

微创医疗科学有限公司
MICROPORT SCIENTIFIC CORPORATION
(于开曼群岛注册成立的有限公司)
(「本公司」)

有关雇员进行证券交易的书面指引

(本公司依据于 2010 年 10 月 25 日通过的董事会议决采纳)

1. 基本原则

- 1.1 本书面指引（基本原则及规则）刊载有关雇员于买卖本公司的证券时用以衡量其本身操守的所需标准。有关雇员须尽量保证，其拥有或被视为拥有权益的所有交易均按本书面指引进行。
- 1.2 本书面指引乃根据《上市规则》附录十所载列的「上市发行人董事进行证券交易的标准守则」经必须的修订而编写。任何违反本书面指引将被视作违反《上市规则》。
- 1.3 欲买卖本公司证券的有关雇员应先注意《证券及期货条例》第XIII 及XIV 部所载有关内幕交易及市场不当行为的条文。然而，在若干情况下，即使有关雇员并无触犯法定条文，他们仍不可随意买卖本公司的证券。
- 1.4 本书面指引最重要的作用，在于规定：凡有关雇员知悉、或参与收购或出售事项（《上市规则》界定为须予公布的交易、或关联交易，或涉及任何股价敏感资料者）的任何洽谈或协议，该有关雇员必须自其开始知悉或参与该等事项起，直至有关资料已根据《上市规则》作出适当披露为止，禁止买卖本公司的证券。参与该等洽谈或协议、又或知悉任何股价敏感资料的有关雇员应提醒并无参与该等事项的其他有关雇员，倘有未公布的股价敏感资料，他们亦不得在同一期间买卖本公司的证券。
- 1.5 此外，如未经许可，有关雇员不得向共同受托人或任何其他人士（即使是该等有关雇员须向其履行受信责任的人士）披露机密资料、或利用该等资料为其本人或其他人士谋取利益。

2. 释义

2.1 就本书面指引而言：

- (a) 「**联系人**」具有《上市规则》赋予该词的涵义；
- (b) 「**受益人**」包括任何全权信托的全权对象（而有关雇员是知悉有关安排），以及任何非全权信托的受益人；
- (c) 「**董事会**」指本公司的董事会；
- (d) 「**本公司**」指微创医疗科学有限公司；
- (e) 除下列(m) 段所载的情况外，「**交易**」或「**买卖**」包括：不论是否涉及代价，任何购入、出售或转让本公司的证券、或任何实体（其唯一或大部分资产均是本公司证券）的证券、或提供或同意购入、出售或转让该等证券、或以该等证券作出抵押或押记、或就该等证券产生任何其他证券权益，以及有条件或无条件授予、接受、收购、出售、转让、行使或履行现在或将来的任何期权（不论是认购或认沽或两者兼备的期权）或其他权利或责任，以收购、出售或转让本公司或上述实体的证券或该等证券的任何证券权益；而动词「交易」或「买卖」亦应作相应解释；
- (f) 「**指定董事**」指由董事会不时为本书面指引 3.2.1 项所述目的而指定的董事；
- (g) 「**董事**」指本公司的董事；
- (h) 「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》；
- (i) 「**有关雇员**」指本公司任何因其职务或雇员关系而可能会拥有关于本公司或其证券的未公开股价敏感资料的雇员，又或本公司附属公司或母公司的此等董事或雇员；
- (j) 「**证券**」指上市证券、可转换或交换成上市证券的非上市证券，以及以本公司的上市证券为基础所发行的结构性产品（包括衍生权证）；
- (k) 「**《证券及期货条例》**」指当其时有效的《证券及期货条例》（香港法例第 571 章）及其任何修订及重新制定法例；

- (l) 「《收购守则》」指证券及期货事务监察委员会核准（不时予以修订）的《公司收购及合并守则》；
- (m) 尽管上述(e) 段对「交易」或「买卖」已有所界定，下列「交易」或「买卖」并不受本书面指引所规限：
- (i) 在供股、红股发行、资本化发行或本公司向其证券持有人提供的要约（包括以股份取代现金派息的要约）中认购或接受有关的权利；但为免产生疑问，申请供股中的超额股份或在公开发售股份申请超额配发的股份则被视作为「交易」或「买卖」；
 - (ii) 在供股或本公司向其证券持有人提供的其他要约（包括以股份取代现金派息的要约）中放弃认购或放弃接受有关的权利；
 - (iii) 接受或承诺接受收购要约人向股东（与收购者「被视为一致行动」人士（定义见《收购守则》）的股东除外）提出全面收购本公司的股份；
 - (iv) 以预定价行使股份期权或权证，或根据与本公司订定的协议去接纳有关出售股份要约，而该协议的订定日期，是在本书面指引禁止进行买卖期之前所签订的；而预定价是在授予股份期权或权证或接纳股份要约时所订的固定金额；
 - (v) 购入资格股，而又符合以下条件：根据本公司的组织章程文件，购入该等资格股的最后日期是在本书面指引所载的禁止进行买卖期之内，而该等股份又不能在另一时间购入；
 - (vi) 本公司有关证券的实益权益无变的交易；
 - (vii) 股东以「先旧后新」方式配售其持有的旧股，而其根据不可撤销及具约束力的责任认购的新股股数相等于其配售的旧股股数，认购价扣除开支后亦相等于旧股的配售价；及
 - (viii) 涉及第三者依照法律的操作去转移实益拥有权的交易。

2.2 就书面指引而言，如果有关雇员获授予期权／选择权去认购或购买本公司的证券，而于授予期权／选择权之时已订下有关期权／选择权的行使价格，则授予有关雇员有关期权／选择权将被视为该有关雇员进行交易。然而，若按授予有关雇员期权／选择权的有关条款，在行使该期权／选择权时方决定行使价格，则于行使有关期权／选择权时方被视为进行交易。

3. 规则

3.1 绝对禁止

3.1.1 无论何时，有关雇员如拥有与本公司证券有关的未经公布的股价敏感资料，或尚未办妥书面指引3.2.1项所载进行交易的所需手续，均不得买卖本公司的任何证券。

附注： 「股价敏感资料」指《上市规则》第 13.09(1) 条及其附注所指的资料。就书面指引而言，《上市规则》第 13.09(1)I 条及其附注9、10 及11 尤其重要。

3.1.2 如有关雇员以其作为另一上市发行人雇员的身份拥有与本公司证券有关的未经公布的股价敏感资料，均不得买卖任何该等证券。

3.1.3 (a) 在本公司刊发财务业绩当天及以下期间，有关雇员不得买卖本公司的任何证券：

(i) 年度业绩刊发日期之前60日内，或有关财政年度结束之日起至业绩刊发之日止期间（以较短者为准）；及

(ii) 刊发季度业绩（如有）及半年度业绩日期之前30日内，或有关季度或半年度期间结束之日起至业绩刊发之日止期间（以较短者为准），

但如情况特殊（如应付下述3.3部所指的紧急财务承担）则除外。在任何情况下，有关雇员均须遵守书面指引3.2.1及3.2.2项所规定的程序。

(b) 本公司必须在每次有关雇员因为书面指引3.1.3(a)项的规定而不得买卖本公司证券的期间开始前，预先通知香港联合交易所有限公司。

附注： 有关雇员须注意，根据书面指引3.1.3项所规定禁止有关雇员买卖本公司证券的期间，将包括本公司延迟公布业绩的期间。

- 3.1.4 若有关雇员是唯一受托人，本书面指引将适用于有关信托进行的所有交易，如同该有关雇员是为其本人进行交易（但若有关雇员是「被动受托人」（bare trustee），而其或其联系人士均不是有关信托的受益人，则本书面指引并不适用）。
- 3.1.5 若有关雇员以共同受托人的身份买卖本公司的证券，但没有参与或影响进行该项证券交易的决策过程，而该有关雇员本身及其所有联系人亦非有关信托的受益人，则有关信托进行的交易，将不会被视作该有关雇员的交易。
- 3.1.6 本书面指引对有关雇员进行买卖的限制，同样适用于有关雇员的配偶或任何未成年子女（亲生或收养）、或代该等子女所进行的交易，以及任何其他就《证券及期货条例》第XV部而言，该有关雇员在其中拥有或被视作拥有权益的交易。因此，有关雇员有责任于其本身未能随意买卖时，尽量设法避免上述人士进行任何上述买卖。
- 3.1.7 倘有关雇员将包含本公司证券的投资基金交予专业管理机构管理，不论基金经理是否已授予全权决定权，该基金经理买卖该有关雇员本公司的证券时，必须受与有关雇员同等的限制及遵循同等的程序。

3.2 通知

- 3.2.1 有关雇员于未书面通知主席或指定董事及接获注明日期的确认书之前，均不得买卖本公司的任何证券。在每种情况下，
- (a) 须于有关雇员要求批准买卖有关证券后五个营业日内回复有关雇员；及
 - (b) 按上文(a)项获准买卖证券的有效期，不得超过接获批准后五个营业日。

附注：为释疑起见，谨此说明：如获准买卖证券之后出现股价敏感资料，本书面指引3.1.1项的限制适用。

- 3.2.2 本公司内部制订的程序，最低限度须规定本公司需保存书面记录，证明已根据本书面指引3.2.1项规定发出适当的通知并已获确认，而有关雇员亦已就该事宜收到书面确认。
- 3.2.3 本公司的任何有关雇员如担任一项信托的受托人，必须确保其共同受托人知悉其受聘为雇员的任何公司，以使共同受托人可预计可能出现的困难。投资受托管理基金的有关雇员，亦同样须向投资经理说明情况。

- 3.2.4 任何有关雇员，如为一项买卖本公司证券的信托之受益人（而非受托人），必须尽量确保其于有关受托人代表该项信托买卖该等证券之后接获通知，以使该有关雇员可随即通知本公司。就此而言，该有关雇员须确保受托人知悉本公司为其受聘的公司。
- 3.2.5 根据本书面指引3.2.2项规定须予存备的登记册，应在每次董事会会议上可供查阅。
- 3.2.6 董事须以董事会及个人身份，尽量确保本公司的任何雇员、或附属公司的任何董事或雇员，不会利用他们因在本公司或该附属公司的职务或工作而可能拥有与任何本公司证券有关的未经公布的股价敏感资料，在本书面指引禁止有关雇员买卖证券之期间买卖该等证券。

3.3 特殊情况

- 3.3.1 若有关雇员拟在特殊情况下出售或转让本公司的证券，而有关出售或转让属本书面指引所禁止者，有关雇员除了必须符合本书面指引的其他条文外，亦需遵守本书面指引3.2.1项有关书面通知及确认的条文。在出售或转让该等证券之前，有关雇员必须让董事会主席或指定董事确信情况属特殊，而计划中的出售或转让是该有关雇员唯一可选择的合理行动。此外，本公司亦需在可行的情况下，尽快书面通知香港联合交易所有限公司有关雇员出售或转让证券的交易，并说明其认为情况特殊的理由。于该等出售或转让事项完成后，本公司必须立即按照《上市规则》规定刊登公告披露有关交易，并在公告中说明主席或指定董事确信有关雇员是在特殊情况下出售或转让本公司的证券。有关雇员藉此证券出售或转让去应付一项无法以其他方法解决的紧急财务承担，或会被视为特殊情况的其中一个例子。

3.4 披露

- 3.4.1 就有关雇员进行的证券交易而言，本公司须在中期报告（及中期摘要报告（如有））中及载于年报（及财务摘要报告（如有））内的《企业管治报告》中披露：
- (a) 本公司已采纳一套比《上市规则》附录十所订标准更高的有关雇员进行证券交易的书面指引；
 - (b) 在向所有有关雇员作出特定查询后，确定有关雇员有否遵守本书面指引及《上市规则》附录十所订有关雇员进行证券交易的标准；及
 - (c) 如有不遵守本书面指引所订标准的情况，说明有关不遵守的详情，并阐释本公司就此采取的任何补救步骤。

微创医疗科学有限公司
MICROPORT SCIENTIFIC CORPORATION
(Incorporated in the Cayman Islands with limited liability)
(the “Company”)

WRITTEN GUIDELINES FOR SECURITIES TRANSACTIONS
BY THE RELEVANT EMPLOYEES

(Adopted by the Company pursuant to the board resolution passed on 25 October 2010)

1. BASIC PRINCIPLES

- 1.1 These Written Guidelines (both the basic principles and the rules) sets a required standard against which the Relevant Employees of the Company must measure their conduct regarding transactions in the Company’s securities. A Relevant Employee must seek to secure that all dealings in which he is or is deemed to be interested be conducted in accordance with the Written Guidelines.
- 1.2 The Written Guidelines have been prepared in accordance with the “Model Code for Securities Transactions by Directors of Listed Issuers” as set out in Appendix 10 of the Listing Rules, with modifications where necessary. Any breach of the Written Guidelines will be regarded as a breach of the Listing Rules.
- 1.3 The Relevant Employees wishing to deal in any securities of the Company must first have regard to the provisions of Parts XIII and XIV of the SFO with respect to insider dealing and market misconduct. However, there are occasions where the Relevant Employees should not be free to deal in the Company’s securities even though the statutory requirements will not be contravened.
- 1.4 The single most important thrust of the Written Guidelines is that the Relevant Employees who are aware of or privy to any negotiations or agreements related to intended acquisitions or disposals which are notifiable transactions or connected transactions under the Listing Rules or any price-sensitive information must refrain from dealing in the Company’s securities as soon as they become aware of them or privy to them until proper disclosure of the information in accordance with the Listing Rules. The Relevant Employees who are privy to relevant negotiations or agreements or any price-sensitive information should caution those Relevant Employees who are not so privy that there may be unpublished price-sensitive information and that they must not deal in the Company’s securities for a similar period.
- 1.5 In addition, a Relevant Employee must not make any unauthorized disclosure of confidential information, whether to co-trustees or to any other person (even those to whom he owes a fiduciary duty) or make any use of such information for the advantage of himself or others.

2. DEFINITIONS

2.1 For the purpose of the Written Guidelines:

- (a) “**associate(s)**” has the meanings ascribed to it in the Listing Rules;
- (b) “**beneficiary**” includes any discretionary object of a discretionary trust (where the Relevant Employee is aware of the arrangement) and any beneficiary of a non-discretionary trust;
- (c) “**Board**” means the board of Directors of the Company;
- (d) “**Company**” means MicroPort Scientific Corporation;
- (e) “**dealing**” includes, subject to paragraph (m) below, any acquisition, disposal or transfer of, or offer to acquire, dispose of or transfer, or creation of pledge, charge or any other security interest in, any securities of the Company or any entity whose assets solely or substantially comprise securities of the Company, and the grant, acceptance, acquisition, disposal, transfer, exercise or discharge of any option (whether call, put or both) or other right or obligation, present or future, conditional or unconditional, to acquire, dispose of or transfer securities, or any interest in securities, of the Company or any such entity, in each case whether or not for consideration and any agreements to do any of the foregoing, and “deal” shall be construed accordingly;
- (f) “**Designated Director**” means the Director designated by the Board from time to time for the specific purpose as described in rule 3.2.1 of the Written Guidelines;
- (g) “**Director(s)**” means director(s) of the Company;
- (h) “**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
- (i) “**Relevant Employee(s)**” means any employee of the Company or a director or employee of a subsidiary or holding company of the Company who, because of such office or employment, is likely to be in possession of unpublished price sensitive information in relation to the Company or its securities;
- (j) “**securities**” means listed securities and any unlisted securities that are convertible or exchangeable into listed securities and structured products (including derivative warrants) issued in respect of the listed securities of the Company;

- (k) “**SFO**” means Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong and any amendments thereof and re-enactments thereof for the time being in force;
- (l) “**Takeovers Code**” means The Code on Takeovers and Mergers approved by the Securities and Futures Commission as amended from time to time;
- (m) notwithstanding the definition of “dealing” in paragraph (e) above, the following dealings are not subject to the provisions of the Written Guidelines:
- (i) taking up of entitlements under a rights issue, bonus issue, capitalization issue or other offer made by the Company to holders of its securities (including an offer of shares in lieu of a cash dividend) but, for the avoidance of doubt, applying for excess shares in a rights issue or applying for shares in excess of an assured allotment in an open offer is a “dealing”;
 - (ii) allowing entitlements to lapse under a rights issue or other offer made by the Company to holders of its securities (including an offer of shares in lieu of a cash dividend);
 - (iii) undertakings to accept, or the acceptance of, a general offer for shares in the Company made to shareholders other than those that are concert parties (as defined under the Takeovers Code) of the offeror;
 - (iv) exercise of share options or warrants or acceptance of an offer for shares pursuant to an agreement entered into with the Company before a period during which dealing is prohibited under the Written Guidelines at the pre-determined exercise price, being a fixed monetary amount determined at the time of grant of the share option or warrant or acceptance of an offer for shares;
 - (v) an acquisition of qualification shares where, under the Company’s constitutional documents, the final date for acquiring such shares falls within a period when dealing is prohibited under the Written Guidelines and such shares cannot be acquired at another time;
 - (vi) dealing where the beneficial interest or interests in the relevant security of the Company do not change;
 - (vii) dealing where a shareholder places out his existing shares in a “top-up” placing where the number of new shares subscribed by him pursuant to an irrevocable, binding obligation equals the number of existing shares placed out and the subscription price (after expenses) is the same as the price at which the existing shares were placed out; and

(viii) dealing where the beneficial ownership is transferred from another party by operation of law.

2.2 For the purpose of the Written Guidelines, the grant to a Relevant Employee of an option to subscribe or purchase the Company's securities shall be regarded as a dealing by him, if the price at which such option may be exercised is fixed at the time of such grant. If, however, an option is granted to a Relevant Employee on terms whereby the price at which such option may be exercised is to be fixed at the time of exercise, the dealing is to be regarded as taking place at the time of exercise.

3. RULES

3.1 Absolute prohibitions

3.1.1 A Relevant Employee must not deal in any of the securities of the Company at any time when he is in possession of unpublished price-sensitive information in relation to those securities, or where clearance to deal is not otherwise conferred upon him under rule 3.2.1 of the Written Guidelines.

Note: "Price sensitive information" means information described in the Listing Rule 13.09(1) and the notes thereunder. In the context of the Written Guidelines, the Listing Rule 13.09(1)(I) and its notes 9, 10 and 11 are of particular relevance.

3.1.2 A Relevant Employee must not deal in the securities of the Company when by virtue of his position as an employee of another listed issuer, he is in possession of unpublished price-sensitive information in relation to those securities.

3.1.3 (a) A Relevant Employee must not deal in any securities of the Company on any day on which its financial results are published and:

(i) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and

(ii) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results,

unless the circumstances are exceptional, for example, where a pressing financial commitment has to be met as described in section 3.3 below. In any event, the Relevant Employee must comply with the procedure in rules 3.2.1 and 3.2.2 of the Written Guidelines.

- (b) The Company must notify The Stock Exchange of Hong Kong Limited in advance of the commencement of each period during which the Relevant Employees are not allowed to deal under rule 3.1.3(a) of the Written Guidelines.

Note: The Relevant Employees should note that the period during which they are not allowed to deal under rule 3.1.3 of the Written Guidelines will cover any period of delay in the publication of a results announcement.

- 3.1.4 Where a Relevant Employee is a sole trustee, the provisions of the Written Guidelines will apply to all dealings of the trust as if he were dealing on his own account (unless such Relevant Employee is a bare trustee and neither he nor any of his associates is a beneficiary of the trust, in which case the provisions of the Written Guidelines will not apply).
- 3.1.5 Where a Relevant Employee deals in the securities of the Company in his capacity as a co-trustee and he has not participated in or influenced the decision to deal in the securities and is not, and none of his associates is, a beneficiary of the trust, dealings by the trust will not be regarded as his dealings.
- 3.1.6 The restrictions on dealings by a Relevant Employee contained in the Written Guidelines will be regarded as equally applicable to any dealings by such Relevant Employee's spouse or by or on behalf of any minor child (natural or adopted) and any other dealings in which for the purposes of Part XV of the SFO he is or is to be treated as interested. It is the duty of the Relevant Employee, therefore, to seek to avoid any such dealing at a time when he himself is not free to deal.
- 3.1.7 When a Relevant Employee places investment funds comprising securities of the Company under professional management, discretionary or otherwise, the managers must nonetheless be made subject to the same restrictions and procedures as the Relevant Employee himself in respect of any proposed dealings in the Company's securities.

3.2 Notification

- 3.2.1 A Relevant Employee must not deal in any securities of the Company without first notifying in writing the Chairman or the Designated Director and receiving a dated written acknowledgement. In each case,
 - (a) a response to a request for clearance to deal must be given to the Relevant Employee within five business days of the request being made; and
 - (b) the clearance to deal in accordance with (a) above must be valid for no longer than five business days of clearance being received.

Note: For the avoidance of doubt, the restriction under 3.1.1 of the Written Guidelines applies in the event that price sensitive information develops following the grant of clearance.

- 3.2.2 The procedure established within the Company must, as a minimum, provide for there to be a written record maintained by the Company that the appropriate notification was given and acknowledged pursuant to rule 3.2.1 of the Written Guidelines, and for the Relevant Employee concerned to have received written confirmation to that effect.
- 3.2.3 Any Relevant Employee of the Company who acts as trustee of a trust must ensure that his co-trustees are aware of the identity of any company of which he is a Relevant Employee so as to enable them to anticipate possible difficulties. A Relevant Employee having funds under management must likewise advise the investment manager.
- 3.2.4 Any Relevant Employee who is a beneficiary, but not a trustee, of a trust which deals in securities of the Company must endeavour to ensure that the trustees notify him after they have dealt in such securities on behalf of the trust, in order that he in turn may notify the Company. For this purpose, he must ensure that the trustees are aware of the companies of which he is a Relevant Employee.
- 3.2.5 The written records maintained in accordance with rule 3.2.2 of the Written Guidelines should be made available for inspection at every meeting of the Board.
- 3.2.6 The Directors must as a Board and individually endeavour to ensure that any employee of the Company or director or employee of a subsidiary company who, because of his office or employment in the Company or a subsidiary, is likely to be in possession of unpublished price-sensitive information in relation to the Company's securities shall not deal in the Company's securities at a time when he would be prohibited from dealing by the Written Guidelines if he is a Relevant Employee.

3.3 Exceptional circumstances

- 3.3.1 If a Relevant Employee proposes to sell or otherwise dispose of securities of the Company under exceptional circumstances where the sale or disposal is otherwise prohibited under the Written Guidelines, the Relevant Employee must, in addition to complying with the other provisions of the Written Guidelines, comply with the provisions of Rule 3.2.1 of the Written Guidelines regarding prior written notice and acknowledgement. The Relevant Employee must satisfy the Chairman or the Designated Director that the circumstances are exceptional and the proposed sale or disposal is the only reasonable course of action available to the Relevant Employee before the Relevant Employee can sell or dispose of the securities. The Company shall give written notice of such sale or disposal to The Stock Exchange of Hong Kong Limited as soon as practicable stating why it considered the circumstances to be exceptional. The Company shall publish an announcement in accordance with the Listing Rules immediately after any such sale or disposal and state that the Chairman

or the Designated Director is satisfied that there were exceptional circumstances for such sale or disposal of securities by the Relevant Employee. An example of the type of circumstances which may be considered exceptional for such purposes would be a pressing financial commitment on the part of the Relevant Employee that cannot otherwise be satisfied.

3.4 Disclosure

- 3.4.1 In relation to securities transactions by the Relevant Employees, the Company shall disclose in its interim reports (and summary interim reports, if any) and the Corporate Governance Report contained in its annual reports (and summary financial reports, if any):
- (a) that the Company has adopted the Written Guidelines on terms no less exacting than the required standard set out in Appendix 10 of the Listing Rules;
 - (b) having made specific enquiry of all Relevant Employees, whether they have complied with, or whether there has been any non-compliance with, the required standard set out in Appendix 10 of the Listing Rules of the Listing Rules and the Written Guidelines; and
 - (c) in the event of any non-compliance with the required standard set out in the Written Guidelines, details of such non-compliance and an explanation of the remedial steps taken by the Company to address such non-compliance.