

Unless the context otherwise requires, terms used in this PINK Form of Acceptance shall bear the same meanings as those defined in the composite offer document dated 20 April 2016 (the "Composite Document") issued jointly by China Wah Yan Healthcare Limited and Rui Kang Pharmaceutical Group Investments Limited.

除文義另有所指外，本粉紅色接納表格所用詞彙與中國華仁醫療有限公司及銳康藥業集團投資有限公司於二零一六年四月二十日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定者具有相同涵義。

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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本粉紅色接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本粉紅色接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

PINK FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

閣下如欲接納購股權要約，請使用本粉紅色接納及註銷表格。



RUI KANG PHARMACEUTICAL GROUP INVESTMENTS LIMITED

銳康藥業集團投資有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(於開曼群島註冊成立並在百慕達繼續營業之有限公司)

(Stock code: 8037)

(股份代號：8037)

PINK FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS ISSUED BY

RUI KANG PHARMACEUTICAL GROUP INVESTMENTS LIMITED

銳康藥業集團投資有限公司發行之購股權的粉紅色接納及註銷表格

All parts should be completed in full 每項均須填寫

Company Secretary of Rui Kang:

銳康公司秘書：

Room 1213, Tower A, New Mandarin Plaza, 14 Science Museum Road, Kowloon, Hong Kong

香港九龍科學館道14號新文華中心A座1213室

FOR THE CONSIDERATION stated below, the Optionholder named below hereby accepts the Option Offer and agrees to the surrender for cancellation the number of Rui Kang Option(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 下述購股權持有人謹此按下列代價接納購股權要約並同意交回下列數目的銳康購股權以供註銷，惟須遵守本表格及隨附綜合文件內之條款及條件。	
Number of Rui Kang Option(s) at the exercise price of HK\$1.2674 per Rui Kang Share surrendered for cancellation 交回供註銷之行使價每股銳康股份港幣1.2674元之銳康購股權數目	FIGURES 數目
	WORDS 大寫
Details of the Optionholder 購股權持有人資料	Family name 姓氏
	Forename 名字
	Address 地址
	Telephone number 電話號碼
Consideration 代價	For every 500 Options, one new ordinary share of China Wah Yan 每500份購股權為一股中國華仁新普通股

Dated the _____ day of _____ 2016

日期：二零一六年 _____ 月 _____ 日

Signed by the Optionholder in the presence of:

購股權持有人在下列見證人見證下簽署：

Name of Witness 見證人姓名： _____

Signature of the Optionholder

購股權持有人簽署

Signature of Witness 見證人簽署： _____

Address of Witness 見證人地址： _____

Occupation of Witness 見證人職業： _____

THIS PINK FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this PINK Form of Acceptance 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.

China Wah Yan is making the Option Offer. The making of the Option Offer to the Rui Kang Optionholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Rui Kang Optionholder having registered address outside of Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes payable by you in respect of the acceptance of the Option Offer. Acceptance of the Option Offer by you will constitute a warranty by you to China Wah Yan that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Option Offer.

This PINK Form of Acceptance should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS PINK FORM OF ACCEPTANCE

The Option Offer is conditional. Optionholders are advised to read the Composite Document before completing this PINK Form of Acceptance. To accept the Option Offer made by China Wah Yan, you should complete and sign this PINK Form of Acceptance overleaf and forward this entire form together with the relevant certificate(s) of the Options (if applicable) and/or other document(s) of title and/or satisfactory indemnity or indemnities required in respect thereof for the whole or in respect of part of your holding of Options or if applicable, for not less than the number of Options in respect of which you intend to accept the Option Offer, by post or by hand, to **Rui Kang Pharmaceutical Group Investments Limited at Room 1213, Tower A, New Mandarin Plaza, 14 Science Museum Road, Kowloon, Hong Kong no later than 4:00 p.m. on 11 May, 2016 (Wednesday) or such later time(s) and/or date(s) as China Wah Yan may determine and announce in accordance with the Takeovers Code.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this PINK Form of Acceptance.

PINK FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS

To: China Wah Yan Healthcare Limited

1. My execution of this PINK Form of Acceptance shall be binding on my successors and assigns, and shall constitute:

- (a) my irrevocable acceptance of the Option Offer made by China Wah Yan, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Options specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Options as to which I am registered as the Optionholder;
- (b) my/our irrevocable instruction and authority to China Wah Yan and/or such person or such persons as China Wah Yan may direct for the purpose to send the share certificate(s) of China Wah Yan Shares to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my risk to the person and address stated in this paragraph below or, if no name and address are stated, to me at the registered address maintained by Rui Kang.

(Insert here the name and address of the person to whom the share certificate(s) of China Wah Yan Shares is/are to be sent if different from the registered name and address of the Optionholder.)

Name: (in BLOCK LETTERS)

Address: (in BLOCK LETTERS)

- (c) my undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to cancel my Option(s) surrendered for cancellation under the Option Offer; and
 - (d) my agreement to ratify each and every act or thing which may be done or effected by China Wah Yan and/or Rui Kang or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to China Wah Yan that the number of Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder, all such Options as to which I am registered as the Optionholder, is/are hereby surrendered and renounced free from all liens, charges, encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights attaching to them as on or after the Closing Date.
3. In the event that my acceptance is not valid in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event, I authorise and request you to return to me this form duly cancelled, together with the Option certificate(s) (if applicable), by ordinary post at my own risk to the person at the address stated in paragraph 1(b) above or, if no name and address is stated, to me at the registered address maintained by Rui Kang.
4. I enclose the relevant Option certificate(s) (if applicable) for the whole/part of my holding of Option(s) which is/are surrendered for cancellation on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any PINK Form of Acceptance and/or Option certificate(s) (if applicable) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
5. I hereby warrant and represent to China Wah Yan that I am the registered holder of the number of Option(s) specified in this form and I have the full right, power and authority to surrender the Option(s) for cancellation by way of acceptance of the Option Offer.
6. I warrant to China Wah Yan that I have observed and are permitted under all applicable laws and regulations where my address is located as set out in the register of Optionholders of Rui Kang to accept the Option Offer, and any revision thereof; and that I have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I have paid all issue, transfer or other taxes or other required payments due from me in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations; and that I/we have not taken or omitted to take any action which will or may result in China Wah Yan or any other person involved in the Option Offer in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer.
7. I warrant to China Wah Yan that I shall be fully responsible for payment of any transfer or other taxes or duties payable by me in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Composite Document and this PINK Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
9. I understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation will be given.

本粉紅色接納表格乃重要文件，閣下須即時處理。

閣下如對本粉紅色接納表格的任何方面或應採取的行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

中國華仁正提出購股權要約。向註冊地址位於香港境外之銳康購股權持有人提出購股權要約或會受到有關司法權區之法例影響。倘閣下為註冊地址位於香港境外之銳康購股權持有人，閣下應自行了解及遵守所有適用法律或監管規定。閣下如欲接納購股權要約，須自行信納全面遵守有關司法權區之相關法律及法規，包括獲得一切所需之政府、外匯管制或其他方面之同意，並遵守一切所需手續及監管或法律規定。閣下將須就接納購股權要約應付之任何有關發行費、轉讓費或其他稅項負責。閣下接納購股權要約，即構成閣下向中國華仁保證其已遵守所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納購股權要約及其任何修訂，而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他方面之同意，並已支付閣下於任何地區接納而應付之所有發行費、轉讓費或其他稅項或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。建議閣下就決定是否接納購股權要約尋求專業意見。

本粉紅色接納表格應與綜合文件一併閱讀。

本粉紅色接納表格之填寫方法

購股權要約附帶條件。購股權持有人於填寫本粉紅色接納表格前，務請先閱讀綜合文件。閣下如欲接納中國華仁所作的購股權要約，應填妥並簽署本粉紅色接納表格背頁，並將整份表格，連同就閣下所持之所有或部份購股權(如適用)不少於閣下擬接納購股權要約的購股權數目的購股權之有關證書(如適用)及/或其他權證文件及/或任何就此所需之一份或多份令人信納之任何彌償保證書一併以郵寄或專人送交方式盡快送抵銳康藥業集團投資有限公司，地址為香港九龍科學館道14號新文華中心A座1213室，惟無論如何不得遲於二零一六年五月十一日(星期三)下午四時正，或中國華仁根據收購守則所釐定及公佈之較後時間及/或日期。綜合文件附錄一之條文已載入並構成本粉紅色接納表格之一部份。

購股權之粉紅色接納及註銷表格

致：中國華仁醫療有限公司

1. 本人簽署本粉紅色接納表格將對本人的繼承人及承讓人有約束力，即表示：

- (a) 本人不可撤回地接納由中國華仁提出並載於綜合文件的購股權要約以收取代價，按綜合文件及本表格所載有關條款及條件收購本表格上所填購股權數目，如未有指定購股權數目或指定購股權數目較本人以購股權持有人名義登記的購股權數目為多，則接納收購本人以購股權持有人名義登記持有的全部購股權；
- (b) 本人/吾等不可撤回地指示及授權中國華仁及/或其可能就此指定之人士，就本人根據購股權要約之條款應得之中國華仁股份股票，以平郵方式寄至本段以下所註明之人士及地址(如無填寫姓名及地址，則按本人在銳康存置之登記地址寄予本人)，郵誤風險概由本人自行承擔。

(如收取中國華仁股份股票之人士並非使用購股權持有人之登記姓名及地址，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

- (c) 本人承諾於必要或適當時簽署其他文件並辦理有關手續，以註銷本人就接納購股權要約而交回之購股權；及
 - (d) 本人同意追認中國華仁及/或銳康或彼等各自的代理或其在本表格所載的任何授權時可能指定的任何人士可能進行或實施的任何行動或事宜。
2. 本人明白本人接納購股權要約將被視為構成本人向中國華仁作出保證，表示交回及放棄本表格所列購股權數目(或倘無列明購股權數目或所列的購股權數目高於本人以購股權持有人名義登記的數目，則就本人以購股權持有人名義登記的全部購股權而言)並不附有任何保留置權、押記、產權負擔、優先購買權及任何其他性質的第三方權益，並確保該等購股權可享有於截止日期或之後所附帶的一切權利。
3. 如接納購股權要約的條款本人的接納為無效，則上文第1段所載的所有指示、授權及承諾均會終止。在此情況下，本人授權並要求閣下將本人已正式註銷的本表格連同購股權證書(如適用)以平郵方式按上文1(b)段所列地址寄予有關人士，如未有列明姓名及地址者，則按本人在銳康的登記地址寄予本人，郵誤風險由本人承擔。
4. 本人茲附上本人所持全部/部分購股權之有關購股權證書(如適用)，交回閣下按照購股權要約之條款及條件予以註銷。本人明白將不會就任何粉紅色接納表格及/或購股權證書(如適用)獲發收訖通知書。本人亦明白所有文件將以平郵方式寄出，郵誤風險概由本人自行承擔。
5. 本人謹此向中國華仁保證及聲明，本人為本表格所列明購股權數目的登記持有人，而本人有充分的權利、權力及授權透過接納購股權要約交回該等購股權以供註銷。
6. 本人向中國華仁保證，本人已遵守本人於銳康購股權持有人名冊所列地址所有適用法律及法規以及根據所有適用法律及法規獲允許接納購股權要約及其任何修訂；而本人已取得任何所需政府、外匯管制或其他方面之同意，及作出所有必要手續或遵守監管或法律規定所規定之一切登記或存檔；且本人已支付本人就該接納應付之所有發行費、轉讓費或其他稅項或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力；且本人/吾等概無採取或遺漏任何行動而將會或可能致使中國華仁或參與購股權要約之任何其他人士就購股權要約違反任何司法權區之法律或監管規定。
7. 本人向中國華仁保證，本人須就支付關於本人接納購股權要約應付之任何轉讓費或其他稅項或徵費承擔全部責任。
8. 本人明白除綜合文件及本粉紅色接納表格指明者外，所有特此作出的接納、指示、授權及承諾乃不可撤回。
9. 本人明白不會就任何接納及註銷表格獲發收訖通知。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of China Wah Yan, Rui Kang and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

1. Reasons for the collection of your personal data

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

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this PINK Form of Acceptance and the Composite Document;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from China Wah Yan and/or Rui Kang and/or their respective agents, officers and advisers;
- establishing benefit entitlements of the Rui Kang Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the China Wah Yan and Rui Kang; and
- any other incidental or associated purposes relating to the above and/or to enable China Wah Yan and/or Rui Kang to discharge its obligations to the Rui Kang Optionholders and/or under applicable regulations, and other purpose to which the Rui Kang Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

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

- China Wah Yan, Rui Kang and/or any of their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to China Wah Yan and/or Rui Kang;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom China Wah Yan and/or Rui Kang considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

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

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

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關中國華仁、銳康及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之銳康購股權而接納購股權要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據購股權要約應得之代價。

2. 用途

閣下於本粉紅色接納表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實遵循本粉紅色接納表格及綜合文件載列之條款及申請手續；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈中國華仁及/或銳康及/或彼等各自之代理、高級職員及顧問之通訊；
- 確立銳康購股權持有人之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關中國華仁及銳康業務之任何其他用途；及
- 有關上述任何其他臨時或關連用途及/或令中國華仁及/或銳康得以履行其對銳康購股權持有人及/或適用法規項下之責任，以及銳康購股權持有人可能不時同意或知悉之其他用途。

3. 轉交個人資料

本粉紅色接納表格提供之個人資料將會保密，惟中國華仁及/或銳康為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 中國華仁、銳康及/或其任何代理、高級職員及顧問；
- 為中國華仁及/或銳康提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 中國華仁及/或銳康認為必需或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認中國華仁及/或銳康是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，中國華仁及/或銳康可就獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予中國華仁或銳康(視乎情況而定)。

閣下一經簽署本粉紅色接納表格即表示同意上述所有條款。