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**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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If you are in any doubt as to any aspect of this circular 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 shares in Shanghai MicroPort MedBot (Group) Co., Ltd., you should at once hand this circular, together with the accompanying proxy forms, to the purchaser or transferee or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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**Shanghai MicroPort MedBot (Group) Co., Ltd.**

**上海微创医疗机器人(集团)股份有限公司**

*(a joint stock company incorporated in the People's Republic of China with limited liability)*

**(Stock Code: 2252)**

- (I) PROPOSED ADOPTION OF H SHARE AWARD SCHEME;  
(II) PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION;  
(III) GENERAL MANDATE TO ISSUE ADDITIONAL SHARES;  
AND  
(IV) NOTICE OF 2022 FIRST EXTRAORDINARY GENERAL MEETING**

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Capitalised terms used on this cover shall have the same meanings as those defined in the section headed "Definitions" in this circular, unless the context requires otherwise.

A letter from the Board is set out on pages 4 to 11 of this circular. A notice convening the EGM to be held at 1601 Zhangdong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai, PRC on Thursday, 10 February 2022 at 2:00 p.m. is set out on pages EGM-1 to EGM-3 of this circular. A proxy form for use at the EGM is also enclosed in this circular. Such proxy form for use at the EGM is also published on the websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and the Company ([www.medbotsurgical.cn](http://www.medbotsurgical.cn)).

Shareholders who intend to appoint a proxy to attend the EGM shall complete and return the enclosed proxy form in accordance with the instructions printed thereon not less than 24 hours before the time fixed for holding the EGM or any adjournment thereof (as the case may be). Completion and return of the proxy form will not preclude Shareholders from attending and voting in person at the EGM or any adjourned meeting thereof if they so wish.

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## DEFINITIONS

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*In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:*

“Adoption Date”	being the date on which the H Share Award Scheme is approved by the Shareholders at the EGM
“Articles of Association”	the articles of association of the Company from time to time
“Award”	an award of H Shares to a Selected Participant determined by the Board
“Awarded Share(s)”	in respect of a Selected Participant, such number of Scheme Shares (or such number of Returned Shares) as determined by the Board and awarded to each of the Selected Participant(s) for the purpose of the Award
“Board”	the board of Directors
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities
“Committee”	the remuneration committee of the Company
“Company”	Shanghai Microport Medbot (Group) Co., Ltd, a company incorporated in the People’s Republic of China, the H Shares of which are listed on the main board of the Stock Exchange (Stock Code: 2252)
“CSRC”	China Securities Regulatory Commission
“Director(s)”	director(s) of the Company
“Domestic Shares”	ordinary Shares in the share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and paid for in RMB
“EGM”	the 2022 first extraordinary general meeting of the Company to be convened and held at 1601 Zhangdong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai, PRC on Thursday, 10 February 2022
“Eligible Participant”	any individual, being an employee, a director, a consultant or an advisor of any member of the Group who the Board considers, in its sole discretion, to have contributed to the Group

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## DEFINITIONS

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“Excluded Participant”	any Eligible Participant who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of the Awarded Shares or the proceeds from sale of such Awarded Shares pursuant to the Scheme Rules is not permitted under the laws and regulations of such place or where in the view of the Board or the Committee or the Trustee (as the case may be), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such Eligible Participant
“General Mandate”	a general mandate to be granted to the Board for exercising of the power of the Company to issue Domestic Shares and H Shares not exceeding 20% of each of the total number of Domestic Shares and H Shares, respectively, in issue on the date of passing the related resolution, subject to the conditions set out in the resolution proposed at the EGM for approving the general mandate
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“H Share(s)”	the overseas listed foreign share(s) in the ordinary share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and traded in Hong Kong dollars and listed on the main board of the Stock Exchange and such Domestic Shares converted into H Shares upon the Domestic Shares been approved for full circulation under the full circulation scheme
“H Share Award Scheme”	H Share award scheme proposed to be adopted by the Company whereby Award(s) may be made to Eligible Participants pursuant to the Trust Deed and the Scheme Rules
“Latest Practicable Date”	17 January 2022, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Nominee”	any party, entity or individual named by the Selected Participant to hold the Award Shares on his behalf
“PRC”	the People’s Republic of China, for the purpose of this circular, shall not include Hong Kong, Macau Special Administrative Region and Taiwan
“Proposed Amendment”	has the meaning as ascribed to it under the section headed “Proposed Amendment to the Articles of Association” of this circular

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## DEFINITIONS

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“Reference Amount”	the amount paid by the Company from its resources to the Trustee to be held on trust for the purchase or subscription of the Scheme Shares to be awarded to the Selected Participant(s)
“Returned Shares”	income in the form of H Shares that the Selected Participants have no entitlement pursuant to the Scheme, such Awarded Shares which are not vested and/or forfeited in accordance with the terms of the Scheme, or such other H Shares being deemed to be Returned Shares in accordance with the terms of the Scheme
“Residual Cash”	being cash remaining in the trust fund of the Trust
“Selected Participant(s)”	Eligible Participants selected by the Board to participate in the H Share Award Scheme
“Shareholder(s)”	holder(s) of the Shares
“Share(s)”	ordinary share(s) of the Company, comprising Domestic Shares and H Shares
“Scheme Shares”	the H Shares purchased or subscribed by the Trustee that have not been allocated by the Trustee as Awarded Shares, and the Returned Shares
“Scheme Rules”	the rules governing H Share Award Scheme
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed thereto under the Listing Rules
“Trust”	the trust constituted by the Trust Deed to service the H Share Award Scheme
“Trust Deed”	the trust deed to be entered into between the Company and the Trustee (as may be restated, supplemented and amended from time to time)
“Trustee”	the original trustee and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed
“Vesting Date”	the date on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) in the relevant Selected Participant
“%”	per cent



**Shanghai MicroPort MedBot (Group) Co., Ltd.**

**上海微创医疗机器人(集团)股份有限公司**

*(a joint stock company incorporated in the People's Republic of China with limited liability)*

**(Stock Code: 2252)**

*Executive Directors:*

Dr. He Chao

*Non-executive Directors:*

Mr. Sun Hongbin

Mr. Sun Xin

Mr. Chen Chen

*Independent Non-executive Directors:*

Ms. Lee Kit Ying

Dr. Li Minghua

Mr. Yao Haisong

*Registered office, headquarters and  
principal place of business in the PRC:*

Room 101, Area B, Building 1

1601 Zhangdong Road

China (Shanghai) Pilot Free Trade Zone

Shanghai

PRC

*Principal place of business in Hong Kong:*

Level 54, Hopewell Centre

183 Queen's Road East

Hong Kong

20 January 2022

*To the Shareholders*

Dear Sir/Madam,

**(I) PROPOSED ADOPTION OF H SHARE AWARD SCHEME;  
(II) PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION;  
(III) GENERAL MANDATE TO ISSUE ADDITIONAL SHARES;  
AND  
(IV) NOTICE OF 2022 FIRST EXTRAORDINARY GENERAL MEETING**

**INTRODUCTION**

Reference is made to the announcements of the Company dated 23 December 2021 and 20 January 2022 in relation to the proposed adoption of H Share Award Scheme, the Proposed Amendment and the General Mandate. The purpose of this circular is to provide you with, among others, (i) further information in relation to the proposed adoption of H Share Award Scheme; (ii) further information in relation to the Proposed Amendment; (iii) further information in relation to the General Mandate; and (iv) a notice convening the EGM.

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## LETTER FROM THE BOARD

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### **H SHARE AWARD SCHEME**

The Board has resolved at a meeting of the Board held on 21 December 2021 to propose the adoption of H Share Award Scheme. H Share Award Scheme is subject to the approval by the Shareholders pursuant to Article 62 of the Articles of Association. The principal terms of H Share Award Scheme are set out below:

#### **Purpose and Objectives of H Share Award Scheme**

H Share Award Scheme is a share award and trust scheme established by the Company to award Selected Participants and the objectives of H Share Award Scheme are: (i) to recognize the contributions by certain Eligible Participants and to provide them with incentives in order to retain them for the continual operation and development of the Group; and (ii) to attract suitable personnel for further development of the Group.

#### **Duration, Alteration or Termination of H Share Award Scheme**

##### *Duration*

Subject to any early termination or extension as may be determined by the Board according to H Share Award Scheme, H Share Award Scheme shall be valid and effective for a term of 10 years commencing on the Adoption Date.

##### *Alteration*

H Share Award Scheme may be altered in any respect by a resolution of the Board provided that no such alteration shall operate to affect adversely any subsisting rights of any Selected Participant.

##### *Termination*

Unless otherwise extended, H Share Award Scheme shall terminate on the earlier of: (i) the 10th anniversary date of the Adoption Date; and (ii) such date of early termination as determined by the Board provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.

#### **Administration**

H Share Award Scheme shall be subject to the administration of the Board, the Committee and the Trustee in accordance with the Scheme Rules and the Trust Deed.

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## LETTER FROM THE BOARD

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### **Operation of H Share Award Scheme**

The Board shall determine the number of H Shares to be purchased or subscribed as Scheme Shares, and pay the Reference Amount from the Company's resources to the Trustee to be held on trust for the purchase or subscription of the Scheme Shares. After receiving the Reference Amount and the written instruction from the Company, the Trustee shall apply the same towards the purchase of the maximum number of board lots of H Shares at the prevailing market price. Any balance of the Reference Amount shall be returned by the Trustee to the Company forthwith after completion of the purchase upon written instruction from the Company.

In the event that the Board shall at any time considers it appropriate for the Trustee to subscribe for new H Shares by utilizing the Reference Amount or the Residual Cash, the Board shall instruct the Trustee in writing to, and the Trustee shall after receipt of such instruction, apply to the Company for the allotment and issuance of the appropriate number of new H Shares at par or at such other subscription price as instructed by the Board.

Subject to compliance with the Listing Rules, the Articles of Association, the relevant PRC law and regulations, the allotment and issuance of the new H Shares to the Trustee under H Share Award Scheme may be made under the general mandate or specific mandate granted by the Shareholders, provided that the total number of H Shares to be allotted and issued to the Trustee under H Share Award Scheme shall not exceed the limit specified in the Scheme Rules and any allotment and issuance of the Awarded Shares by the Company to the Trustee shall only be made after the CSRC has granted approval for the issuing of new H Shares and the Listing Committee of the Stock Exchange has granted the listing of and permission to deal in such H Shares.

The Board may, from time to time, at its absolute discretion select any Eligible Participant (other than any Excluded Participant) for participation in H Share Award Scheme as a Selected Participant and determine the Awarded Shares for them. Participation in H Share Award Scheme is limited to Selected Participants only. The Board is entitled to impose any conditions (including a period of continued service within the Group), as it deems appropriate in its absolute discretion with respect to the entitlement of the Selected Participant to the Awarded Shares.

### **Vesting and Lapse**

When the Selected Participant has satisfied all vesting conditions specified by the Board at the time of making the Award and become entitled to the H Shares forming the subject of the Award, the Trustee shall transfer the relevant Awarded Shares to the Selected Participant(s) or his Nominee(s) or as requested by the Selected Participant(s) or his Nominee(s) to sell the relevant Awarded Shares on the market and transfer the proceeds to him in lieu of transfer of the Awarded Shares to, and registration of, the relevant Selected Participant or his Nominee as the holder thereof. The Vesting Date shall be on any Business Day at the end of March of any year or any other date as may be determined by the Board.



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## LETTER FROM THE BOARD

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An Award lapses when, (i) the relevant Selected Participant ceases to be an employee of the Group; or (ii) the subsidiary of the Company by which a Selected Participant is employed ceases to be a subsidiary of the Company (or of a member of the Group); or (iii) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company), the Award shall automatically lapse forthwith and the Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme.

In the event that prior to or on the Vesting Date, a Selected Participant is found to be an Excluded Participant, the relevant part of an Award made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of H Share Award Scheme.

### **Scheme Limits**

The Board shall not make any further award of Awarded Shares which will result in the number of H Shares awarded by the Board under H Share Award Scheme exceeding 10% of the issued H Shares from time to time.

The maximum number of H Shares which may be awarded to a Selected Participant under H Share Award Scheme shall not exceed 1% of the issued H Shares from time to time, save and except approved by the Shareholders in a general meeting.

### **Restrictions**

No Award shall be made by the Board and no instructions to acquire H Shares shall be given to the Trustee under H Share Award Scheme where any Director is in possession of unpublished inside information in relation to the Group or where dealings by Directors are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time.

### **Interest in the Awarded Shares**

Any Award made under H Share Award Scheme shall be personal to the Selected Participant to whom it is made and shall not be assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Reference Amount or the Awarded Shares referable to him pursuant to such Award.

For the avoidance of doubt, a Selected Participant shall not have any interest or rights (including the right to receive dividends) in the Awarded Shares prior to the Vesting Date; and the Trustee shall not exercise the voting rights in respect of any H Shares held by it under the Trust (if any).

### **LISTING RULES IMPLICATION**

H Share Award Scheme does not constitute a share option scheme or an arrangement similar to a share option scheme as defined and regulated under Chapter 17 of the Listing Rules.

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## LETTER FROM THE BOARD

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### PROPOSED AMENDMENT TO THE ARTICLES OF ASSOCIATION

Pursuant to the law and regulations of the PRC and the actual situation of the Company, the Board proposed to amend Article 50 of the Articles of Association.

The Proposed Amendment comprises amendment to one provision of the Articles of Association, with the contents of other provisions of the Articles of Association remaining unchanged. The details of the Proposed Amendment are as follows:

Article number	Existing article	Amended article
Article 50	<p>No change in registration resulting from share transfer may be entered in the register of members within thirty days prior to the date of a general meeting or within five days before the record date set by the Company for the purpose of distribution of dividends.</p> <p>Where the laws and regulations of the PRC and relevant requirements of the securities regulatory authorities in the place where the Company's shares are listed and the Hong Kong Stock Exchange stipulate the period of closure of the register of members prior to a general meeting or the record date set by the Company for the purpose of distribution of dividends, such provisions shall prevail.</p>	<p><del>No change in registration resulting from share transfer may be entered in the register of members within thirty days prior to the date of a general meeting or within five days before the record date set by the Company for the purpose of distribution of dividends.</del></p> <p>Where the laws and regulations of the PRC <del>and relevant requirements of the securities regulatory authorities in the place where the Company's shares are listed and the Hong Kong Stock Exchange stipulate the period of closure of the register of members,</del> <u>the laws and regulations of the place where the Company's shares are listed and the listing rules of the stock exchange stipulate on occasions when no change of registration of the register of shareholders shall be conducted</u> prior to a general meeting or the record date set by the Company for the purpose of distribution of dividends, such provisions shall prevail.</p>

The Board is of the view that the Proposed Amendment is in the interests of the Company and the Shareholders as a whole.

The Proposed Amendment is subject to the approval of the Shareholders by way of special resolution at the EGM. The Proposed Amendment shall come into effect upon the passing of the relevant special resolution at the EGM. Prior to the passing of the relevant special resolution at the EGM, the prevailing Articles of Association shall remain valid.

The Articles of Association are prepared and written in Chinese without formal English version. As such, any English translation shall be for reference only. In the event of any inconsistency, the Chinese version shall prevail. After the Proposed Amendment comes into effect, the full text of the revised Articles of Association will be published on the websites of the Stock Exchange and the Company.

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## LETTER FROM THE BOARD

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### GENERAL MANDATE TO ISSUE ADDITIONAL SHARES

In order to meet the capital requirements of the Company for its continuous business development, to utilise financing platforms effectively and flexibly and to take advantage of capital market windows in a timely manner, and in accordance with the applicable laws and regulations of the PRC, the Listing Rules and the Articles of Association, the Company proposes to grant the General Mandate to the Board by way of resolution at the EGM to allot, issue or deal with additional Domestic Shares and H Shares not exceeding 20% of each of the total number of Domestic Shares and H Shares, respectively, in issue on the date of passing such resolution. As at the Latest Practicable Date, the issued share capital of the Company comprised 6,599,543 Domestic Shares and 951,994,288 H Shares. Subject to the passing of the resolution related to the granting of the General Mandate and on the basis that no further Shares will be issued before the EGM, the Company will be allowed to issue a maximum of 1,319,908 Domestic Shares and 190,398,857 H Shares in accordance with the General Mandate.

#### (A) Specific plans on the General Mandate:

- (i) Subject to the conditions set out in (ii) below, the Board is hereby authorised to approve, allot, issue, grant and/or otherwise deal with Shares (Domestic Shares and/or H Shares), securities convertible into Shares, and options, warrants to subscribe for or convertible into Shares or other securities with rights to subscribe for or convert into Shares, separately or at the same time during the Relevant Period (as defined below).

Notwithstanding the fulfillment of the conditions set out in (ii) below, if the allotment of voting shares will result in a de facto change of control of the Company, the Board shall separately obtain authorisation by way of a special resolution in advance before making such an allotment.

- (ii) The number of Shares (Domestic Shares and/or H Shares), securities convertible into Shares, or options, warrants to subscribe for or convertible into Shares or other securities with rights to subscribe for or convert to Shares (which shall be calculated on the basis of the number of Domestic Shares and/or H Shares that such securities can be converted into/be allotted) proposed to be approved, allotted, issued, granted and/or otherwise dealt with by the Board shall not exceed 20% of each class of Domestic Shares and H Shares, respectively, in issue of the Company as at the date on which this resolution is passed at the EGM.

- (iii) For the purposes of this resolution:

“Relevant Period” means the period from the date on which this special resolution is passed at the EGM until the earliest of: (1) the conclusion of the next annual general meeting of the Company following the date of passing of this resolution; (2) the expiration of twelve months following the date of passing of this resolution; and (3) the date on which the authority granted to the Board under this resolution is revoked or varied by a special resolution of the Shareholders at a general meeting.

- (iv) The Board is hereby authorised to determine the details of the issuance plan, including but not limited to: (1) the class and number of Shares proposed to be issued; (2) the pricing basis and/or the offer price (including the price range); (3) the date of opening and closing of the issuance; (4) the specific use of the proceeds raised; (5) the recommendation, agreement and share options to be made or granted for the exercise of the said power; and (6) other content to be included in the detailed issuance plan as required by the relevant laws and regulations and other regulatory documents, the relevant regulatory authorities and the local stock exchange.

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## LETTER FROM THE BOARD

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- (v) The Board is hereby authorised to implement the issuance plan and deal with the matters related to an increase in the registered capital of the Company so as to reflect the Shares authorised to be issued by the Company under this resolution, and to make such amendments as it deems appropriate and necessary to the provisions related to the issuance of Shares and registered capital in the Articles of Association, and to adopt and complete any other actions and procedures that are necessary for the implementation of the issuance plan and the completion of the increase in the registered capital of the Company.

### **(B) Relevant mandate**

In order to enhance the efficiency of decision-making, reduce internal approval procedures and grasp market opportunities, in respect of the General Mandate to issue Shares, it is proposed to the general meeting to approve the authorisation of the Board and any persons authorised by the Board to deal with the matters in connection with the General Mandate to issue Shares. The specific details of the mandate given to the authorised persons will be separately determined upon the exercise of the General Mandate by the Board under this resolution.

### **EGM AND PROXY ARRANGEMENT**

A notice convening the EGM to be held at 1601 Zhangdong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai, PRC on Thursday, 10 February 2022 at 2:00 p.m. is set out on pages EGM-1 to EGM-3 of this circular. A form of proxy for the EGM for use by the Shareholders is enclosed with this circular. Whether or not you are able to attend the EGM in person, you are requested to complete the form of proxy in accordance with the instructions printed thereon and return it to the Company's H Share registrar, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for holders of H Share) or the Company's registered office at, Room 101, Area B, Building 1, 1601 Zhangdong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai, PRC (for holders of Domestic Share) as soon as possible but in any event not less than 24 hours before the time appointed for the holding of the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the EGM or any adjourned meeting thereof (as the case may be) if they so wish and in such event, the form of proxy shall be deemed to be revoked.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the ordinary resolution in relation to the proposed adoption of H Share Award Scheme and the special resolutions in relation to the Proposed Amendment and the General Mandate.

### **CLOSURE OF REGISTER OF MEMBERS**

For the purpose of determining the holders of H Shares who are entitled to attend and vote at the EGM, the register of members of H Shares has been scheduled to close from Monday, 10 January 2022 to Thursday, 10 February 2022 (both days inclusive), during which period no transfer of H Shares will be registered. In order to be qualified to attend and vote at the EGM, holders of H Shares should have lodge all transfer documents accompanied by the relevant H Share certificates with the Company's H Share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not later than 4:30 p.m. on Friday, 7 January 2022.

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## LETTER FROM THE BOARD

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### VOTING BY POLL

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands. Accordingly, the chairman of the EGM will exercise his power under the Articles of Association to demand a poll in relation to the proposed resolutions at the EGM.

### RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this document is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters, the omission of which would make any statement herein or this document misleading.

### RECOMMENDATION

The Board (including the independent non-executive Directors) considers that the proposed adoption of H Share Award Scheme, the Proposed Amendment and the grant of the General Mandate are in the interests of the Company and the Shareholder as a whole. Accordingly, the Directors recommend the Shareholders to vote in favor of the relevant resolutions in relation to the above matters to be proposed at the EGM.

By order of the Board  
**Shanghai MicroPort MedBot (Group) Co., Ltd.**  
**Mr. Sun Hongbin**  
*Chairman*

*The following is the full text of the Scheme Rules for the purpose of incorporation in this circular. In cas of any discrepancies between the Chinese and English versions of the Scheme Rules, the English version shall prevail.*

## 1 DEFINITIONS AND INTERPRETATION

(A) In these rules of the Scheme, unless the context otherwise requires, the following words and expressions shall have the meaning shown opposite to them below:-

“Adoption Date”	10 February 2022, being the date on which the Scheme is adopted by the shareholders of the Company;
“Articles”	the articles of association of the Company from time to time;
“Award”	an award of H Shares to a Selected Participant determined by the Board pursuant to Paragraph 5;
“Awarded Share(s)”	in respect of a Selected Participant, such number of Scheme Shares (or such number of Returned Shares) as determined by the Board and awarded to each of the Selected Participant(s) for the purpose of the Award;
“Board”	the board of directors of the Company;
“Business Day”	a day (other than Saturday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;
“Committee”	the Remuneration Committee of the Company, from time to time;
“Company”	Microport Medbot (Group) Co., Ltd, a company incorporated in the People’s Republic of China, the H Shares of which are listed on the main board of the Stock Exchange (Stock Code: 2252);
“CSRC”	China Securities Regulatory Commission;
“Eligible Participant”	any individual, being an employee, a director, a consultant or an advisor of any member of the Group who the Board considers, in its sole discretion, to have contributed to the Group;
“Excluded Participant”	any Eligible Participant who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of the Awarded Shares or the proceeds from sale of such Awarded Shares pursuant to the terms of the Scheme is not permitted under the laws and regulations of such place or where in the view of the Board or the Committee or the Trustee (as the case may be), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such Eligible Participant;
“Group”	the Company, its Subsidiaries and such entities which are considered as subsidiaries of the Company under the applicable accounting standard and policy;

“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“H Share(s)”	the overseas listed foreign share(s) in the ordinary share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and traded in Hong Kong dollars and listed on the main board of the Stock Exchange and such domestic shares converted into H Shares upon the domestic shares been approved for full circulation under the full circulation scheme;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Nominee”	any party, entity or individual named by the Selected Participant to hold the Award Shares for his/her behalf;
“Offer Letter”	shall have the meaning as set out in Paragraph 5(E);
“Partial Lapse”	shall have the meaning as set out in Paragraph 5(L);
“PRC”	the People’s Republic of China, for the purpose of this Scheme, shall not include Hong Kong, Macau Special Administrative Region and Taiwan;
“Reference Amount”	shall have the meaning as set out in Paragraph 5(A);
“Reference Date”	in respect to a Selected Participant, the date of final approval by the Board of the Reference Amount for the purchase or subscription of H Shares pursuant to the Scheme;
“Residual Cash”	being cash remaining in the trust fund of the Trust, including but not limited to such portion of the Reference Amount that has not been used to acquire Scheme Shares and interest income derived from deposits maintained with licensed banks in Hong Kong;
“Returned Shares”	income in the form of H Shares that the Selected Participants have no entitlement pursuant to the Scheme, such Awarded Shares which are not vested and/or forfeited in accordance with the terms of the Scheme (whether as a result of a Total Lapse or a Partial Lapse or otherwise), or such other H Shares being deemed to be Returned Shares in accordance with the terms of the Scheme;
“Scheme”	the “Share Award Scheme” constituted by the rules hereof, in its present form or as amended from time to time in accordance with the provisions hereof;
“Scheme Shares”	(1) the H Shares purchased or subscribed by the Trustee pursuant to Paragraph 5(A) of the Scheme that have not been allocated by the Trustee as Awarded Shares, and (2) the Returned Shares;

“Selected Participant(s)”	Eligible Participant (s) selected by the Board pursuant to Paragraph 5(B) for participation in the Scheme;
“SFC”	the Securities and Futures Commission;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiary”	a company which is for the time being and from time to time a subsidiary (within the meaning given under section 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere;
“Total Lapse”	shall have the meaning as set out in Paragraph 5(K);
“Trust”	the trust constituted by the Trust Deed;
“Trust Deed”	a trust deed to be entered into between the Company and the Trustee (as restated, supplemented and amended from time to time);
“Trust Period”	shall have the meaning as set out in the Trust Deed;
“Trustee”	the original trustee and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed; and
“Vesting Date”	the date on which the Trustee may vest the legal and beneficial ownership of the Awarded Shares (or the relevant portions thereof) in the relevant Selected Participant.

(B) In these rules of the Scheme, save where the context otherwise requires:-

- (i) the headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of these rules of the Scheme;
- (ii) references to Paragraphs and Schedules are references to paragraphs and schedules of these rules of the Scheme;
- (iii) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;
- (iv) expressions in the singular shall include the plural and vice versa;
- (v) expressions in any gender shall include other genders; and
- (vi) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organizations, associations, enterprises, branches and entities of any other kind.



## 2 PURPOSES AND OBJECTIVES

- (A) The specific objectives of the Scheme are:-
- (i) to recognize the contributions by certain Eligible Participants and to provide them with incentives in order to retain them for the continual operation and development of the Group; and
  - (ii) to attract suitable personnel for further development of the Group.
- (B) These rules serve to set out the terms and conditions upon which the incentive arrangement for the Eligible Participants shall operate.

## 3 DURATION

Subject to any early termination or extension as may be determined by the Board pursuant to Paragraph 10, the Scheme shall be valid and effective for a term of 10 years commencing on the Adoption Date.

## 4 ADMINISTRATION

- (A) The Scheme shall be subject to the administration of the Board, the Committee and the Trustee in accordance with the rules of the Scheme and the Trust Deed.
- (B) The Trustee shall hold the Awarded Shares, the Scheme Shares, the income derived therefrom and the Residual Cash in accordance with the terms of the Trust Deed.
- (C) As far as the administration of the plan is concerned, the Company must comply with all relevant disclosure requirements, including the Listing Rules and all applicable PRC laws, regulations and rules.

## 5 OPERATION OF SCHEME

- (A) (i) The Board shall, in respect of the Scheme and after having regard to the requirement under Paragraph 5(R), determine the number of H Shares to be purchased or subscribed as Scheme Shares, and cause to be paid the Reference Amount from the Company's resources to the Trustee to be held on trust for the purchase or subscription of the Scheme Shares to be awarded to the Selected Participant(s) under Paragraph 5(C) as soon as practicable after the Reference Date, and in any event no later than 28 Business Days after the Reference Date. The Reference Amount shall be determined by the Board and is the sum of (i) the amount for the purchase or subscription of the Scheme Shares or an equivalent amount as determined by the Board at its absolute discretion, and (ii) the related purchase or subscription expenses (including for the time being, the brokerage fee, stamp duty, SFC transaction levy, Stock Exchange trading fee) and such other necessary expenses required for the completion of the purchase or subscription of the Scheme Shares.

- (ii) Within 28 Business Days on which trading of the H Shares has not been suspended (or such longer period as the Trustee and the Board, or the Committee may agree from time to time having regard to the circumstances of the purchase concerned) after receiving the Reference Amount and the written instruction from the Company, the Trustee shall apply the same towards the purchase of the maximum number of board lots of H Shares at the prevailing market price. Any balance of the Reference Amount shall be returned by the Trustee to the Company forthwith after completion of the purchase upon written instruction from the Company. For the avoidance of doubt, the H Shares so purchased shall form part of the capital of the trust fund of the Trust.
  - (iii) In the event that the Board shall at any time considers it appropriate for the Trustee to subscribe new H Shares by utilizing the Reference Amount or the Residual Cash, the Board shall notify the Trustee in writing upon the satisfaction of the condition referred to in Paragraph 5(E) and, subject to Paragraph 5(R), the Board shall instruct the Trustee in writing to, and the Trustee shall within ten (10) Business Days after receipt of such instruction, apply to the Company for the allotment and issuance of the appropriate number of new H Shares at par or at such other subscription price as instructed by the Board. For the avoidance of doubt, the H Shares so subscribed shall form part of the capital of the trust fund.
  - (iv) Subject to compliance with the Listing Rules, Articles, the relevant PRC law and regulations, the allotment and issuance of the new H Shares to the Trustee under this Scheme may be made under the general mandate or specific mandate of the shareholders, provided that the total number of H Shares to be allotted and issued to the Trustee under the Scheme shall not exceed the limit specified in Paragraph 7 and any allotment and issuance of the Awarded Shares by the Company to the Trustee pursuant to this paragraph shall only be made after the CSRC has granted approval for the issuing of new H Shares and Listing Committee of the Stock Exchange has granted the listing of and permission to deal in such H Shares.
- (B) The Board may, from time to time, at its absolute discretion select any Eligible Participant (other than any Excluded Participant) for participation in the Scheme as a Selected Participant. Participation in the Scheme is limited to Selected Participants only.
- (C) Subject to Paragraph 5(R) and Paragraph 7, the Board shall select the Selected Participant(s) and determine the Awarded Shares for each of them.
- (D) The Board is entitled to impose any conditions (including a period of continued service within the Group after the Reference Date), as it deems appropriate in its absolute discretion with respect to the entitlement of the Selected Participant to the Awarded Shares.
- (E) When the Board decides to grant to a Selected Participant the Awarded Shares, the Board will issue an offer letter (“**Offer Letter**”) to such Selected Participant stating the number of Awarded Shares to be granted, the Vesting Date and the vesting conditions. Different vesting conditions may be imposed on different Selected Participant. Unless the Company receives a rejection letter from the Selected Participant within 3 Business Days from the date of the Offer Letter, the Selected Participant is deemed to have accepted the Company’s offer made in the Offer Letter. In the event that the Company receives a rejection letter within the deadline as aforesaid, the Company’s offer to the Selected Participant for the Awarded Shares shall for all intents and purposes be deemed withdrawn from the outset as if no Offer Letter had ever been issued.

- (F) The Board shall notify the Trustee in writing upon the making of an Award under the Scheme and the acceptance of such Award by the Selected Participant and the notice shall specify the following:
- (a) the name and staff number/identity card number of the Selected Participant(s) and, so far as the Board is aware, whether they are connected persons (as defined in the Listing Rules) of the Company;
  - (b) the number of Awarded Shares to be granted;
  - (c) the Vesting Date and the vesting conditions (if any), and
  - (d) such other terms and conditions of such Award as may be imposed by the Board as are not inconsistent with these rules of the Scheme,

Provided that nothing contained in such notice shall be construed as conferring any rights, interests, benefits and title to and in the Awarded Shares on such Selected Participant before the vesting of such Awarded Shares in the Selected Participant in accordance with these rules of the Scheme.

- (G) Upon receipt of the instruction from the Board as to the name of Selected Participant and the number of Awarded Shares to be granted to the Selected Participant, the Trustee shall make relevant arrangement to convert the Scheme Shares to the Awarded Shares for the relevant Selected Participant.
- (H) The Vesting Date shall be on any Business Day in the end of March of any year or any other date as may be determined by the Board.
- (I) In respect of a Selected Participant who died or retired by agreement with a member of the Group at any time prior to or on the Vesting Date, all the Awarded Shares of the relevant Selected Participant shall be deemed to be vested on the day immediately prior to his death or the day immediately prior to his retirement with the relevant member of the Group.
- (J) (i) In the event of the death of a Selected Participant, the Trustee shall hold the vested Awarded Shares (hereinafter referred to as “**Benefits**”) upon trust and to transfer the same to the legal personal representatives of the Selected Participant and subject as aforesaid the Trustee shall hold the Benefits or so much thereof as shall not be transferred or applied under the foregoing powers within (a) two years of the death of the Selected Participant (or such longer period as the Trustee and the Committee shall agree from time to time) or (b) the Trust Period (whichever is shorter) upon trust to transfer the same to the legal personal representatives of the Selected Participant; or
- (ii) If the Benefits would otherwise become bona vacantia, the Benefits shall be forfeited and cease to be transferable and such Benefits shall be held as Returned Shares for the purposes of the Scheme. Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer is made in accordance herewith be retained and may be invested and otherwise dealt with by the Trustee in every way as if they had remained part of the trust fund of the Trust.

- (K) Save as provided in Paragraph 5(I), in the event that prior to or on the Vesting Date in respect of a Selected Participant, (i) the relevant Selected Participant ceases to be an Eligible Participant, or (ii) the Subsidiary by which a Selected Participant is employed ceases to be a subsidiary of the Company (or of a member of the Group), or (iii) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company) (each of these, an event of “**Total Lapse**”), the Award shall automatically lapse forthwith and the Awarded Shares or any portion thereof shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme.
- (L) In the event that prior to or on the Vesting Date, a Selected Participant is found to be an Excluded Participant (in this context only applicable to any person in class (ii) of Excluded Participant as defined in Paragraph 1(A)) (each of these, an event of “**Partial Lapse**”), the relevant part of an Award made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the Scheme.
- (M) The Trustee shall hold the Awarded Shares exclusively for the benefit of all or one or more of the Selected Participants (excluding any Excluded Participant) subject to the terms and conditions set out herein. When Returned Shares have been awarded, the Board shall notify the Trustee accordingly. The Returned Shares may be awarded to the Selected Participants as the Awarded Shares as solely determined by the Board. When Returned Shares have been decided to be awarded to the Selected Participants as the Awarded Shares, the Board shall notify the Trustee accordingly and the Trustee shall make relevant arrangement to change the Returned Shares to the Awarded Shares.
- (N) Except in the circumstances as set out in Paragraph 5(I) in respect of the death of a Selected Participant or retirement by agreement with a member of the Group, or a Total Lapse or a Partial Lapse,
- (i) barring any unforeseen circumstances, unless otherwise agreed between the Board, the Committee and the Trustee, seven (7) Business Days prior to the Vesting Date, the Board or the Committee shall send to the relevant Selected Participant (with a copy to the Company and the Trustee) a vesting notice which require the Selected Participant or his Nominee to execute to effect the vesting and transfer of the Awarded Shares; and
  - (ii) subject to (a) the receipt by the Trustee of within the period stipulated in the vesting notice referred to in Paragraph 5(N)(i), and (b) a confirmation from the Company that all vesting conditions having been fulfilled, the Trustee shall transfer all the relevant Awarded Shares to the relevant Selected Participant or his Nominee as soon as practicable after the Vesting Date and in any event not later than 28 Business Days after the Vesting Date. The relevant Selected Participant or his Nominee may also elect to request the Trustee to sell the relevant Awarded Shares on the market and transfer the proceeds to him in lieu of transfer of the Awarded Shares to, and registration of, the relevant Selected Participant as the holder thereof.
- (O) Any Award made hereunder shall be personal to the Selected Participant to whom it is made and shall not be assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Reference Amount or the Awarded Shares referable to him pursuant to such Award.

- (P) In the event that a Selected Participant is a director, a substantial shareholder or a connected person of the Group, such awards shall constitute connected transactions under Chapter 14A of the Listing Rules and the Company shall comply with the relevant requirements under the Listing Rules.
- (Q) For the avoidance of doubt,
- (i) a Selected Participant shall not have any interest or rights (including the right to receive dividends) in the Awarded Shares prior to the Vesting Date;
  - (ii) a Selected Participant shall have no rights in the Residual Cash, all cash or non-cash income derived from the H Shares or any of the Returned Shares;
  - (iii) no instructions shall be given by a Selected Participant to the Trustee in respect of the Awarded Shares that have not vested, and such other properties of the trust fund managed by the Trustee;
  - (iv) the Trustee shall not exercise the voting rights in respect of any H Shares held by it under the Trust (if any) (including but not limited to the Awarded Shares, the Returned Shares, any bonus Shares and scrip H Shares derived therefrom);
  - (v) a Selected Participant shall have no rights in the balance fractional share of the H Shares not so allocated to him and the fractional share arising out of consolidation of the H Shares (such H Shares shall be deemed as Returned Shares for the purposes of the Scheme);
  - (vi) Residual Cash, all cash income and the sale proceeds of non-scrip distribution declared in respect of a H Share held upon the Trust will be applied towards (a) the payment of the fees, costs and expenses of the Trust and (b) the remainder, if any, such other purpose for the benefits and interests of the Scheme or in satisfaction of any obligation of the Trustee as the Trustee and the Board or the Committee shall agree from time to time;
  - (vii) save as provided under Paragraph 5(J)(i), in the event of a Selected Participant ceases to be an Eligible Participant prior to or on the relevant Vesting Date, the award of the Awarded Shares in respect of the relevant Vesting Date shall lapse, such Awarded Shares shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company, the Committee or the Trustee;
  - (viii) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representatives of the Selected Participant is made within the period prescribed in Paragraph 5(J)(i), and the legal personal representatives of the Selected Participant shall have no claims against the Company, the Committee or the Trustee.
- (R) No Award shall be made by the Board pursuant to Paragraph 5(C) and no instructions to acquire H Shares shall be given to the Trustee under the Scheme where any director is in possession of unpublished inside information in relation to the Group or where dealings by directors are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time.

- (S) In respect of the administration of the Scheme, the Company shall comply with PRC laws and regulations and all applicable disclosure regulations including without limitation those imposed by the Listing Rules from time to time.

## **6 TAKEOVER, RIGHT ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME ETC**

- (A) Notwithstanding any other provision provided herein, if there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, all the Awarded Shares shall immediately vest on the date when such change of control event becomes or is declared unconditional, and such date shall be deemed to be the Vesting Date. The Trustee shall transfer the Awarded Shares to the Selected Participant as soon as practicable. For the purpose of this Paragraph 6(A), “control” shall have the meaning as specified in the Hong Kong Codes on Takeovers and Mergers and Share Repurchases from time to time.
- (B) In the event the Company undertakes a consolidation of the H Shares, all fractional share arising out of such consolidation in respect of the Awarded Shares of a Selected Participant shall be deemed as Returned Shares for the purposes of the Scheme and shall not be transferred to the relevant Selected Participant on the relevant Vesting Date.
- (C) In the event the Company undertakes an open offer of new securities in respect of any H Shares which are held by the Trustee under the Scheme, the Trustee shall not subscribe for any new H Shares. In the event of a rights issue, the Trustee shall sell such amount of the nil-paid rights allotted to it as is appropriate and the net proceeds of sale of such rights shall be held as income of the trust fund of the Trust and applied in the subscription of rights shares under the rights issue and such rights shares shall be deemed as Returned Shares for the purposes of the Scheme.
- (D) In the event the Company issues bonus warrants in respect of any H Shares which are held by the Trustee, the Trustee shall not subscribe for any new H Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it, the net proceeds of sale of such bonus warrants shall be held as income of the trust fund of the Trust and shall be applied in accordance with Paragraph 5(Q)(vi).
- (E) In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive scrip H Shares which shall be deemed as Returned Shares for the purposes of the Scheme.
- (F) In the event of other non-cash and non-scrip distribution made by the Company in respect of H Shares held upon the Trust, the Trustee shall dispose of such distribution and the net sale proceeds thereof shall be deemed as cash income of a H Share held upon the Trust and shall be applied in accordance with Paragraph 5(Q)(vi).

## **7 SCHEME LIMIT**

- (A) The Board shall not make any further award of Awarded Shares which will result in the number of H Shares awarded by the Board under the Scheme exceeding ten per cent of the issued H Shares of the Company from time to time.
- (B) The maximum number of H Shares which may be awarded to a Selected Participant under the Scheme shall not exceed one per cent of the issued H Shares of the Company from time to time, save and except approved by the shareholders of the Company in a general meeting.

## 8 DISPUTES

Any dispute arising in connection with the Scheme shall be referred to the decision of the Board who shall act as experts and not as arbitrators and whose decision shall be final and binding.

## 9 ALTERATION OF THE SCHEME

(A) The Scheme may be altered in any respect by a resolution of the Board provided that no such alteration shall operate to affect adversely any subsisting rights of any Selected Participant hereunder unless:

- (i) the written consent of the relevant Selected Participants is obtained; or
- (ii) the sanction of a special resolution passed at a meeting of the relevant Selected Participants.

(B) For any such meeting of Selected Participants referred to in Paragraph 9(A) all the provisions of the Articles as to general meetings of the Company shall mutatis mutandis apply except that:

- (i) not less than 7 days' notice of such meeting shall be given;
- (ii) a quorum at any such meeting shall be two Selected Participants present in person or by proxy;
- (iii) every Selected Participant present in person or by proxy at any such meeting shall be entitled on a show of hands to one vote, and on a poll, to one vote for each Awarded Share proposed to be awarded to him;
- (iv) any Selected Participant present in person or by proxy may demand a poll; and
- (v) if any such meeting is adjourned for want of a quorum, such adjournment shall be to such date and time, not being less than 7 or more than 14 days thereafter, and to such place as may be appointed by the chairman of the meeting. At any adjourned meeting those Selected Participants who are then present in person or by proxy shall form a quorum and at least 7 days' notice of any adjourned meeting shall be given in the same manner as for an original meeting and such notice shall state that those Selected Participants who are then present in person or by proxy shall form a quorum.

(C) In respect of any proposed alterations to the advantage of the Selected Participants and where the Board considers necessary, such proposed alterations shall be approved by the shareholders of the Company by ordinary resolution in general meeting.

## 10 EXTENSION OR TERMINATION

(A) The term of the Scheme may be extended by resolution of the Board, provided that any such extension shall not be longer than a period of ten years.

- (B) Unless the term of the Scheme has been extended in accordance with Paragraph 10(A), the Scheme shall terminate on the earlier of:
- (i) the 10th anniversary date of the Adoption Date; and
  - (ii) such date of early termination as determined by the Board provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.
- (C) Upon termination,
- (i) all the Awarded Shares of the Selected Participants granted under the Scheme shall become vested in the Selected Participants so referable on such date of termination save in respect of a Total Lapse or Partial Lapse according to the conditions of the Award, subject to the receipt by the Trustee of the transfer documents prescribed by the Trustee and duly executed by the Selected Participant;
  - (ii) Returned Shares and such non-cash income remaining in the trust fund shall be sold by the Trustee, within 28 Business Days (on which the trading of the H Shares has not been suspended) of receiving notice of such termination of the Scheme (or such longer period as the Board may otherwise determine);
  - (iii) the Residual Cash, all cash income derived from the H Shares, the net proceeds of sale referred to in Paragraph 10(B)(ii) and such other funds remaining in the trust fund managed by the Trustee (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company forthwith. For the avoidance of doubt, the Trustee may not transfer any H Shares to the Company nor may the Company otherwise hold any H Shares whatsoever (other than its interest in the proceeds of sale of such H Shares pursuant to Paragraph 10(B)(ii)).
- (D) For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the Scheme.

## 11 MISCELLANEOUS

- (A) Save and except for the participation in the Scheme and the receipt of Awarded Shares have been included in the contract of employment of a Selected Participant, the Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Selected Participant, and the rights and obligations of any Selected Participant under the terms of his office or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such Selected Participant no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- (B) The Company shall bear the costs of establishing and administering the Scheme, including, for the avoidance of doubt, costs arising from communication as referred to in Paragraph 11(C), expenses incurred in the purchase of H Shares by the Trustee and stamp duty and normal registration fees in respect of the transfer of H Shares to Selected Participants on the relevant Vesting Date. For the avoidance of doubt, the Company shall not be liable for any tax or expenses of such other nature payable on the part of any Eligible Participant in respect of any sale, purchase, vesting or transfer of H Shares.



- (C) Any notice or other communication between the Company and any Eligible Participant may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its head office and principal place of business in Hong Kong or such other address as notified to the Eligible Participant from time to time and in the case of an Eligible Participant, his address in Hong Kong as notified to the Company from time to time.
- (D) Any notice or other communication served by post shall be deemed to have been served 24 hours after the same was put in the post.
- (E) The Company, the Committee and the Trustee shall not be responsible for any failure by any Selected Participant to obtain any consent or approval required for such Selected Participant to participate in the Scheme as a Selected Participant or for any tax, duty, expenses, fees or any other liability to which he may become subject as a result of his participation in the Scheme.
- (F) Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such and in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from these rules of the Scheme, and any such deletion shall not affect the enforceability of the rules of the Scheme as remain not so deleted.
- (G) Disclosure in relation to the Scheme shall be made by the Company as may be required by the applicable Listing Rules and laws.

## **12 GOVERNING LAW, ETC.**

- (A) The Scheme shall operate subject to the Articles and any applicable law to which the Company is subject.
- (B) The Scheme is governed by and shall be construed in accordance with the laws of PRC.
- (C) If any dispute arising from or in connection with this Scheme cannot be resolved through amicable negotiation, it should be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration.

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## NOTICE OF EGM

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### Shanghai MicroPort MedBot (Group) Co., Ltd.

### 上海微创医疗机器人(集团)股份有限公司

*(a joint stock company incorporated in the People's Republic of China with limited liability)*

**(Stock Code: 2252)**

### NOTICE OF 2022 FIRST EXTRAORDINARY GENERAL MEETING TO BE HELD ON 10 FEBRUARY 2022

**NOTICE IS HEREBY GIVEN THAT** the 2022 first extraordinary general meeting (the “EGM”) of Shanghai MicroPort MedBot (Group) Co., Ltd. (the “**Company**”) will be convened and held at 1601 Zhangdong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai, PRC on Thursday, 10 February 2022 at 2:00 p.m. for the following purpose:

#### ORDINARY RESOLUTION

To consider as special business and, if thought fit, pass with or without amendments the following resolution as an ordinary resolution:

1. **“THAT** the H share award scheme (the “**Scheme**”) of the Company constituted by the rules adopted by the board (the “**Board**”) of directors (the “**Directors**”) of the Company on 21 December 2021, a copy of which is produced to this meeting marked “A” and signed by the chairman of the EGM for the purpose of identification, be and is hereby approved and adopted and the Director(s) or any one or more member of a committee under the Board be and are hereby delegated with full power and authority to administer the Scheme, and be granted with full power and authority to alter the terms of the Scheme to the extent that such alternation shall not operate to affect adversely any subsisting rights of any participants under the Scheme, and authorised to grant the awards under and pursuant to the Scheme, and do all such acts and execute all such documents as the Directors may consider necessary or expedient in order to give full effect to the Scheme.”

#### SPECIAL RESOLUTIONS

To consider as special business and, if thought fit, pass with or without amendments the following resolutions as a special resolutions:

2. **“THAT** the proposed amendment to the articles of association of the Company as set out in the circular of the Company dated 20 January 2022 (the “**Proposed Amendment**”) be and is hereby approved and the Directors be and are hereby authorised to deal with on behalf of the Company the relevant application(s), approval(s), registration(s), filing(s) and other related procedures or issues and to make further amendment(s) (where necessary) pursuant to the requirements of the relevant governmental and/or regulatory authorities arising from the Proposed Amendment.”

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## NOTICE OF EGM

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3. “**THAT** a general mandate to the Board to allot, issue and deal with additional H shares/ domestic shares not exceeding 20% of the total number of issued H shares/domestic shares of the Company respectively be and is hereby granted and the Board be and is hereby authorised to make such amendments as it deems appropriate to the provisions of the articles of association of the Company, so as to reflect the new capital structure upon additional allotment and issuance of shares pursuant to such mandate. Details of the resolution are set out in the circular of the Company dated 20 January 2022.”

By order of the Board  
**Shanghai MicroPort MedBot (Group) Co., Ltd.**  
**Mr. Sun Hongbin**  
*Chairman*

Shanghai, China, 20 January 2022

*Notes:*

1. All shareholders of the Company are eligible for attending the EGM. Any shareholder of the Company entitled to attend and vote at the EGM convened by the above notice is entitled to appoint a proxy or more than one proxy to attend the EGM and vote instead of him/her. A proxy need not be a shareholder of the Company. If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified in the relevant proxy form. Every shareholder of the Company present in person or by proxy shall be entitled to one vote for each share held by him/her.
2. Completion and return of the form of proxy shall not preclude the shareholders of the Company from attending and voting in person at the EGM or at any adjourned meeting thereof (as the case may be) should they so wish, and in such event, the form of proxy shall be deemed to be revoked.
3. Where there are joint registered holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the EGM, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members of the Company in respect of the shares shall alone be entitled to vote in respect thereof.
4. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority, must be deposited with Computershare Hong Kong Investor Service Limited, at Shops 1712–1716, 17th Floor Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong (for holders of H shares) or the Company’s registered office in the PRC at Room 101, Area B, Building 1, 1601 Zhangdong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai, PRC (for holders of domestic shares) as soon as practicable but in any event not less than 24 hours before the time appointed for holding the EGM (i.e., at or before 2 p.m. on 9 February 2022 (Hong Kong Time)), or any adjourned meeting thereof (as the case may be).
5. For determining the entitlement to attend and vote at the EGM, the register of members of the Company has been closed from Monday, 10 January 2022 to Thursday, 10 February 2022, both dates inclusive, during which period no transfer of H shares of the Company will be registered. In order to qualify for attending and voting at the EGM, holders of H shares of the Company whose transfer documents have not been registered should have lodged the share certificates together with the properly completed share transfer forms to the Company’s H share registrar, Computershare Hong Kong Investor Service Limited, at Shops 1712–1716, 17th Floor Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong no later than 4:30 p.m. on Friday, 7 January 2022 for registration. Holders of H shares who are registered with Computershare Hong Kong Investor Service Limited on or before the aforementioned date are entitled to attend the EGM.

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## NOTICE OF EGM

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6. The EGM (or any adjournment thereof) is expected to take no more than half a day. Shareholders of the Company or their proxies attending the EGM (or any adjournment thereof) shall bear their own travelling and accommodation expenses.

*As at the date of this circular, the executive Director is Dr. He Chao, the non-executive Directors are Mr. Sun Hongbin, Mr. Sun Xin and Mr. Chen Chen, and the independent non-executive Directors are Ms. Lee Kit Ying, Dr. Li Minghua and Mr. Yao Haisong.*