬頭人賬戶」方式劃線開出,並註明抬頭人為「MEGA MEDICAL TECHNOLOGY LIMITED — PAL」。

It should be noted that the Shares have been dealt on an ex-rights basis from Monday, 9 October 2017. Dealings in the Rights Shares in their nil-paid form will take place from Tuesday, 24 October 2017 to Tuesday, 31 October 2017 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled or waived (as applicable) at or before 4:00 p.m. on Tuesday, 7 November 2017 (or such other time or date as may be agreed between the Company and the Underwriters), the Rights Issue will not proceed. Any persons contemplating dealings in the Shares prior to the date on which the conditions of the Rights Issue are fulfilled or waived (as applicable), and/or dealings in the nil-paid Rights Shares, are accordingly subject to the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating dealing in the Shares and/or the Rights Shares in their nil-paid form are recommended to consult their own professional advisers.

務請注意,股份已自二零一七年十月九日(星期一)起按除權方式買賣。未繳股款供股股份將由二零一七年十月二十四日(星期二)起至二零一七年十月三十一日(星期二)(包括首尾兩天)買賣。倘供股之條件未有於二零一七年十一月七日(星期二)下午四時(或本公司與包銷商可能協定之其他時間或日期)或之前達成或獲豁免(按適用),則供股將不會落實進行。凡於供股之條件達成或獲豁免(按適用)日期前買賣股份及/或買賣未繳股款供股股份之任何人士,將因而須承擔供股不能成為無條件及不會落實進行之風險。有意買賣股份及/或買賣未繳股款供股股份之任何股東或其他人士請諮詢本身之專業顧問。

NO RECEIPT WILL BE GIVEN FOR REMITTANCE 本公司將不另發股款收據

— This page is intentionally blank page — — 此乃白頁 — — This page is intentionally blank page — — 此乃白頁 — IN THE EVENT OF A TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, HONG KONG STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓本文件所示認購供股股份的權利時,每宗買賣均須繳納香港印花稅。餽贈或轉讓(並非以出售方式)實益擁有的權 益亦須繳納香港印花稅。在登記轉讓本文件所示任何認購供股股份權利之前,須出示已繳納香港印花稅的證明。

Form B 表格乙

FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

	,	to subsc	Qualifying Shareholder(s) who wish(cribe for the Rights Share(s) comprise 函蓋認購供股股份的權利全數轉讓	ed herein)		r right(s)
То:	The Directors Mega Medical Technology	ology Limited				
致:	美加醫學科技有限公 列位董事	司				
same 敬啟 本人	hereby transfer all my/o and signing the registrati 者:	on application fo	bscribe for the Rights Share(s) comporm (Form C) below. 等可認購供股股份的權利全數轉讓		•	
1		2	3		4	
		Signature(s)	of Shareholder(s) (all joint Sharehold 股東簽署 (所有聯名股東均須簽署	O /		
				Date :		, 2017
				日期:二零一七年	F月	日

Hong Kong stamp duty is payable in connection with the transfer of the right(s) to subscribe for the Rights Share(s).

轉讓可認購供股股份的權利須繳納香港印花稅。

Form C 表格丙

REGISTRATION APPLICATION FORM 登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Share(s) are being transferred)
(僅供承讓認購供股股份權利的人士填寫及簽署)

To: The Directors

Mega Medical Technology Limited

接納轉讓可認購供股股份的權利須繳納香港印花稅。

致: 美加醫學科技有限公司

列位董事

Dear Sirs,

I/We request you to register the number of Rights Share(s) mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the bye-laws of the Company.

敬啟者:

本人/吾等謹請 閣下將表格甲內乙欄所述供股股份數目以本人/吾等名義登記,本人/吾等同意按照本通知書及供股章程所載的條款,並在 貴公司的公司細則規限下接納該等股份。

				Please m	Sharehold ark "X" in 見請在欄內			
			Joint applicants should give the a 填寫。聯名申請人僅須填報排					
Name in English 英文姓名/名稱	Family name or Company name 姓氏或公司名稱 Other name(s) 名字			Name in 中文姓名				
Name continuation and/or name(s) of joint applicants (if applicable) 姓名(續)及/或聯名 申請人姓名/名稱 (如適用)								
Address in English 英文地址 (Joint applicants should give address of the first- named applicant only) (聯名申請人僅須填寫 排名首位的申請人地 址)								
Occupation 職業				Telephor電話號碼				
		Dividen	d instructions 派息指示		Bank	account number	銀行戶口號碼	
				BANK 銀行	BRANCH 分行		ACCOUNT 賬戶	
Name and address of bank 銀行名稱及地址								
		Account type 賬戶類別	1	For office	e use only	公司專用		
1		ature(s) of applic 申請人簽署 (3 ant(s) (all joint applican 所有聯名申請人均須須	its must s		4		
	, 2017	in connection wi	th the acceptance of the				月	



MEGA MEDICAL TECHNOLOGY LIMITED

美加醫學科技有限公司

(Incorporated in Bermuda with limited liability)
(Stock code: 876)

20 October 2017

Dear Qualifying Shareholder(s),

Reference is made to the Prospectus in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein, unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the number of Rights Shares on the basis of one (1) Rights Share for every three (3) Shares held and registered in your name(s) in the register of members of the Company on the Record Date (i.e. Tuesday, 17 October 2017). Your holding of Shares on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

The Prospectus Documents have not been registered under the applicable securities legislation of any jurisdiction other than Hong Kong. No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents (including this PAL), in any territory or jurisdiction outside Hong Kong (other than the BVI). No person receiving a copy of the Prospectus Documents (including this PAL) in any territory or jurisdiction outside Hong Kong (other than the BVI) may treat it as an offer or an invitation to apply for the Rights Shares or the excess Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person (including but without limitation to nominee, agent and trustee) receiving a copy of the Prospectus Documents (including this PAL) outside Hong Kong (other than the BVI) and wishing to take up the Rights Shares or make an application for the excess Rights Shares to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant territory or jurisdiction including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction therewith.

The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction. This PAL, and the Rights Shares, in both their nil-paid and fully-paid forms, have not been and will not be registered under the applicable securities laws of any jurisdictions other than Hong Kong.

The Company will send copies of the Prospectus to the Non-Qualifying Shareholders for their information only, without any PAL and EAF. Arrangements will be made for Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses, if more than HK\$100 will be paid pro rata to the Non-Qualifying Shareholders. The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold entitlement of Non-Qualifying Shareholders, together with any Rights Shares provisionally allotted but not accepted, will be made available for excess application on EAFs by Qualifying Shareholders.

When allotted, issued and fully-paid, the Rights Shares will rank pari passu in all respects with the existing Shares then in issue.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 3 November 2017 (or under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather on the Latest Time for Acceptance" below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "MEGA MEDICAL TECHNOLOGY LIMITED - PAL" and crossed "ACCOUNT PAYEE ONLY".

It should be noted that unless this PAL, duly completed and together with the appropriate remittance, has been lodged with the Registrar by no later than 4:00 p.m. on Friday, 3 November 2017 (or under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather on the Latest Time for Acceptance" below), whether by the original allottee or any person in whose favour the provisional allotment has been validly transferred, that provisional allotment and all rights and entitlement thereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by the Qualifying Shareholders. The Company may, at its sole discretion, treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and wish to apply for any Rights Shares in addition to those provisionally allotted to you hereunder, you should complete and sign the accompanying EAF as indicated therein and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 3 November 2017 (or under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather on the Latest Time for Acceptance" below). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "MEGA MEDICAL TECHNOLOGY LIMITED — EAF" and crossed "Account Payee Only".

The Directors will allocate the excess Rights Shares at their discretion on a pro rata basis in proportion to the number of excess Rights Shares being applied for under each application. No reference will be made to the Rights Shares comprised in applications by PAL or the number of Shares held by the Qualifying Shareholders. No preference will be given to applications to topping up odd lot holdings to whole lot holdings.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this PAL to the transferee(s) to or through whom you are transferring such rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. on Friday, 3 November 2017 (or under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather on the Latest Time for Acceptance" below). It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment and/or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder to more than one person, this PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 26 October 2017 with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel this original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second business day after the surrender of this original PAL.

FRACTIONAL ENTITLEMENTS

The Company will not issue fractional entitlements to the Rights Shares to the Shareholders. All fractions of the Rights Shares shall be rounded down to the nearest whole number of Rights Shares and aggregated and, if a premium (net of expenses) can be achieved, sold in the market by the Company and the Company will keep the net proceeds for its own benefit. Any unsold fractions of the Rights Shares will be made available for excess application by the Qualifying Shareholders.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the existing Shares have been dealt in on an ex-rights basis since Monday, 9 October 2017 and the dealings in the Rights Shares in their nil-paid form are expected to take place from Tuesday, 24 October 2017 to Tuesday, 31 October 2017 (both days inclusive). If the Underwriting Agreement is terminated by the Underwriter prior to the Latest Time for Termination or the conditions of the Rights Issue are not fulfilled or waived (as applicable), the Rights Issue will not proceed. Any Shareholder or other person contemplating buying or selling of the Shares or Rights Shares in their nil-paid form, who is in any doubt about his/her/its/their position, is recommended to consult his/her/its/their own professional adviser(s).

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. The Underwriting Agreement contains provisions granting the Underwriter, by notice in writing to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. The Underwriter may at any time prior to the Latest Time for Termination, by notice in writing to the Company, rescind or terminate the Underwriting Agreement if at any time prior to the Latest Time for Termination:

- (i) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or

- (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) any change in the circumstances of the Company or any member of the Group occurs which in the absolute opinion of the Underwriter shall adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (iv) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which, in the absolute opinion of the Underwriter, is likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not *ejusdem generis* with any of the foregoing; or
- (vi) any matter occurs which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 15 consecutive business days occurs, excluding any halt or suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (viii) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange occurs due to exceptional financial circumstances or otherwise,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

The Underwriter will also be entitled by notice in writing to rescind the Underwriting Agreement if, prior to the Latest Time for Termination:

- (i) any material breach of any of the representations, warranties or undertakings of the Company contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (ii) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

The risks in dealing in the Shares and the Rights Shares are disclosed in the section headed "Warning of the risks of dealing in Shares and Rights Shares" of the Prospectus. If the conditions are not satisfied in whole by the Latest Time for Termination or such other time and/or date as the Company and the Underwriter may agree in writing, the Underwriting Agreement will terminate and cease to be of further effect and no party may claim against the other party for costs, damages, compensation or otherwise, save for any antecedent breaches.

If the Underwriter exercises such rights, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed. Further announcement(s) will be made if the Underwriting Agreement is terminated by the Underwriter.

Details of the terms of the termination of the Underwriting Agreement are also set out in the Prospectus.

CHEQUES OR CASHIER'S ORDERS

All cheques or cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of this PAL with a cheque or a cashier's order will constitute a warranty by such person that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the cheque or cashier's order is dishonoured on first presentation, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES

Subject to the fulfillment of the conditions of Rights Issue, share certificates for the fully-paid Rights Shares are expected to be despatched to you by the Registrar by ordinary post at your own risk on or before Tuesday, 14 November 2017.

You will receive one share certificate for all the Rights Shares issued to you.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE

The Latest Time for Acceptance will not take place at 4:00 p.m. on Friday, 3 November 2017 if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning, if such circumstances are:

- 1. in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the Latest Time for Acceptance. The Latest Time for Acceptance will not take place at 4:00 p.m. on the Latest Time for Acceptance, but will be extended to 5:00 p.m. on the same business day instead; or
- 2. in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Latest Time for Acceptance. The Latest Time for Acceptance will not take place on the Latest Time for Acceptance, but will be rescheduled to 4:00 p.m. on the following business day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

GENERAL

Completion and return of this PAL will constitute a warranty and representation from you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of it have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above warranty and representation.

Lodgment of this PAL with, where relevant, the form of transfer and nomination (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PALs and/or certificates for Rights Shares.

This PAL and any acceptance of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours from Friday, 20 October 2017 to Friday, 3 November 2017.

PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting this PAL and/or the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of the Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its head office and principal place of business in Hong Kong at Suite 2016A, 20/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary of the Company, or (as the case may be) to the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, for the attention of Privacy Compliance Officer.

Yours faithfully,
By order of the Board of
Mega Medical Technology Limited
Luo Jun
Chairman



MEGA MEDICAL TECHNOLOGY LIMITED 美加醫學科技有限公司

(於百慕達註冊成立之有限公司) (股份代號:876)

敬啟者:

茲提述有關供股的供股章程。除文義另有規定外,供股章程所界定的詞彙在本通知書使用時具相同涵義。根據供股章程所載的條款及受其條件規限下,董事已向 閣下暫定配發的供股股份數目以於記錄日期(即二零一七年十月十七日(星期二))在本公司的股東名冊上以 閣下名義持有及登記的每三(3)股股份獲發一(1)股供股股份為基準。 閣下於記錄日期持有的股份數目載於甲欄,而 閣下獲暫定配發的供股股份數目載於乙欄。

章程文件並無根據香港以外任何司法權區之適用證券法例登記。本公司並無於香港以外任何地區或司法權區(英屬處女群島除外)就准許提呈發售供股份或派發章程文件(包括本通知書)而採取任何行動。因此,於香港以外任何地區或司法權區(英屬處女群島除外)接獲章程文件(包括本通知書)之任何人士不可將其視作申請認購供股股份或額外供股股份之要約或邀請,除非於有關司法權區內可毋須遵守任何登記手續或其他法律或監管規定即可合法提出要約或邀請則作別論。在香港境外(英屬處女群島除外)接獲章程文件(包括本通知書)之任何人士(包括但不限於代名人、代理及受託人)如欲承購供股股份或申請認購額外供股股份,須自行全面遵守有關地區或司法權區之法律及法規,包括取得任何有關政府或其他同意,以遵守該地區或司法權區可能規定之任何其他正式手續,以及在該地區或司法權區支付就此所需繳付之任何稅項、關稅及其他款項。

本公司保留權利拒絕接納本公司相信會違反任何司法權區的適用證券法例或其他法例或規定的任何供股股份的申請。本 通知書及供股股份(未繳股款及繳足股款)並無及將不會根據香港境外任何司法權區的適用證券法律登記。

本公司將向不合資格股東發送供股章程,僅供彼等參考,不會附載任何通知書或額外申請表格。如能取得溢價(扣除開支後),本公司將安排原應暫定配發予不合資格股東之供股股份於供股股份以未繳股款形式買賣開始後,以未繳股款形式於可行情況下盡快在市場出售。有關出售之所得款項扣除開支後,金額超過100港元部分將按不合資格股東於記錄日期之持股比例分派予彼等,金額為100港元或以下之個別款項將撥歸本公司所有。不合資格股東之任何未出售配額連同任何暫定配發惟未獲接納之供股股份,將可供合資格股東使用額外申請表格作出額外申請。

繳足股款的供股股份經發行、配發及繳足股款後,將在各方面與現有已發行股份享有同等權益。

接納手續

閣下如全數接納暫定配額,須於二零一七年十一月三日(星期五)下午四時正前(或如於惡劣天氣情況下,於下文「惡劣天氣對最後接納時限的影響」一節所述的較後時間或日期),將本通知書整份連同丙欄所載須於接納時繳足的股款,送交過戶登記處卓佳登捷時有限公司,地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付,並以由香港持牌銀行賬戶開出之支票或由香港持牌銀行發出之銀行本票支付,註明抬頭人為「MEGA MEDICAL TECHNOLOGY LIMITED — PAL |,並以「只准入抬頭人賬戶|劃線方式開出。

務請注意,除非原承配人或已有效承讓暫定配額之任何人士於二零一七年十一月三日(星期五)下午四時正(或在惡劣天氣狀況下,於下文「惡劣天氣對最後接納時限的影響」一節所述之較後時間或日期)前,已將填妥之本通知書連同適當股款送達過戶登記處,否則該暫定配額及其項下之一切權利及配額將被視為已遭拒絕而將予取消,而該等供股股份將可供合資格股東透過額外申請表格申請認購。本公司可全權酌情視一份通知書為有效,並對所提交或被代為提交之人士具有約束力,即使該通知書並未根據有關指示填妥亦然。

額外供股股份

倘 閣下為合資格股東,且有意申請 閣下據此獲暫定配發以外的任何供股股份,則應按隨附的額外申請表格所示填妥及簽署表格,並於二零一七年十一月三日(星期五)下午四時正前(或如於惡劣天氣情況下,於下文「惡劣天氣對最後接納時限的影響」一節所述的較後時間或日期)將該表格連同就所申請額外供股股份於申請時應獨立支付的全數股款送達過戶登記處卓佳登捷時有限公司,地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元支付。支票須由香港持牌銀行的賬戶開出,而銀行本票則須由香港持牌銀行開立,以「只准入抬頭人賬戶」方式劃線開出,並註明抬頭人為「MEGA MEDICAL TECHNOLOGY LIMITED — EAF」。

董事將酌情根據各項申請所申請之額外供股股份數目按比例分配額外供股股份,惟將不會參考以通知書申請之供股股份或合資格股東所持有之股份數目。概無為將碎股補足至完整買賣單位而給予優先處理。

轉讓

閣下如欲轉讓本通知書所述認購 閣下獲暫定配發的供股股份全部權利,必須填妥及簽署轉讓及提名表格(表格乙),並將本暫定配額通知書送交承讓人或據此經手轉讓 閣下權利的人士。其後,承讓人須填妥及簽署登記申請表格(表格丙),並於二零一七年十一月三日(星期五)下午四時正前(或如於惡劣天氣情況下,於下文「惡劣天氣對最後接納時限的影響」一節所述的較後時間或日期)將本通知書連同丙欄所載須於接納時繳足的全部股款送達過戶登記處卓佳登捷時有限公司,地址為香港皇后大道東183號合和中心22樓。敬請注意,轉讓 閣下認購有關供股股份的權利及承讓人接納該等權利時,須繳付香港印花稅。

分拆

倘 閣下僅擬接納部分暫定配額及/或轉讓 閣下據此獲暫定配發供股股份的部分認購權利,或將 閣下據此獲暫定配發供股股份可認購的部分權利轉讓予超過一名人士,則本通知書必須於二零一七年十月二十六日(星期四)下午四時三十分前提交及送達過戶登記處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)以供註銷,而過戶登記處將註銷此原有通知書,並按所需金額發出新通知書,而新發出的通知書將於提交此原有通知書後第二個營業日上午九時正後在過戶登記處可供領取。

碎股

本公司將不會發行供股之零碎配額予股東。所有供股之零碎配額將會向下調整至最接近之整數供股股份,然後彙集並(如在扣除開支後仍有溢價)由本公司於市場上出售,所得款項淨項將撥歸本公司所有。供股股份之任何並無出售之零碎部份將供予合資格股東作額外申請。

終止包銷協議

敬請注意,現有股份已自二零一七年十月九日(星期一)起以除權方式買賣,而供股股份預期將自二零一七年十月二十四日(星期二)起至二零一七年十月三十一日(星期二)止期間(包括首尾兩天)以未繳股款形式買賣。倘包銷商於最後終止時限前終止包銷協議,或供股的條件未能達成或獲豁免(如適用),則供股將不會進行。擬買賣股份或未繳股款的供股股份的任何股東或其他人士,如對其情況有任何疑問,建議諮詢其專業顧問。

供股乃以包銷協議成為無條件且並無按其條款予以終止為條件。包銷協議載有條文,賦予包銷商權利於發生若干事件時 透過向本公司發出書面通知終止包銷協議。倘於最後終止時限前任何時間發生以下事件,包銷商可於最後終止時限前隨 時透過向本公司發出書面通知撤銷或終止包銷協議:

- (i) 包銷商全權認為,供股之成功進行將因下列各項而受到重大不利影響:
 - (a) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)出現任何變動或發生任何其他有關事故(不論其性質為何),而任何包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響,或就供股而言屬重大不利;或

- (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與上述任何一項屬同一類別)之事件或情況出現變動(無論是否在包銷協議日期之前及/或之後所發生或持續發生之一連串事件或變動之其中一部份),或任何地方、國家或國際間出現敵對形勢或武裝衝突或局勢惡化,或發生可影響本地證券市場之事件,而任何包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響,或令供股之成功進行受到重大不利影響,或基於其他理由導致不適宜或不應進行供股;或
- (ii) 市況出現任何不利變動(包括但不限於金融或貨幣政策或外匯或貨幣市場之任何變動、證券買賣被暫停或受到重大限制),而包銷商全權認為可能對供股之成功進行構成重大或不利影響,或基於其他理由導致不適宜或不應進行供股;或
- (iii) 本公司或本集團任何成員公司之情況出現任何變動,而包銷商全權認為會令本公司之前景受到不利影響,包括(在不限制上文所述各項一般性原則下)本集團任何成員公司被申請清盤或通過決議案清盤或結業或發生類似事件或本集團任何重大資產被摧毀;或
- (iv) 發生任何不可抗力事件,包括(在不限制其一般性原則下)任何天災、戰爭、暴動、治安不靖、騷亂、火災、水 災、爆炸、疫症、恐怖活動、罷工或停工,而包銷商全權認為對成功供股有重大不利影響或在其他方面導致不適 宜或不應進行供股;或
- (v) 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別);或
- (vi) 任何事件倘於緊接供股章程日期前發生或發現,但並無於供股章程內披露,即構成包銷商全權認為對供股而言屬 重大遺漏者;或
- (vii) 聯交所之證券買賣全面暫停或本公司證券買賣暫停超過連續15個營業日,惟不包括有待批准刊發該公佈或章程文件或有關供股之其他公佈或通函而暫停買賣;或
- (viii) 聯交所因特殊金融情況或其他理由而全面終止、暫停或嚴格限制股份買賣,

包銷商均有權於最後終止時限前向美加醫學發出書面通知終止包銷協議。

倘於最後終止時限前發生以下情況,包銷商亦將有權藉發出書面通知取消包銷協議:

- (i) 包銷商得知包銷協議所載任何陳述、保證或承諾遭到任何重大違反;或
- (ii) 包銷商得知發生任何特定事件。

上述任何通知須於最後終止時限前由包銷商提出。

有關買賣股份及未繳股款供股股份的風險於供股章程「買賣股份及供股股份之風險警告」一節披露。倘於最後終止時限或本公司與包銷商可能書面協定之其他時間及/或日期前未能達成全部條件,則包銷協議將予終止,且不再生效,而除與 先前違反包銷協議有關者外,任何一方均不可就成本、損害賠償、補償或其他事宜向另一方提出申索。

倘包銷商行使有關權利,則包銷協議將不會成為無條件,而供股將不會進行。倘包銷商終止包銷協議,將另行刊發公告。

有關終止包銷協議條款的詳情亦載於供股章程。

支票或銀行本票

所有支票或銀行本票將於收訖後隨即過戶,而就有關股款所賺取之利息(如有)將全部撥歸本公司所有。填妥本通知書並連同支票或銀行本票一併交回,即表示該人士保證支票或銀行本票將於首次過戶時可兑現。在不損害本公司其他有關權利之情況下,本公司保留權利拒絕受理任何隨附支票或銀行本票於首次過戶時未能兑現的有關通知書,而在此情況下,有關暫定配額及其項下一切有關權利將被視作已遭放棄而將予取消。

股票

待供股發行的條件獲達成後,預期過戶登記處將於二零一七年十一月十四日(星期二)或之前以平郵將繳足股款供股股份的股票寄交 閣下,郵誤風險概由 閣下自行承擔。

閣下將就所有獲發的供股股份收取一張股票。

惡劣天氣對最後接納時限的影響

倘於下列情況下懸掛八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號,則最後接納時限將不會於二零一七年十一月 三日(星期五)下午四時正生效:

- 1. 於最後接納時限香港本地時間中午十二時正前生效而於中午十二時正後除下。最後接納時限屆時將不會於下午四時正生效,惟將延至同一營業日下午五時正;或
- 2. 於最後接納時限香港本地時間中午十二時正至下午四時正期間生效。最後接納時限屆時將不會生效,惟將重訂為 於上午九時正至下午四時正期間任何時間上述警告並無生效之下一個營業日下午四時正。

一般事項

填妥及交回本通知書,即表示 閣下向本公司保證及聲明, 閣下已經或將會妥為遵守所有相關司法權區內與本通知書及其任何接納有關的一切登記、法律及規管要求。為免生疑問,香港結算或香港中央結算(代理人)有限公司將概不作出上述保證及聲明,或受任何上述保證及聲明規限。

遞交本通知書及(在有關情況下)擬由獲發本通知書的人士簽署的轉讓及提名表格(表格乙),將為最終擁有權的證明,顯示遞交有關文件的人士有權處理有關文件及接收經分拆的通知書及/或供股股份的股票。

本通知書及接納其所載認購要約受香港法例規管,並按此詮釋。

載有供股詳情的供股章程可於二零一七年十月二十日(星期五)至二零一七年十一月三日(星期五)期間的一般營業時間內 向過戶登記處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)索取。

收集個人資料 一 通知書

填妥、簽署及交回本通知書及/或隨附之表格,即表示 閣下同意向本公司、過戶登記處及/或彼等各自之顧問及代理披露個人資料及彼等所需有關 閣下或 閣下為其利益而接納暫定配發供股股份之人士之任何資料。《個人資料(私隱)條例》賦予證券持有人權利,可確定本公司或過戶登記處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據《個人資料(私隱)條例》,本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之訊息之所有要求,應寄至本公司之總辦事處及香港主要營業地點(香港中環金融街8號國際金融中心二期20樓2016A室)或根據適用法例不時通知之地址,交予本公司的公司秘書;或(視情況而定)寄至過戶登記處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓),交予私隱條例事務主任。

此 致 *列位合資格股東* 台照

> 承董事會命 美加醫學科技有限公司 主席 羅軍 謹啟