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Unless the context otherwise requires, terms used in this form have the same meanings as those defined in the composite offer and response document dated 22nd July 2005 jointly issued by Town Health International Holdings Company Limited and Broad Idea International Limited (the "Document"). 除文意別有所指外，本表格所採用詞彙與康健國際控股有限公司與Broad Idea International Limited所聯合刊發日期為二零零五年七月二十二日之綜合收購建議及回應文件（「文件」）所界定詞彙具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.
倘閣下欲接納收購建議，則本接納及轉讓表格適用。



TOWN HEALTH INTERNATIONAL HOLDINGS COMPANY LIMITED 康健國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)
(Stock code: 8138)
(股份代號: 8138)

FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.01 EACH IN TOWN HEALTH INTERNATIONAL HOLDINGS COMPANY LIMITED 康健國際控股有限公司每股面值0.01港元之股份之接納及轉讓表格

All parts should be completed 每項均須填寫

Branch Registrar
in Hong Kong:

Tengis Limited

Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road,
Wanchai, Hong Kong
香港灣仔告士打道56號東亞銀行港灣中心地下

香港股份過戶登記處分處:

登捷時有限公司

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below share(s) of HK\$0.01 each in Town Health International Holdings Company Limited ("Share(s)") specified below. 下述之「轉讓人」現按下列代價，向下述「承讓人」轉讓以下註明之康健國際控股有限公司每股面值0.01港元之股份（「股份」）。

Number of Share(s) (Note) 股份數目 (附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或用正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered Address 登記地址	
	Telephone Number 電話號碼	
CONSIDERATION 代價	HK\$0.037 in cash for each Share 每股股份為現金0.037港元	
TRANSFER TO TRANSFEREE 轉讓予承讓人	Name 名稱 : Broad Idea International Limited	Shop No. 37, Level 3, Hilton Plaza Commercial Centre, 3-9 Shatin Centre Street, Shatin, New Territories, Hong Kong 香港新界沙田沙田正街3-9號希爾頓中心3樓37號舖
	Correspondence Address 通訊地址	Occupation 職業 : Corporation 法人團體
PLEASE DO NOT DATE 請勿填上日期	SIGNED by the parties to this transfer, this _____ day of _____, 2005 由本過戶表格之有關人士於二零零五年 _____ 月 _____ 日簽署	

Signed by the Transferor(s) in the presence of:

轉讓人在下列見證人見證下簽署:

Name of Witness 見證人姓名

Signature of Witness 見證人簽署

Address 地址

Occupation 職業

ALL JOINT
HOLDERS MUST
SIGN HERE

所有聯名持有人
均須於本欄
個別簽署

Signature(s) of Transferor(s)
轉讓人簽署

Signed by the Transferee in the presence of:

承讓人在下列見證人見證下簽署:

Name of Witness 見證人姓名

Signature of Witness 見證人簽署

Address 地址

Occupation 職業

Do not complete 請勿填寫本欄

For and on behalf of 代表
Broad Idea International Limited

Signature of Transferee
承讓人簽署

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this form and you have signed this form, you will be deemed to have accepted the Offer for your entire registered holding of Shares.

附註: 請填上接納收購建議之股份總數。如閣下已簽署本表格，惟並無在本表格上填上數目或所填數目超過閣下之登記持股量，則閣下將被視為已就登記持有之全部股份接納收購建議。

Personal Data

Personal information collection statement

The main provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") came into effect in Hong Kong on 20th December, 1996. This Personal Information Collection Statement informs the Shareholders as the data subjects, of the policies and practices of the Offeror and Kingston Securities in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

From time to time it is necessary for Shareholders to supply their latest correct personal data to the Offeror and/or Kingston Securities in relation to the Offer.

Failure to supply the requested data may result in delay or inability of the Offeror and/or Kingston Securities in honouring the Offer. It is important that Shareholders must inform the Offeror and Kingston Securities immediately of any inaccuracies in the data supplied.

2. Purposes

Your personal data may be used, held and/or stored (by whatever means) for the following purposes:

- conducting or assisting to conduct signature verifications, any verification or exchange of information;
- establishing benefit entitlements of the Shareholders in the Offer;
- distributing communications from the Offeror and/or Kingston Securities;
- making disclosure as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Kingston Securities to discharge their obligations to shareholders and/or regulators and any other purposes to which Shareholders may from time to time agree.

3. Transfer of personal data

Personal data held by the Offeror and/or Kingston Securities relating to you will be kept confidential but the Offeror and/or Kingston Securities may, to the extent necessary for achieving the above purposes 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) your personal data to, from or with any and all of the following persons and entities:

- the Company, or their appointed agents such as financial advisers, legal advisers and registrars;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Kingston Securities in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or government bodies; and
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or stockbrokers, etc.

By signing this application form, you agree to all of the above.

4. Access to and correction of personal data

The Ordinance provides the Shareholders with rights to ascertain whether the Offeror and/or Kingston Securities hold their personal data, to obtain a copy of such data, and to correct any personal data that is inaccurate.

In accordance with the Ordinance, the Offeror and/or Kingston Securities have the right to charge a reasonable fee for the processing any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and kinds of data held should be addressed to the Offeror and Kingston Securities.

By signing this form, your agree to all of the above.

個人資料

個人資料收集聲明

個人資料(私隱)條例(「該條例」)之主要規定於一九九六年十二月二十日在香港開始生效。編製本個人資料收集聲明旨在向股東(即資料提供者)提供、收購方及金利豐證券有關個人資料及該條例之政策及常規。

1. 收集 閣下個人資料之原因

就股東不時需要就收購建議、向收購方及/或金利豐證券提供彼等之最新準確個人資料。

如未能提供所需資料,則可能會導致收購方及/或金利豐證券履行彼等於收購建議之責任時出現延誤或無法執行任務。如股東提供之資料存在任何謬誤,務須立即通知收購方及金利豐證券。

2. 用途

閣下之個人資料或會基於下列原因而使用、持有及/或存備(不論以何種方式):

- 進行或協助進行簽名式樣查證及任何其他查證或交換資料;
- 確立股東於收購建議之應享利益;
- 由收購方及/或金利豐證券發放訊息;
- 遵照法例、規則及規例(不論是否法定)作出披露;
- 就協助申索應享權利披露有關資料;及
- 與上述各項有關之任何其他附帶或關連用途及/或致使收購方及/或金利豐證券履行其對持有股東之責任及/或監管機關及股東不時同意之任何其他用途。

3. 轉交個人資料

收購方及/或金利豐證券所持有有關 閣下個人資料將會保密,惟收購方及/或金利豐證券可作出其認為達成上述所有或任何目的作屬必須之查詢,以確定個人資料之準確性,特別是可向 閣下之下列任何或所有之人士或機構披露、取得及移交(無論在香港境外或境內)個人資料:

- 公司或其委任之代理,例如財務顧問、法律顧問及股份過戶登記處;
- 向收購方及/或金利豐證券就其業務營運而提供行政、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;
- 聯交所、證監會及任何監管機關或政府機構;及
- 與或擬與 閣下進行買賣之任何其他人士或機構,如 閣下之銀行、律師、會計師或股票經紀等。

閣下簽署本申請表格即表示 閣下完全同意上述各項。

4. 存取及更改個人資料

該條例授予股東權力,有確定收購方及/或金利豐證券是否持有 閣下個人資料、取得該等資料之副本及更正任何不確資料。

根據該條例,收購方及/或金利豐證券有權就處理任何存取資料要求而收取合理費用。所有關於存取或更正個人資料或提供有關政策、常規及資料類別之要求,應向收購方及/或金利豐證券提出。

閣下簽署本表格即表示 閣下完全同意上述各項。

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form or as to the action to be taken, you should consult a licensed dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or otherwise transferred all your Share(s), you should at once hand this form and the accompanying Document to the purchaser(s) or the transferee(s) or a licensed dealer or 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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The making of the Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction.

How to complete this form

The Offer is unconditional. This form should be read in conjunction with the accompanying Document.

To accept the Offer made by Kingston Securities, on behalf of the Offeror, you should complete and sign this form and forward this form together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) by post or by hand, marked "Town Health Offer" on the envelope, to the Registrar, **Tengis Limited at Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong** as soon as possible after the commencement of the Offer, but in any event so as to reach the Registrar by **not later than 4:00 p.m. on Friday, 12th August 2005 (Hong Kong time)** or such later time and date as the Offeror may announce. The provisions of Appendix I to the Document are incorporated into and form part of this form.

Form of Acceptance and Transfer in respect of the Offer

To: Kingston Securities and the Offeror

1. My/Our execution of this form overleaf (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:

- (a) my/our irrevocable acceptance of the Offer made by Kingston Securities on behalf of the Offeror, as contained in the Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned in respect of the number of Shares specified in this form or, if no such number is specified or a number greater than the number of which I/we am/are registered as holder(s) is specified, in respect of all such Shares as to which I/we am/are registered as holder(s);
- (b) my/our irrevocable instruction and authority to the Offeror and/or Kingston Securities or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer after deducting all stamp duty payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our risk to the person named below or, if no name and address is stated below to the registered shareholder or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of Town Health International Holdings Company Limited.

(Here insert name and address of the person to whom the cheque is to be sent, if different from the registered shareholder or the first-named of joint registered shareholders.)

Name: (in block capitals)

Address: (in block capitals)

- (c) my/our irrevocable instruction and authority to the Offeror and/or Kingston Securities or such person or persons as they may direct for the purpose, on my/our behalf, to make and execute the contract note required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to the Offeror and/or Kingston Securities or such person or persons as they may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this form or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this form and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s);
 - (e) my/our irrevocable instruction and authority to the Offeror and/or Kingston Securities or their respective agent(s) to collect from Town Health International Holdings Company Limited or the Registrar on my/our behalf the share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Registrar together with this form;
 - (f) my/our 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 transfer my/our Share(s) to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, claims, equities and encumbrances and together with all rights attaching thereto, including the right to receive all dividends and distributions declared, made or paid on such Share(s) on or after the date the Offer is made; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Kingston Securities or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror that the number of Share(s) specified in this form are sold free from all third party rights, liens, charges, claims, equities and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Share(s) on or after the date the Offer is made.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) together with this form duly cancelled, by ordinary post at my/our risk to the person and address states in 1(b) above or, if no name and address is stated, to me/us or the first-named of us (in the case of joint registered shareholders) at the registered address referred to above.

Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by Kingston Securities and/or the Offeror or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).

4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which is/are to be held by me/us on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any form(s), share certificate(s), transfer receipt(s) or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We acknowledge that, save as expressly provided in the Document, the acceptance, all instructions, authorization and undertakings hereby given shall be irrevocable.

本表格乃重要文件，請即處理。閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢持牌交易商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下股份全部售出或轉讓，務請立即將本表格連同隨附文件，送交買主或承讓人或經手買賣或轉讓之持牌交易商或股票經紀或其他代理商，以便轉交買主或承讓人。

香港聯合交易所有限公司及香港中央結算有限公司對本表格（本表格為文件一部分）內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本表格全部或任何部分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。

向駐居香港以外司法權區之若干人士提出收購建議，可能會受到有關司法權區法例影響。倘閣下為香港以外司法權區公民或居民或國民，應自行了解及遵守任何適用法例規定。閣下如欲接納收購建議，即有責任自行完全遵守有關司法權區在此方面之法例，包括獲得任何可能需要之政府、外匯管制或其他方面之同意或辦理其他必須之手續及就有關司法權區支付任何轉讓或其他稅項。

填寫本表格之方法

收購建議乃無條件。務請與隨附文件一併細閱本表格。

閣下如接納由金利豐證券代表收購方提出之收購建議，務請填妥及簽署本表格，然後將本表格連同有關股份數目之股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需滿意彌償保證），於收購建議開始後，盡早郵寄或親身交回股份過戶登記處登捷時有限公司，地址為香港灣仔告士打道56號東亞銀行港灣中心地下，信封面請註明「康健國際收購建議」，惟無論如何必須於二零零五年八月十二日星期五香港時間下午四時正或收購方可能公佈之較後時間及日期前，送達股份過戶登記處。文件附錄一所載規定組成本表格其中部分。

收購建議之接納及轉讓表格

致：金利豐證券及收購方

1. 本人／吾等簽署背頁表格（無論此表格是否已註明日期），本人／吾等之承繼人及承讓人將受此約束，即表示：

- (a) 本人／吾等按文件所載由金利豐證券代表收購方提出之收購建議之代價及條款與條件，並受本表格條款及條件限制，就本表格所註明數目之股份，不可撤回地接納收購建議；或如未有註明數目或註明之數目多於本人／吾等名下登記持有之股份數目，則本人／吾等名下登記持有之全部該等股份將被視作接納論；
- (b) 本人／吾等向收購方及／或金利豐證券或彼等各自之代理作出不可撤回指示及授權，將本人／吾等根據收購建議之條款應得之現金代價，經扣除本人／吾等就接納收購建議而應付之一切印花稅後，以「不得轉讓—只准入抬頭人賬戶」方式劃線開出支票予本人／吾等，然後以平郵寄交下述人士，或如無填上姓名及地址，則按康健國際控股有限公司股東名冊之登記地址，寄交登記股東或（如屬聯名登記股東）吾等中排名首位者，郵誤風險概由本人／吾等自行承擔。

（如收取支票之人士並非登記股東或排名首位聯名登記股東，則請在本欄填上收取支票人士之姓名及地址。）

姓名：（請以正楷填寫）

地址：（請以正楷填寫）

- (c) 本人／吾等向收購方及／或金利豐證券或彼等可能就此指定之人士作出不可撤回指示及授權，代表本人／吾等以根據收購建議出售股份之賣方身分，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須由本人／吾等訂立及簽署之買賣單據，並按該條例之規定安排繳付印花稅及在本表格背書證明；
- (d) 本人／吾等向收購方及／或金利豐證券或彼等可能指定之人士作出不可撤回指示及授權，代表本人／吾等填妥及簽署任何文件，包括但不限於在本表格填上日期，或如本人／吾等或任何其他人士已填上日期，則刪去該日期，然後另行填上日期，以及填上、刪去、修改或改填本表格所列承讓人，並辦理任何其他必須或適當之手續，以將本人／吾等之股份轉歸收購方或其指定人士所有；
- (e) 本人／吾等向收購方及／或金利豐證券或其各自代理作出不可撤回指示及授權，代表本人／吾等交出隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（及／或任何就此所需滿意彌償保證），向康健國際控股有限公司或股份過戶登記處，領取本人／吾等就股份而應獲發給之股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處在收購建議之條款及條件限制下持有該等股票，猶如該等股票已連同本表格一併交回股份過戶登記處無異；
- (f) 本人／吾等承諾在必須或適當時，簽署其他文件及辦理其他手續及事項，以確保本人／吾等向收購方或其指定人士轉讓之股份概不附帶任何第三方權利、留置權、抵押、索償、平衡權益及產權負擔，並附有股份所附帶一切權利，包括有權收取於提出收購建議日期或之後就該等股份所宣派、作出或派付之一切股息及分派；及
- (g) 本人／吾等同意認可各項及一切由收購方及／或金利豐證券或其各自代理或其／其指定人士在行使本表格所載任何權力時所辦理或完成之手續或事項。

2. 本人／吾等明瞭，本人／吾等接納收購建議，將被視為向收購方保證，本表格所註明數目之股份概不附帶任何第三方權利、留置權、抵押、索償、平衡權益及產權負擔，並附有股份所附帶一切權利，包括有權收取於提出收購建議日期或之後就該等股份所宣派、作出或派付之所有股息及分派。

3. 倘本人／吾等之接納根據收購建議之條款乃屬無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，而本人／吾等授權並要求貴公司將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需滿意彌償保證），連同已正式註銷之本表格，以平郵一併寄回上文第1(b)段所述人士及地址或，如無填上姓名及地址，則按上述登記地址寄回本人或（如屬聯名登記股東）吾等中排名首位者，郵誤風險概由本人／吾等自行承擔。

附註：倘閣下交回一份或多份過戶收據，而金利豐證券及／或收購方或其各自代理同時代表閣下向公司或過份過戶登記處領取有關股票，則閣下獲發還者將為此等股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部分股份之有關股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需滿意彌償保證），由貴公司按收購建議之條款及條件予以保存。本人／吾等明瞭，任何交回之表格、股票、過戶收據或任何其他所有權文件（及／或任何就此所需滿意彌償保證）概不會獲發給收據。本人／吾等進一步明瞭，一切文件將以平郵寄出，郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等明瞭，除文件明確規定外，謹此作出之所有接納、指示、授權及承諾均不得撤回。