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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 a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

**If you have sold or transferred** all your shares in Fosun International Limited, you should at once hand this circular to the purchaser(s) or transferee(s) or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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**FOSUN 复星**  
**復星國際有限公司**  
**FOSUN INTERNATIONAL LIMITED**  
*(Incorporated in Hong Kong with limited liability)*  
(Stock Code: 00656)

**ADOPTION OF SISRAM MEDICAL PLAN AND  
GRANT OF SISRAM OPTIONS**

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A notice convening the AGM to be held at 10 a.m. on Thursday, 28 May 2015 at Grand Ballroom, 1st Floor, Grand Hyatt Hong Kong, 1 Harbour Road, Wanchai, Hong Kong as set out in the general mandate circular of the Company and a form of proxy for the AGM are despatched together with this circular. Whether or not you are able to attend the AGM, you are requested to complete, sign and return the enclosed form of proxy in accordance with the instructions printed thereon and return the same to the share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the AGM or any adjournment thereof. Completion and return of the enclosed form of proxy will not preclude you from attending and voting in person at such meeting or any adjournment meeting should you so wish.

24 April 2015

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## CONTENTS

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	<i>Page</i>
<b>Definitions</b> .....	1
<b>Letter from the Board</b> .....	6
<b>Appendix I — Summary of Principal Terms of the Sisram Medical Plan</b> .....	20

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## DEFINITIONS

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*Unless the context otherwise requires, the following expressions in this circular shall have the following meanings:*

“Affiliate”	any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, Sisram Medical (including, but not limited to, joint ventures, limited liability companies, and partnerships). For this purpose, “control” shall mean ownership of fifty percent (50%) or more of the total combined voting power or value of all classes of stock or interests of the entity, or the power to direct the management and policies of the entity, by contract or otherwise
“AGM”	the annual general meeting of the Company to be held at Grand Ballroom, 1st Floor, Grand Hyatt Hong Kong, 1 Harbour Road, Wanchai, Hong Kong on Thursday, 28 May 2015 at 10 a.m. or any adjournment thereof
“Alma Lasers”	Alma Lasers Ltd., a company incorporated in the State of Israel with limited liability, and as at the Latest Practicable Date, a 95.16% subsidiary of Sisram Medical
“Ample Up”	Ample Up Limited (能悦有限公司), a company incorporated in Hong Kong with limited liability, and a wholly-owned subsidiary of Fosun Pharma
“Applicable Law”	any applicable law, rule, regulation, statute, pronouncement, policy, interpretation, judgment, order or decree of any federal, provincial, state or local governmental, regulatory or adjudicative authority or agency, of any jurisdiction, and the rules and regulations of any stock exchange or trading system on which the Shares are then traded or listed
“associate(s)”	shall have the meaning ascribed to it under the Hong Kong Listing Rules
“Award Agreement”	a written document, the form(s) of which shall be approved from time to time by the Committee, reflecting the terms of Award(s) granted under the Sisram Medical Plan and including any document attached to such agreement
“Award(s)”	any restricted share, restricted share unit, Sisram Option or any other share-based award, granted to a Sisram Participant under the Sisram Medical Plan and any share issued pursuant to the exercise thereof

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## DEFINITIONS

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“Board”	the board of directors of the Company
“Business Day”	any day (excluding Saturday and Sunday) on which banks in Hong Kong are generally open for business
“CML”	Chindex Medical Limited (美中互利醫療有限公司), a company incorporated in Hong Kong with limited liability, and a 70% owned subsidiary of Ample Up
“Committee”	the compensation committee appointed by the Sisram Board which shall consist only of members of the Sisram Board
“controlling shareholder(s)”	shall have the meaning ascribed to it under the Hong Kong Listing Rules
“core connected person”	shall have the meaning ascribed to it under the Hong Kong Listing Rules
“Date of Grant”	the date of grant of an Award, as determined by the Committee, the Sisram Board and/or the shareholders of Sisram Medical as required by Applicable Law, and set forth in the Sisram Participant’s Award Agreement
“Director(s)”	the director(s) of the Company
“Fair Market Value”	as of any date, the value of a Share determined as follows: <ul style="list-style-type: none"><li>(i) If the Shares are listed on any established share exchange or a national market system, including without limitation the Tel-Aviv Share Exchange, the New York Stock Exchange and/or the NASDAQ National Market system, the Fair Market Value shall be the closing sales price for such Shares (or the closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in the Wall Street Journal, or such other source as the Sisram Board deems reliable;</li><li>(ii) If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value shall be the mean between the high bid and low asked prices for the Shares on the last market trading day prior to the day of determination; or</li><li>(iii) In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Sisram Board</li></ul>

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## DEFINITIONS

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“Fosun International” or “Company”	Fosun International Limited (復星國際有限公司), a company incorporated in Hong Kong with limited liability, the shares of which are listed on the main board of the Hong Kong Stock Exchange
“Fosun International Shareholder(s)”	holder(s) of shares of the Company
“Fosun Pharma”	Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* (上海復星醫藥(集團)股份有限公司), a joint stock company established in the PRC with limited liability, the H shares and A shares of which are listed and traded on the main board of the Hong Kong Stock Exchange and the Shanghai Stock Exchange, respectively, a subsidiary of the Company
“Fosun Pharma Shareholder(s)”	holder(s) of shares of Fosun Pharma
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Latest Practicable Date”	17 April 2015, being the latest practicable date prior to the printing of this circular for ascertaining certain information herein
“NIS”	New Israeli Shekel, the lawful currency of the State of Israel
“Non-Sisram Employee”	a director, consultant, adviser and/or service provider of Sisram Medical or its Affiliates, or any other person who is not a Sisram Employee
“PRC” or “China”	the People’s Republic of China (for the purpose of this circular, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan)
“Purchase Price”	means the purchase price for each Share underlying a Sisram Option
“RMB”	Renminbi, the lawful currency of the PRC

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## DEFINITIONS

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“Share(s)”	ordinary share(s) of NIS 0.01 each of Sisram Medical
“Sisram Board”	the board of directors of Sisram Medical
“Sisram Board Resolution Date”	21 February 2014, the date on which the Sisram Board resolved to conditionally adopt the Sisram Medical Plan and to approve the proposed grant of Sisram Options under the Sisram Medical Plan
“Sisram Employee”	a person who is employed by Sisram Medical or its Affiliates
“Sisram Grantees”	the grantees of the Sisram Medical Plan
“Sisram Group”	Sisram Medical and any of its subsidiaries and its holding companies (including intermediate and ultimate holding companies)
“Sisram Medical”	Sisram Medical Ltd., a company incorporated in the State of Israel with limited liability, and an indirect non-wholly-owned subsidiary of Fosun Pharma
“Sisram Medical Plan”	the 2013 employee incentive compensation plan proposed to be adopted at the AGM, a summary of the key terms of which is set out in Appendix I to this circular
“Sisram Option(s)”	an option to purchase one or more Share(s) pursuant to the Sisram Medical Plan
“Sisram Option Expiration Date”	the date upon which a Sisram Option shall expire, which shall in no event be more than ten (10) years from the Date of Grant
“Sisram Participant”	a person who receives one or more Awards or Shares issued pursuant to an Award under the Sisram Medical Plan
“Successor Company”	any entity into or with which Sisram Medical is merged or by which Sisram Medical is acquired, pursuant to a Transaction in which Sisram Medical is not the surviving entity
“Transaction”	(i) merger, acquisition or reorganization of Sisram Medical with one or more other entities pursuant to which Sisram Medical is not the surviving entity, (ii) a sale of all or substantially all of the assets or Shares of Sisram Medical
“US\$”	United States dollars, the lawful currency of the United States of America

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## DEFINITIONS

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“Vesting Date”	with respect to any Vested Sisram Option, the date as of which the Sisram Participant shall be entitled to exercise such Vested Sisram Option
“Vested Sisram Option”	any Vested Sisram Option that has already become vested and exercisable according to its Vesting Date or otherwise (e.g. acceleration upon certain events)
“%”	per cent.

\* *for identification purposes only*

**FOSUN 复星**  
**復星國際有限公司**  
**FOSUN INTERNATIONAL LIMITED**

*(Incorporated in Hong Kong with limited liability)*

(Stock Code: 00656)

**Executive Directors:**

Mr. Guo Guangchang (*Chairman*)  
Mr. Liang Xinjun (*Vice Chairman and Chief Executive Officer*)  
Mr. Wang Qunbin (*President*)  
Mr. Ding Guoqi  
Mr. Qin Xuetao  
Mr. Wu Ping

**Registered Office:**

Room 808, ICBC Tower  
3 Garden Road  
Central  
Hong Kong

**Non-executive Director:**

Mr. Fan Wei

**Independent Non-executive Directors:**

Mr. Zhang Shengman  
Mr. Zhang Huaqiao  
Mr. David T. Zhang  
Mr. Yang Chao

24 April 2015

*To the shareholders*

Dear Sir or Madam,

**ADOPTION OF SISRAM MEDICAL PLAN AND  
GRANT OF SISRAM OPTIONS**

**I. INTRODUCTION**

The purpose of this circular is to provide you with relevant details for you to make informed decision, among others, the following ordinary resolutions proposed for voting at the AGM: the proposed adoption of the Sisram Medical Plan and the proposed grant of Sisram Options under the Sisram Medical Plan.



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## LETTER FROM THE BOARD

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### II. DETAILS OF THE RESOLUTIONS

#### (1) *THE SISRAM MEDICAL PLAN*

##### (a) **Introduction**

On 21 February 2014, the Sisram Board resolved that (i) subject to the approvals of the shareholders of Fosun Pharma and Fosun International, the Sisram Medical Plan will be adopted; and (ii) subject to the Sisram Medical Plan becoming effective, Sisram Options will be granted under the Sisram Medical Plan to the Sisram Grantees to subscribe, at a purchase price of approximately US\$201.25 per Share for an aggregate of 100,000 Shares in the share capital of Sisram Medical, representing approximately 13.61% of the existing issued share capital of Sisram Medical and approximately 11.98% of the issued share capital of Sisram Medical as enlarged by the Sisram Options (assuming that all options are fully exercised before adjustment).

##### (b) **Adoption of Sisram Medical Plan**

Pursuant to the Sisram Medical Plan, the total number of Shares which may be issued upon exercise of all Sisram Options to be granted under the Sisram Medical Plan is 106,500 Shares, representing approximately 14.49% of the issued share capital at the date of approval of Sisram Medical Plan.

The adoption of the Sisram Medical Plan is subject to the approval by the Fosun Pharma Shareholders at the general meeting of Fosun Pharma as well as the approval by the Fosun International Shareholders at the AGM. As at the Latest Practicable Date, Sisram Medical is owned as to 30.03%, 36.17% and 33.80% by Ample Up, CML and Magnificent View Investments Limited, respectively. CML is a 70% owned subsidiary of Ample Up, which in turn is a wholly-owned subsidiary of Fosun Pharma, and Fosun International is the controlling shareholder of Fosun Pharma. Accordingly, the Sisram Medical Plan would only take effect upon the approval by the Fosun Pharma Shareholders at the general meeting of Fosun Pharma as well as the approval by the Fosun International Shareholders at the AGM.

A summary of the principal terms of the Sisram Medical Plan is set out in Appendix I to this circular.

A copy of the Sisram Medical Plan will be available for inspection at the registered office of the Company in Hong Kong at Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong, during normal business hours (i.e., from 9:00 a.m. to 6:00 p.m.) on any Business Day from the date of this circular up to the date of the AGM.

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## LETTER FROM THE BOARD

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**(c) The proposed grant of Sisram Options under the Sisram Medical Plan**

Subject to the Sisram Medical Plan becoming effective, it is proposed that Sisram Options under the Sisram Medical Plan be granted to the Sisram Grantees to subscribe, at a purchase price of approximately US\$201.25 per Share for an aggregate of 100,000 Shares in the share capital of Sisram Medical, representing approximately 13.61% of the existing issued share capital of Sisram Medical and approximately 11.98% of the issued share capital of Sisram Medical as enlarged by the Sisram Options (assuming that all options are fully exercised before adjustment). The proposed grant is determined by the directors of Sisram Medical based on the contributions made by the Sisram Grantees to the Sisram Group with reference to the length of service, work performed for the Sisram Group, commitment in performing his/her duties and contributions to the development and performance of the Sisram Group, and the performance of the Sisram Group as a whole.

The following table illustrates the number of Shares in Sisram Medical to be issued upon exercise in full the Sisram Options proposed to be granted to the Sisram Grantees under the Sisram Medical Plan as at the Sisram Board Resolution Date:

Name	Number of Shares in Sisram Medical to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan	Approximate percentage of the issued share capital of Sisram Medical represented by Shares which may fall to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan
1. Lezarovich Ronen	1,200	0.16%
2. Dayan Lior	1,200	0.16%
3. Leopold Yair	1,200	0.16%
4. Avi Farbstein	1,200	0.16%
5. Bill Scott	1,080	0.15%
6. Dittmann, Reiner	1,080	0.15%
7. Doron Yannai	1,060	0.14%
8. Bayer Nadav	900	0.12%
9. Britva Alexander	900	0.12%
10. Laptezter Jossef	900	0.12%
11. Meir Itay	900	0.12%
12. Halutzy Yiffat	900	0.12%
13. Ben David Eyal	900	0.12%

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**LETTER FROM THE BOARD**

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<b>Name</b>	<b>Number of Shares in Sisram Medical to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan</b>	<b>Approximate percentage of the issued share capital of Sisram Medical represented by Shares which may fall to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan</b>
14. Albalek Ariela	900	0.12%
15. Isabel Efroni	900	0.12%
16. Neeman Oren	800	0.11%
17. Meshulam Eyal	800	0.11%
18. Alan Greer	800	0.11%
19. Jason Carpenter	800	0.11%
20. Ben-Ari Yair	750	0.10%
21. Lasri Rehem	750	0.10%
22. Slonim Miki	750	0.10%
23. John Godson	750	0.10%
24. Schmidt, Udo	750	0.10%
25. Yaprimov Pavel	700	0.10%
26. Shabat Ziv	700	0.10%
27. Amram Eli	700	0.10%
28. Epstein Tatiana	500	0.07%
29. Tamir Mazza	500	0.07%
30. Aviel Hila	500	0.07%
31. Michal Nave	500	0.07%
32. Vainbaom Stanislav	490	0.07%
33. Dverin Alexander	490	0.07%
34. Yevgeniy Pens	490	0.07%
35. Yael Fridman	490	0.07%
36. Brad Sehring	490	0.07%
37. Brian Duryea	490	0.07%
38. David Heddon	490	0.07%
39. Devin Foggo	490	0.07%
40. Don Berryhill	490	0.07%
41. Eric Sieggreen	490	0.07%
42. Eric Stanton	490	0.07%
43. Gary Maultsby	490	0.07%
44. George Suarez	490	0.07%

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**LETTER FROM THE BOARD**

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<b>Name</b>	<b>Number of Shares in Sisram Medical to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan</b>	<b>Approximate percentage of the issued share capital of Sisram Medical represented by Shares which may fall to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan</b>
45. Jennifer Schreck	490	0.07%
46. Katharine Francis	490	0.07%
47. Kelly DeGideo	490	0.07%
48. Kevin Tuckman	490	0.07%
49. Mason Golden	490	0.07%
50. Matt Dakin	490	0.07%
51. Matt Snyder	490	0.07%
52. Ryan Pastorek	490	0.07%
53. Scott Karten	490	0.07%
54. Stuart Blinick	490	0.07%
55. Sunny Dolberg	490	0.07%
56. Terry Provines	490	0.07%
57. Todd Cave	490	0.07%
58. Choen Yuval	450	0.06%
59. Azulai Yossi	450	0.06%
60. Koltipin Maxim	450	0.06%
61. Eyal Buchbinder	450	0.06%
62. Alon Zionit	450	0.06%
63. Alon Efrat	450	0.06%
64. Six, Wolfgang	450	0.06%
65. Karin Abu	400	0.05%
66. Fett, Joachim	400	0.05%
67. Havahill Livnat	350	0.05%
68. Goldberg Tal	350	0.05%
69. Genady Basov	350	0.05%
70. Lam Avner	350	0.05%
71. Klein Asaf	350	0.05%
72. Gil Eti	350	0.05%
73. Ben Yehod Kedar Lior	350	0.05%
74. Daniel Hidalgo	350	0.05%
75. Eric Tholl	350	0.05%

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**LETTER FROM THE BOARD**

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<b>Name</b>	<b>Number of Shares in Sisram Medical to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan</b>	<b>Approximate percentage of the issued share capital of Sisram Medical represented by Shares which may fall to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan</b>
76. Everett Lovelace	350	0.05%
77. Kim Evans	350	0.05%
78. Melissa Ellis	350	0.05%
79. Soctt Rosenblatt	350	0.05%
80. Joe Schwarz	300	0.04%
81. Kevin Mendell	300	0.04%
82. Lifshitz Miruslav	250	0.03%
83. Tabib Itzak	250	0.03%
84. Barzayev Edward	250	0.03%
85. Baranes Nurit	250	0.03%
86. Jafa Richard	250	0.03%
87. Baror Orly	250	0.03%
88. Godelman Gabi	250	0.03%
89. Eitan Segal	250	0.03%
90. Kremer Liad	250	0.03%
91. Sivan Azuly	250	0.03%
92. Charles Wallace	250	0.03%
93. J. Lake Lopez	250	0.03%
94. Judy Johnson	250	0.03%
95. Lissa Salvatierra	250	0.03%
96. Mary Polus	250	0.03%
97. Other Sisram Grantees	48,140	6.55%
<b>Total</b>	<b>100,000</b>	<b>13.61%</b>

No options have been granted to the Sisram Grantees under either the Sisram Medical Plan or the share option scheme of Fosun International in the 12 months immediately preceding the Sisram Board Resolution Date.

As at the Latest Practicable Date, a total of 735,000 Shares had been issued by Sisram Medical.

## LETTER FROM THE BOARD

The following table illustrates the changes in shareholdings of Sisram Medical with respect to the issued share capital of Sisram Medical as at the Latest Practicable Date and the enlarged share capital of Sisram Medical assuming exercise in full of the Sisram Options proposed to be granted to the Sisram Grantees under the Sisram Medical Plan:

Name	Number of Shares held in Sisram Medical as at the Latest Practicable Date	Approximate percentage of the issued share capital of Sisram Medical as at the Latest Practicable Date	Number of Shares in Sisram Medical to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan	Approximate percentage of the issued share capital of Sisram Medical upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan as at the Latest Practicable Date	Approximate percentage shareholding in Sisram Medical upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan as enlarged by the Sisram Options
CML	265,850	36.17%	—	—	31.84%
Ample Up	220,720	30.03%	—	—	26.43%
Magnificent View Investments Limited	248,430	33.80%	—	—	29.75%
1. Lezarovich Ronen	—	—	1,200	0.16%	0.14%
2. Dayan Lior	—	—	1,200	0.16%	0.14%
3. Leopold Yair	—	—	1,200	0.16%	0.14%
4. Avi Farbstein	—	—	1,200	0.16%	0.14%
5. Bill Scott	—	—	1,080	0.15%	0.13%
6. Dittmann, Reiner	—	—	1,080	0.15%	0.13%
7. Doron Yannai	—	—	1,060	0.14%	0.13%
8. Bayer Nadav	—	—	900	0.12%	0.11%
9. Britva Alexander	—	—	900	0.12%	0.11%
10. Laptzter Jossef	—	—	900	0.12%	0.11%
11. Meir Itay	—	—	900	0.12%	0.11%
12. Halutz Yiffat	—	—	900	0.12%	0.11%
13. Ben David Eyal	—	—	900	0.12%	0.11%
14. Albalek Ariela	—	—	900	0.12%	0.11%
15. Isabel Efroni	—	—	900	0.12%	0.11%
16. Neeman Oren	—	—	800	0.11%	0.10%
17. Meshulam Eyal	—	—	800	0.11%	0.10%
18. Alan Greer	—	—	800	0.11%	0.10%
19. Jason Carpenter	—	—	800	0.11%	0.10%
20. Ben-Ari Yair	—	—	750	0.10%	0.09%
21. Lasri Rehem	—	—	750	0.10%	0.09%
22. Slonim Miki	—	—	750	0.10%	0.09%
23. John Godson	—	—	750	0.10%	0.09%
24. Schmidt, Udo	—	—	750	0.10%	0.09%
25. Yaprimov Pavel	—	—	700	0.10%	0.08%
26. Shabat Ziv	—	—	700	0.10%	0.08%
27. Amram Eli	—	—	700	0.10%	0.08%
28. Epstein Tatiana	—	—	500	0.07%	0.06%
29. Tamir Mazza	—	—	500	0.07%	0.06%
30. Aviel Hila	—	—	500	0.07%	0.06%
31. Michal Nave	—	—	500	0.07%	0.06%
32. Vainbaum Stanislav	—	—	490	0.07%	0.06%

## LETTER FROM THE BOARD

Name	Number of Shares held in Sisram Medical as at the Latest Practicable Date	Approximate percentage of the issued share capital of Sisram Medical as at the Latest Practicable Date	Number of Shares in Sisram Medical to be issued upon exercise in full of the Sisram Options proposed under the Sisram Medical Plan	Approximate percentage of the issued share capital of Sisram Medical upon exercise in full of the Sisram Options proposed under the Sisram Medical Plan as at the Latest Practicable Date	Approximate percentage shareholding in Sisram Medical upon exercise in full of the Sisram Options proposed under the Sisram Medical Plan as enlarged by the Sisram Options
33. Dverin Alexander	—	—	490	0.07%	0.06%
34. Yevgeniy Pens	—	—	490	0.07%	0.06%
35. Yael Fridman	—	—	490	0.07%	0.06%
36. Brad Sehring	—	—	490	0.07%	0.06%
37. Brian Duryea	—	—	490	0.07%	0.06%
38. David Heddon	—	—	490	0.07%	0.06%
39. Devin Foggo	—	—	490	0.07%	0.06%
40. Don Berryhill	—	—	490	0.07%	0.06%
41. Eric Sieggreen	—	—	490	0.07%	0.06%
42. Eric Stanton	—	—	490	0.07%	0.06%
43. Gary Maultsby	—	—	490	0.07%	0.06%
44. George Suarez	—	—	490	0.07%	0.06%
45. Jennifer Schreck	—	—	490	0.07%	0.06%
46. Katharine Francis	—	—	490	0.07%	0.06%
47. Kelly DeGideo	—	—	490	0.07%	0.06%
48. Kevin Tuckman	—	—	490	0.07%	0.06%
49. Mason Golden	—	—	490	0.07%	0.06%
50. Matt Dakin	—	—	490	0.07%	0.06%
51. Matt Snyder	—	—	490	0.07%	0.06%
52. Ryan Pastorek	—	—	490	0.07%	0.06%
53. Scott Karten	—	—	490	0.07%	0.06%
54. Stuart Blinick	—	—	490	0.07%	0.06%
55. Sunny Dolberg	—	—	490	0.07%	0.06%
56. Terry Provines	—	—	490	0.07%	0.06%
57. Todd Cave	—	—	490	0.07%	0.06%
58. Choen Yuval	—	—	450	0.06%	0.05%
59. Azulai Yossi	—	—	450	0.06%	0.05%
60. Koltipin Maxim	—	—	450	0.06%	0.05%
61. Eyal Buchbinder	—	—	450	0.06%	0.05%
62. Alon Zionit	—	—	450	0.06%	0.05%
63. Alon Efrat	—	—	450	0.06%	0.05%
64. Six, Wolfgang	—	—	450	0.06%	0.05%
65. Karin Abu	—	—	400	0.05%	0.05%
66. Fett, Joachim	—	—	400	0.05%	0.05%
67. Havahill Livnat	—	—	350	0.05%	0.04%
68. Goldberg Tal	—	—	350	0.05%	0.04%
69. Genady Basov	—	—	350	0.05%	0.04%
70. Lam Avner	—	—	350	0.05%	0.04%
71. Klein Asaf	—	—	350	0.05%	0.04%
72. Gil Eti	—	—	350	0.05%	0.04%
73. Ben Yehod Kedar Lior	—	—	350	0.05%	0.04%

## LETTER FROM THE BOARD

Name	Number of Shares held in Sisram Medical as at the Latest Practicable Date	Approximate percentage of the issued share capital of Sisram Medical as at the Latest Practicable Date	Number of Shares in Sisram Medical to be issued upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan	Approximate percentage of the issued share capital of Sisram Medical upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan as at the Latest Practicable Date	Approximate percentage shareholding in Sisram Medical upon exercise in full of the Sisram Options proposed to be granted under the Sisram Medical Plan as enlarged by the Sisram Options
74. Daniel Hidalgo	—	—	350	0.05%	0.04%
75. Eric Tholl	—	—	350	0.05%	0.04%
76. Everett Lovelace	—	—	350	0.05%	0.04%
77. Kim Evans	—	—	350	0.05%	0.04%
78. Melissa Ellis	—	—	350	0.05%	0.04%
79. Soctt Rosenblatt	—	—	350	0.05%	0.04%
80. Joe Schwarz	—	—	300	0.04%	0.04%
81. Kevin Mendell	—	—	300	0.04%	0.04%
82. Lifshitz Miruslav	—	—	250	0.03%	0.03%
83. Tabib Itzak	—	—	250	0.03%	0.03%
84. Barzayev Edward	—	—	250	0.03%	0.03%
85. Baranes Nurit	—	—	250	0.03%	0.03%
86. Jafa Richard	—	—	250	0.03%	0.03%
87. Baror Orly	—	—	250	0.03%	0.03%
88. Godelman Gabi	—	—	250	0.03%	0.03%
89. Eitan Segal	—	—	250	0.03%	0.03%
90. Kremer Liad	—	—	250	0.03%	0.03%
91. Sivan Azuly	—	—	250	0.03%	0.03%
92. Charles Wallace	—	—	250	0.03%	0.03%
93. J. Lake Lopez	—	—	250	0.03%	0.03%
94. Judy Johnson	—	—	250	0.03%	0.03%
95. Lissa Salvatierra	—	—	250	0.03%	0.03%
96. Mary Polus	—	—	250	0.03%	0.03%
97. Other Sisram Grantees	—	—	48,140	6.55%	5.77%
Total	<u>735,000</u>	<u>100%</u>	<u>100,000</u>	<u>13.61%</u>	<u>100%</u>



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## LETTER FROM THE BOARD

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**(i) *Particulars of the Sisram Grantees***

The Sisram Grantees of the Sisram Options under the Sisram Medical Plan include (i) 96 named individuals being the founders of Alma Lasers and/or existing senior management personnel of Alma Lasers; and (ii) the other Sisram Grantees. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, none of the Sisram Grantees is a core connected person of the Company as at the Latest Practicable Date.

**(i) *The Named Sisram Grantees***

The proposed grant of Sisram Options under the Sisram Medical Plan to the 96 named individuals was to recognize their contributions to the strategic management and leadership in Alma Lasers, as well as the development and performance of Alma Lasers, and to provide motivation and to retain on-going relationship with these individuals, the contributions of whom are beneficial to the development of Alma Lasers.

They will be granted Sisram Options to subscribe for an aggregate of 51,860 Shares in Sisram Medical, representing approximately 7.06% of the existing issued share capital of Sisram Medical and approximately 6.21% of the issued share capital of Sisram Medical as enlarged by the Sisram Options (assuming that all options are fully exercised before adjustment).

**(ii) *The Other Sisram Grantees***

The rest of the Sisram Grantees of the Sisram Options under the Sisram Medical Plan are the employees of and other service providers to Alma Lasers, as determined by the Sisram Board. The proposed grant of Sisram Options under the Sisram Medical Plan to these other Sisram Grantees is to attract successful executives and personnel, and to retain their services and to build long-term relationships with such personnel whose contributions would be beneficial to the development of Alma Lasers and the Sisram Group as a whole. They will be granted Sisram Options to subscribe for an aggregate of 48,140 Shares in Sisram Medical, representing approximately 6.55% of the existing issued share capital of Sisram Medical and approximately 5.77% of the issued share capital of Sisram Medical as enlarged by the Sisram Options (assuming that all options are fully exercised before adjustment).

**(ii) *Purchase Price***

The purchase price for the proposed options to be granted to the Sisram Grantees is approximately US\$201.25 per Share, which is equivalent to the value per share of Sisram Medical in line with the consideration reflecting its investment in the acquisition of the 95.16% equity interest in Alma Lasers.

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## LETTER FROM THE BOARD

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**(iii) *Duration of the Sisram Medical Plan and Option Period***

The Sisram Medical Plan shall be valid for a period of 10 years from the date of its adoption. The option period is a period to be determined by the Sisram Board at its absolute discretion and notified by the Sisram Board to each Sisram Grantee as being the period during which an option may be exercised, and such period shall not be longer than 10 years after the date of the grant of the option. A Sisram Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the expiry of the option period or upon the termination of a Sisram Participant's employment with Sisram Medical in accordance with the terms of the Sisram Medical Plan.

**(iv) *Other Conditions of the Grant***

The termination and lapse of the Sisram Options to be granted under the Sisram Medical Plan to the Sisram Grantees will be subject to the conditions of the Sisram Medical Plan.

Two-thirds (2/3) of the Sisram Options granted shall vest over time and the remaining one-third (1/3) to vest based on certain performance criteria as specified in their respective Award Agreement.

The Shares to be allotted upon the exercise of a Sisram Option will not carry voting rights until completion of the registration of the Sisram Grantee as the holder thereof. Subject to the aforesaid, Shares allotted and issued on the exercise of Sisram Options will rank *pari passu* with, and shall have the same voting right, dividend, transfer and other rights as the Shares in issue of Sisram Medical.

No consideration is payable to Sisram Medical upon acceptance of the Sisram Option in accordance with the terms of the Sisram Medical Plan.

**(v) *Reasons for Granting the Sisram Options under the Sisram Medical Plan to the Sisram Grantees***

Sisram Medical is an indirect non-wholly-owned subsidiary of Fosun Pharma. As at the Latest Practicable Date, Sisram Medical held 95.16% equity interest in Alma Lasers. Alma Lasers is a global medical technology company that designs, develops, manufactures and markets medical and cosmetic, energy-based devices.

The Board considers that the granting of the Sisram Options under the Sisram Medical Plan to the Sisram Grantees would give such personnel an opportunity to have a personal stake in Sisram Medical. It is envisaged that with the personal interest, it would lead to further enhancement on the commitment and participation by the Sisram Grantees, whom are primarily the senior management personnel of Alma Lasers, in the business of Alma Lasers, as their personal interests would be

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## LETTER FROM THE BOARD

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tied with that of Alma Lasers. It is envisaged that with the personal interest, the Sisram Grantees would be more motivated to optimize their performance efficiency for the benefit of Alma Lasers. Accordingly, the Directors consider that the proposed grant of Sisram Options under the Sisram Medical Plan to the Sisram Grantees is beneficial to the Sisram Group and its shareholders as a whole.

### **(d) Reasons for and Benefits of the Sisram Medical Plan**

The Directors consider that in order to enhance management participation in Alma Lasers, it is important that they would be offered an opportunity to obtain ownership interest in Sisram Medical and to enjoy the results of Sisram Medical attained through their efforts and contributions.

Accordingly, the Directors consider that it is in the interests of the Sisram Group and its shareholders as a whole to approve the adoption of the Sisram Medical Plan and the proposed grant of options under the Sisram Medical Plan to the Sisram Grantees.

### **(e) Hong Kong Listing Rules Implication**

The Sisram Medical Plan constitutes a share option scheme pursuant to Chapter 17 of the Hong Kong Listing Rules. Pursuant to Rule 17.03(3) of the Hong Kong Listing Rules, the total number of securities which may be issued upon exercise of all Sisram Options to be granted under the Sisram Medical Plan and any other schemes must not in aggregate exceed 10% of the relevant class of securities of Sisram Medical in issue as at the date of approval of the scheme. Note (1) to Rule 17.03(3) provides further that the Company may seek separate approval by its shareholders in general meeting for granting Sisram Options beyond the 10% limit. As the proposed grant of Sisram Options under the Sisram Medical Plan would in aggregate exceed 10% of the issued share capital of Sisram Medical as at the date of the AGM, the Company is seeking approval from the Fosun International Shareholders for a specific mandate on the proposed grant of Sisram Options.

The Sisram Medical Plan would only take effect upon the approval by the Fosun Pharma Shareholders at the general meeting of Fosun Pharma as well as the approval by the Fosun International Shareholders at the AGM.

## **III. RESPONSIBILITY STATEMENT**

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Hong Kong 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 circular 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 circular misleading.

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## LETTER FROM THE BOARD

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### IV. AGM

A notice convening the AGM to be held at 10 a.m. on Thursday, 28 May 2015 at Grand Ballroom, 1st Floor, Grand Hyatt Hong Kong, 1 Harbour Road, Wanchai, Hong Kong as set out in the general mandate circular of the Company and a form of proxy for the AGM are despatched together with this circular. Whether or not you are able to attend the AGM, you are requested to complete, sign and return the enclosed form of proxy in accordance with the instructions printed thereon and return the same to the share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the AGM or any adjournment thereof. Completion and return of the enclosed form of proxy will not preclude you from attending and voting in person at such meeting or any adjournment meeting should you so wish.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, none of the Sisram Grantees and their respective associates is Fosun International Shareholder and entitled to vote at the AGM. Further, no Fosun International Shareholder has any material interest in the resolutions to be proposed at the AGM and therefore, no Fosun International Shareholder is required to abstain from voting at the AGM.

### V. CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed from Friday, 22 May 2015 to Thursday, 28 May 2015, both days inclusive, during which period no transfer of shares will be effected. In order to be eligible to attend and vote at the AGM to be held on Thursday, 28 May 2015, all share transfer documents accompanied by the relevant share certificates and other relevant documents, if any, must be lodged with Computershare Hong Kong Investor Services Limited, the share registrar of the Company, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration no later than 4:30 p.m. on Thursday, 21 May 2015.

### VI. VOTING BY POLL

Pursuant to Rule 13.39(4) of the Hong Kong Listing Rules, any vote of shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. Accordingly, all resolutions will be put to vote by way of poll at the AGM. An announcement on the poll vote results will be made by the Company after the AGM in the manner prescribed under Rule 13.39(5) of the Hong Kong Listing Rules.

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## LETTER FROM THE BOARD

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### VII. RECOMMENDATIONS

The Board (including the independent non-executive Directors) considers that the proposed resolutions are fair and reasonable and in the best interests of the Company and the Fosun International Shareholders as a whole, and therefore recommend the Fosun International Shareholders to vote in favour of the resolutions proposed at the AGM.

By order of the Board  
**Fosun International Limited**  
**Guo Guangchang**  
*Chairman*

The following is a summary of the principal terms of the Sisram Medical Plan proposed for adoption at the AGM:

**1.    PURPOSE OF THE SISRAM MEDICAL PLAN**

The Sisram Medical Plan is intended to provide an incentive to retain, by Sisram Medical and its Affiliates, persons of training, experience, and ability, to attract new employees, directors, consultants, service providers and any other entity which the Sisram Board or the Committee shall decide their services are considered valuable to the Sisram Medical, to encourage the sense of proprietorship of such persons, and to stimulate the active interest of such persons in the development and financial success of Sisram Medical by providing them with opportunities to obtain Shares of Sisram Medical, pursuant to the Sisram Medical Plan.

**2.    WHO MAY JOIN AND BASIS OF ELIGIBILITY**

The persons eligible for participation in the Sisram Medical Plan shall include any Sisram Employees and/or Non-Sisram Employees of Sisram Medical or any of its Affiliates, and the basis for their eligibility shall be determined by the Sisram Board based on such Sisram Participant's contribution or potential contribution to the development and growth of Sisram Medical.

**3.    MAXIMUM NUMBER OF SHARES**

The total number of Shares which may be issued upon exercise of all options to be granted under the Sisram Medical Plan is 106,500 Shares, representing approximately 14.49% of the issued share capital at the date of approval of Sisram Medical Plan. Subject to adjustment from time to time pursuant to the terms of the Sisram Medical Plan, a maximum of 100,000 Shares, representing approximately 13.61% of Sisram Medical's issued share capital as at the date of the approval of this Sisram Medical Plan, shall be available for issuance under the Sisram Medical Plan. The Sisram Board shall resolve from time to time to reserve a sufficient number of authorized but unissued Shares (and/or previously issued Shares (such issued Shares, if any, being held in trust for such purpose or held as dormant Shares by Sisram Medical or its Affiliates)), for the purposes of the Sisram Medical Plan and for the purposes of any other equity incentive Plan which have previously been, or may in the future be, adopted by Sisram Medical. In addition, to the extent necessary, the Sisram Board shall, subject to adjustment from time to time pursuant to the terms of the Sisram Medical Plan, reserve an additional six thousand five hundred (6,500) Shares, representing approximately 0.88% of Sisram Medical's issued share capital at the date of approval of the Sisram Medical Plan. Sisram Medical will use its reasonable endeavor to obtain the necessary regulatory (including but not limited to the Hong Kong Stock Exchange) and other approvals (including approval from the shareholders of Fosun Pharma and/or Fosun International, where applicable) and other measures in order to increase the share pool under the Plan in the event that additional Shares are required in order to satisfy the requirements under the terms of the Sisram Medical Plan.

**4.    MAXIMUM NUMBER OF AWARDS TO ANY ONE INDIVIDUAL**

The maximum number of Shares issued and to be issued upon the exercise of the Awards granted under the Sisram Medical Plan and any other share option schemes of Sisram Medical to the Participation in the Sisram Medical Plan (including both exercised and outstanding Awards), in any twelve (12) month period up to the date of grant shall not exceed one percent (1%) of the number of Shares in issue as at the date of grant unless (i) the issue of a circular by Fosun International and Fosun Pharma containing such particulars as may be required by the Hong Kong Listing Rules from time to time is dispatched to their respective shareholders; (ii) the shareholders of Fosun International and Fosun Pharma approve the grant of the Awards in excess of the one percent (1%) limit referred to in this paragraph; and (iii) the relevant Sisram Participant and its associates shall abstain from voting. The number and terms (including the subscription price) of Awards to be granted to such Sisram Participant must be fixed prior to the filing of the notice for approval to the Fosun International and Fosun Pharma shareholders.

**5.    TIME OF EXERCISE OF SISRAM OPTIONS**

The Sisram Options may be exercised by the Sisram Participant in whole at any time or in part from time to time, to the extent that the Sisram Options become vested and exercisable, prior to the Sisram Option Expiration Date, and provided that, subject to the provisions of the terms of the Sisram Medical Plan, the Sisram Participant is employed by or providing services to Sisram Medical or any of its Affiliates, at all times during the period beginning with the granting of the Sisram Option and ending upon the date of exercise.

**6.    MINIMUM PERIOD A SISRAM OPTION MUST BE HELD**

Subject to the provisions of the Sisram Medical Plan, each Sisram Option shall vest and become exercisable commencing on the Vesting Date thereof, as determined by the Sisram Board or the Committee, for the number of Shares as shall be provided in the Award Agreement. However, no Sisram Option shall be exercisable after the Sisram Option Expiration Date.

Unless determined otherwise in the relevant Award Agreement, with respect to any, some or all Sisram Options, each Sisram Option shall vest and become exercisable over a four (4) year period from its Date of Grant, such that one-sixteenth (1/16) of such Shares shall vest at the end of each three (3) month period, on each anniversary of the Date of Grant, commencing on the first anniversary, provided that the Sisram Participant remains continuously employed by or in the service of Sisram Medical or its Affiliate during the relevant year. However, the Committee, in its absolute discretion, may, on such terms and conditions as it may determine to be appropriate, accelerate or otherwise change the time at which such Sisram Option or any portion thereof may be exercised. The Award Agreement may contain other provisions with respect to any Sisram Option and the provisions of an Award Agreement with one Sisram Participant and may not be the same as another Award Agreement with another Sisram Participant.

**7. PERFORMANCE TARGETS**

Unless otherwise determined by the Sisram Board and specified in the Award Agreement, there are no general performance targets that must be achieved before the Sisram Options can be exercised.

**8. PAYMENT ON APPLICATION OR ACCEPTANCE**

No payment to Sisram Medical shall be required to be made by the Sisram Participant upon the grant of a Sisram Option.

**9. BASIS OF DETERMINATION OF THE EXERCISE PRICE**

The Purchase Price shall be as determined by the Committee but shall not be less than the Fair Market Value of the Shares on the Date of Grant.

The Purchase Price of each Share subject to a Sisram Option shall be determined by the Sisram Board or the Committee at its sole and absolute discretion in accordance with Applicable Law, and, if such authority is delegated by the Sisram Board to the Committee in compliance with the then effective Applicable Law, it shall be subject to any guidelines as may be determined by the Sisram Board from time to time. Each Award Agreement will contain the Purchase Price determined for each Sisram Option covered thereby (but in any event, not less than the par value of the Share issuable upon exercise thereof).

**10. RANKING OF SHARES**

The Sisram Participants shall not be deemed owners of the Shares issuable upon the exercise of Sisram Options and shall not have any of the rights or privileges of shareholders of Sisram Medical in respect of any Shares purchasable upon the exercise of any part of a Sisram Option, until registration of the Sisram Participant as holder of such Shares in Sisram Medical's register of shareholders upon exercise of the Sisram Option in accordance with the provisions of the Sisram Medical Plan.

With respect to all Shares (but excluding, for avoidance of any doubt, any unexercised Sisram Options) allocated or issued upon the exercise or settlement of Awards and held by the Sisram Participant, but in any event, subject to any and all rights attached to the class of Shares issued pursuant to any Award, the Sisram Participant shall be entitled to receive dividends in accordance with the quantity of such Shares, subject to the provisions of the articles of association of Sisram Medical and subject to any applicable taxation on distribution of dividends.

**11. LIFE OF THE SISRAM MEDICAL PLAN**

The Sisram Medical Plan shall terminate at the end of ten (10) years from its day of adoption, unless terminated earlier in accordance with the terms of the Sisram Medical Plan.



**12. CIRCUMSTANCES UNDER WHICH SISRAM OPTIONS WILL AUTOMATICALLY LAPSE**

A Sisram Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- 12.1. the date set forth in the Award Agreement;
- 12.2. the expiration of any extended period in any of the events set forth in the Sisram Medical Plan;
- 12.3. in the event of termination of Sisram Participant's employment or services, with Sisram Medical or any of its Affiliates; or
- 12.4. the date on which the event as specified in 13(1) to (5) and (10) below becomes effective.

**13. ADJUSTMENTS**

Upon the occurrence of any of the following described events, Sisram Participant's rights to Shares under the Sisram Medical Plan shall be adjusted as hereafter provided, in each case, subject to the approval of the applicable tax authority, to the extent required:

- 13.1. In the event of a Transaction, the unexercised Awards then outstanding under the Sisram Medical Plan shall be assumed or substituted for awards covering an appropriate number of shares of such class of shares, or other securities (as determined by Sisram Medical), of the Successor Company (or a parent or subsidiary of the Successor Company), per each Share underlying the assumed or substituted Award, as were distributed to the holders of Shares of Sisram Medical per each Share held, in connection with and pursuant to the Transaction. In the case of such assumption and/or substitution of Awards, appropriate adjustments shall be made to the Purchase Price, if applicable, so as to reflect such action and all other terms and conditions of the Award agreements shall remain unchanged, including but not limited to the vesting schedule, all subject to the determination of the Committee or the Sisram Board, which determination shall be in their sole discretion and final. Sisram Medical shall notify the Sisram Participant of the Transaction in such form and method as it deems applicable and at such time in advance as notified to the holders of all other Shares.
- 13.2. Notwithstanding the above and subject to any Applicable Law, the Sisram Board shall have full power and authority to determine with respect to any Awards, if, in any such Transaction, the Successor Company (or parent or subsidiary of the Successor Company) does not agree to assume or substitute all or any portion of any Awards, the vesting such Awards shall be accelerated so that any such Awards then unvested shall be immediately vested.

- 13.3. Notwithstanding the above and subject to any Applicable Law, unless the Committee determines otherwise with respect to certain Award(s), if, in any such Transaction, the Successor Company (or parent or subsidiary of the Successor Company) does not agree to assume or substitute for the Awards, all Awards shall expire as of immediately prior to the consummation of the Transaction.
- 13.4. For the purposes of (i) above, an Award shall be considered assumed or substituted if, following the Transaction, the assumed or substituted Award confers the right to purchase or receive, for each Share underlying such an assumed or substituted Award immediately prior to the Transaction, the consideration (whether shares, options, cash, or other securities or property) received in the Transaction for each Share held by holders of Shares of Sisram Medical on the effective date of the Transaction (and if such holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares) equal in value to the Shares subject to the Award immediately prior to the consummation of the Transaction less the Purchase Price, if any; provided, however, that if such consideration received in the Transaction is not solely shares (or their equivalent) of the Successor Company or its parent or subsidiary, the Sisram Board may, with the consent of the Successor Company, provide for the consideration to be received upon the exercise of the assumed or substituted Award to be solely shares (or their equivalent) of the Successor Company or its parent or subsidiary equal in Fair Market Value to the per Share consideration received by holders of a majority of the outstanding shares in the Transaction; and provided further that the Sisram Board may determine, in its discretion, that in lieu of such assumption or substitution of Awards for awards of the Successor Company or its parent or subsidiary, such Awards will be substituted for any other type of asset or property.
- 13.5. If Sisram Medical is voluntarily liquidated or dissolved while Awards remain outstanding under the Sisram Medical Plan, Sisram Medical shall immediately notify all unexercised holders of Sisram Options of such liquidation, and the Sisram Option holders shall then have ten (10) days to exercise any unexercised Vested Sisram Option held by them at that time, in accordance with the exercise procedure set forth herein. Upon the expiration of such ten (10)-day period, all remaining unexercised Sisram Options and all other Awards will terminate immediately.
- 13.6. If the outstanding shares of Sisram Medical shall at any time be changed or exchanged by declaration of a share dividend (bonus shares), share split, reverse share split, combination or exchange of shares, recapitalization, or any other like event by or of Sisram Medical, and as often as the same shall occur, then the number, class and kind of the Shares subject to the Sisram Medical Plan or subject to any Awards therefore granted, and the Purchase Prices, if applicable, shall be appropriately and equitably adjusted so as to maintain the proportionate number of Shares without changing the aggregate Purchase Price, provided, however, that no adjustment shall be made by reason of the distribution of subscription rights (rights offering) on outstanding shares.

Upon occurrence of any of the foregoing, the class and aggregate number of Shares issuable pursuant to the Sisram Medical Plan in respect of which Awards have not yet been exercised, shall be appropriately adjusted, all as will be determined by the Sisram Board whose determination shall be final.

- 13.7. The Purchase Price of the Awards shall be subject to adjustment upon the distribution of a cash dividend by Sisram Medical, whereby such cash dividend distribution is funded by a debt financing (the “**Recap Dividend**”). The Purchase Price shall be reduced by the Recap Dividend amount paid in respect to one (1) Share, as determined and calculated by the Sisram Board. In the event Sisram Medical distributes a cash dividend that is not a Recap Dividend, the Sisram Board may (but shall not be obligated to) determine to apply an adjustment to the Purchase Price of the Awards at its sole discretion on the terms and conditions it shall deem appropriate and as it shall calculate in its sole discretion. Despite the aforementioned, in no event shall the aforementioned (if applied) adjustments cause the Purchase Price to be less than the nominal value of the Shares. In addition, the implementation of such adjustments (if applied) shall be conditioned upon the receipt of a tax ruling from the Israeli Tax Authority to the extent necessary. If Sisram Medical’s Shares are at any time listed for trade on any stock exchange, the mechanism for the aforementioned adjustments of the Purchase Price may be amended by the Sisram Board in accordance with the requirements or customary mechanism implemented on the applicable stock exchange.
- 13.8. Except as expressly provided herein, no issuance by Sisram Medical of Shares of any class, or securities convertible into Shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award.
- 13.9. Notwithstanding anything to the contrary mentioned above, subject to this Section, the Sisram Participant shall not be entitled to receive a portion of a Share, and the number of Shares allocated to the Sisram Participant pursuant to any adjustments made pursuant to this section, shall be rounded as to nearest whole number of share and the provisions of this Plan shall apply accordingly.
- 13.10. Anything herein to the contrary notwithstanding, if prior to the completion of the IPO all or substantially all of the shares of Sisram Medical are to be sold, or in case of a Transaction, all or substantially all of the shares of Sisram Medical are to be exchanged for securities of another company, then each Sisram Participant shall be obliged, and by signing an Award Agreement shall be deemed to have irrevocably and unconditionally agreed, to sell or exchange, as the case may be, any Shares such Sisram Participant purchased under the Sisram Medical Plan, in accordance with the instructions issued by the Sisram Board in connection with the Transaction, whose determination shall be final.

**14. CANCELLATION OF SISRAM OPTIONS GRANTED BUT NOT EXERCISED**

Any cancellation of Sisram Options granted by not exercised is subject to the consent of the affected Sisram Participants.

**15. TREATMENT OF SISRAM OPTION GRANTED UNDER THE SISRAM MEDICAL SCHEME BUT NOT YET EXERCISED AT TIME OF TERMINATION**

The Sisram Board may at any time, alter, suspend or terminate the Plan. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Sisram Participant, unless mutually agreed otherwise between the Sisram Participant and Sisram Medical, which agreement must be in writing and signed by the Sisram Participant and Sisram Medical. Sisram Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the Sisram Medical Plan.

**16. TRANSFERABILITY OF SISRAM OPTION**

No Award, or any right with respect thereto, shall be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner, to any third party whatsoever, except as specifically allowed under the Sisram Medical Plan or otherwise permitted by the Committee, other than by will or by the laws of descent or distribution, and during the lifetime of the Sisram Participant each and all of such Sisram Participant's rights to Shares hereunder shall only relate to the Sisram Participant. Any such action made directly or indirectly, for an immediate validation or for a future one, shall be void.

**17. ALTERNATION OF THE SISRAM MEDICAL PLAN**

17.1. The Sisram Board may at any time, alter, suspend or terminate the Sisram Medical Plan. No amendment, alteration, suspension or termination of the Sisram Medical Plan shall impair the rights of any Sisram Participant, unless mutually agreed otherwise between the Sisram Participant and Sisram Medical, which agreement must be in writing and signed by the Sisram Participant and Sisram Medical. Termination of the Sisram Medical Plan shall not affect the Sisram Board's or the Committee's ability to exercise the respective powers granted to them hereunder with respect to Awards granted under the Sisram Medical Plan prior to the date of such termination.

17.2. Notwithstanding the foregoing, the Sisram Board shall have the right to amend and/or alter the Sisram Medical Plan, except for:

- (i) any alteration to the advantage of the Sisram Participants or the prospective Sisram Participants (as the case may be) in respect of the matters contained in Rule 17.03 of the Hong Kong Listing Rules;
- (ii) any change to the authority of the Sisram Board in relation to any alteration to the terms of the Sisram Medical Plan; or

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**APPENDIX I      SUMMARY OF PRINCIPAL TERMS OF THE SISRAM MEDICAL PLAN**

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(iii) any material alteration to the terms and conditions of the Sisram Medical Plan or any change to the terms of the Sisram Options granted (except any alterations which take effect automatically under the terms of the Sisram Medical Plan),

shall require the approval in the applicable general meeting(s) of the shareholders of Fosun International and/or Fosun Pharma, so long as Sisram Medical remains a subsidiary of Fosun International or Fosun Pharma.

The amended terms of the Sisram Medical Plan shall still comply with Chapter 17 of the Hong Kong Listing Rules.