China Health Group Limited
中國衛生集團有限公司

(Carrying on business in Hong Kong as CHG HS Limited)
(Incorporated in Bermuda with limited liability)

(Stock Code: 673)

FORM OF PROXY FOR USE AT THE SPECIAL GENERAL MEETING ON WEDNESDAY, 20 AUGUST 2025

I/We [(Note 1)] ____________________

of ____________________

being the registered holder(s) of ____________________ ordinary shares [(Note 2)] of HK$0.10 each in the ordinary share capital of China Health Group Limited (the "**Company**"), HEREBY APPOINT THE CHAIRMAN OF THE MEETING or [(Note 4)] ____________________

of ____________________

as my/our proxy to attend and vote on my/our behalf at the Special General Meeting (the "**Meeting**") of the Company to be held at 11:00 a.m. on Wednesday, 20 August 2025 at Unit 801, 8/F., China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong (or any adjournment thereof) in respect of the resolutions set out in the notice convening the Meeting (with or without modifications) as directed below or if no such indication is given, as my/our proxy thinks fit.

		ORDINARY RESOLUTIONS	FOR [(Notes 5 & 6)]	AGAINST [(Notes 5 & 6)]
1.	(a)	the conditional subscription agreement (the "**Subscription Agreement A**", a copy of which, marked "A" and signed by the chairman of the Meeting for the purpose of identification, has been produced to the Meeting) dated 30 April 2025 entered into between the Company and Ample Colour Limited ("**Subscriber A**"), pursuant to which the Company has conditionally agreed to allot and issue to, and Subscriber A has conditionally agreed to subscribe for, 500,000,000 new Shares (the "**Subscription Shares A**") at the subscription price of HK$0.1 per Share (the "**Subscription Price**") in the aggregate consideration amount of HK$50,000,000, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;		
	(b)	subject to the Listing Committee having granted approval (either unconditionally or subject to conditions) for the listing of, and permission to deal in, the Subscription Shares A and such approval not having been subsequently revoked or withdrawn, the Directors be and are hereby granted a specific mandate for the allotment and issue of Subscription Shares A in accordance with the terms and conditions of the Subscription Agreement A; and		
	(c)	any one Director be and is hereby authorised on behalf of the Company to execute all such documents (whether under common seal or not) and do all such acts and things as he may consider necessary, desirable or expedient to implement and/or to give effect to the Subscription Agreement A and the transactions contemplated thereunder.		
2.	(a)	the conditional subscription agreement (the "**Subscription Agreement B**", a copy of which, marked "B" and signed by the chairman of the Meeting for the purpose of identification, has been produced to the Meeting) dated 30 April 2025 entered into between the Company and Perfect Link Group Limited ("**Subscriber B**"), pursuant to which the Company has conditionally agreed to allot and issue to, and Subscriber B has conditionally agreed to subscribe for, 100,000,000 new Shares (the "**Subscription Shares B**") at the Subscription Price in the aggregate consideration amount of HK$10,000,000, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;		
	(b)	subject to the Listing Committee having granted approval (either unconditionally or subject to conditions) for the listing of, and permission to deal in, the Subscription Shares B and such approval not having been subsequently revoked or withdrawn, the Directors be and are hereby granted a specific mandate for the allotment and issue of the Subscription Shares B in accordance with the terms and conditions of the Subscription Agreement B; and		
	(c)	any one Director be and is hereby authorised on behalf of the Company to execute all such documents (whether under common seal or not) and do all such acts and things as he may consider necessary, desirable or expedient to implement and/or to give effect to the Subscription Agreement B and the transactions contemplated thereunder.		
3.	(a)	the conditional subscription agreement (the "**Subscription Agreement C**", a copy of which, marked "C" and signed by the chairman of the Meeting for the purpose of identification, has been produced to the Meeting, together with the Subscription Agreement A and the Subscription Agreement B, the "**Subscription Agreements**") dated 30 April 2025 entered into between the Company and 鄔琳玲 (Wu Linling) ("**Subscriber C**", together with Subscriber A and Subscriber B, the "**Subscribers**"), pursuant to which the Company has conditionally agreed to allot and issue to, and Subscriber C has conditionally agreed to subscribe for, 100,000,000 new Shares (the "**Subscription Shares C**", together with the Subscription Shares A and the Subscription Shares B, the "**Subscription Shares**") at the Subscription Price in the aggregate consideration amount of HK$10,000,000, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;		
	(b)	subject to the Listing Committee having granted approval (either unconditionally or subject to conditions) for the listing of, and permission to deal in, the Subscription Shares C and such approval not having been subsequently revoked or withdrawn, the Directors be and are hereby granted a specific mandate for the allotment and issue of the Subscription Shares C in accordance with the terms and conditions of the Subscription Agreement C; and		
	(c)	any one Director be and is hereby authorised on behalf of the Company to execute all such documents (whether under common seal or not) and do all such acts and things as he may consider necessary, desirable or expedient to implement and/or to give effect to the Subscription Agreement C and the transactions contemplated thereunder.		
4.	(a)	the conditional underwriting agreement (the "**Underwriting Agreement**", a copy of which, marked "D" and signed by the chairman of the Meeting for the purpose of identification, has been produced to the Meeting) dated 30 April 2025 entered into between the Company and Treasure Wagon Limited (the "**Underwriter**") in relation to the Rights Issue and the transactions contemplated thereunder, which constitute a special deal under Rule 25 of the Takeovers Code, be and are hereby approved, confirmed and ratified; and		
	(b)	any one Director be and is hereby authorised on behalf of the Company to execute all such documents (whether under common seal or not) and do all such acts and things as he may consider necessary, desirable or expedient to implement and/or to give effect to the Underwriting Agreement and the transactions contemplated thereunder.		
5.	(a)	the conditional placing agent agreement (the "**Placing Agent Agreement**", a copy of which, marked "E" and signed by the chairman of the Meeting for the purpose of identification, has been produced to the Meeting) dated 30 April 2025 and the amendment deed to the Placing Agent Agreement (the "**Placing Agent Agreement Amendment Deed**", a copy of which, marked "F" and signed by the chairman of the Meeting for the purpose of identification, has been produced to the Meeting) dated 22 May 2025 both entered into between the Company and Great Bay Securities Limited (the "**Placing Agent**") in relation to the Placing and the transactions contemplated thereunder, which constitute a special deal under Rule 25 of the Takeovers Code, be and are hereby approved, confirmed and ratified; and		
	(b)	any one Director be and is hereby authorised on behalf of the Company to execute all such documents (whether under common seal or not) and do all such acts and things as he may consider necessary, desirable or expedient to implement and/or to give effect to the Placing Agent Agreement (as amended and supplemented by the Placing Agent Agreement Amendment Deed) and the transactions contemplated thereunder.		
		SPECIAL RESOLUTION		
6.	(a)	subject to the passing of the resolution numbered 1 above and the granting of the Whitewash Waiver (as defined below) by the Executive or any of his delegate(s) and any conditions that may be imposed thereon, the waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code (the "**Whitewash Waiver**") of the obligation on the part of Subscriber A to make a mandatory general offer for all the issued shares and other securities of the Company (other than those already owned or agreed to be acquired by Subscriber A and parties acting in concert with it) which might otherwise arise as a result of the Subscribers subscribing for the Subscription Shares pursuant to the terms and conditions of the Subscription Agreements be and is hereby approved, and		
	(b)	any one Director be and is hereby authorised on behalf of the Company to execute all such documents (whether under common seal or not) and do all such acts and things as he may consider necessary, desirable or expedient to implement and/or to give effect to the Whitewash Waiver and any matter relating or incidental thereto.		

Signature [(Note 7)]: ____________________ Date: ____________________

Notes:

1. Full name(s) and address(es) to be inserted in BLOCK CAPITALS. The names of all joint holders should be stated.
2. Please insert the number of ordinary shares registered in your name(s). If no number is inserted, this form of proxy will be deemed to relate to all the ordinary shares in the Company registered in your name(s).
3. Any member of the Company entitled to attend and vote at the Meeting is entitled to appoint another person as his/her/its proxy to attend and vote instead of him/her/it. The proxy need not be a member of the Company but must attend the Meeting in person to represent the member.
4. If any proxy other than the Chairman is preferred, strike out the words "THE CHAIRMAN OF THE MEETING or" here inserted and insert the name and address of the proxy desired in the space provided. A member of the Company who is the holder of two or more ordinary shares may appoint more than one proxy to attend and vote on his/her/its behalf at the Meeting provided that if more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed. IF NO NAME IS INSERTED, THE CHAIRMAN OF THE MEETING WILL ACT AS YOUR PROXY. ANY ALTERATION MADE TO THIS FORM OF PROXY MUST BE INITIALLED BY THE PERSON WHO SIGNS IT.
5. IMPORTANT: IF YOU WISH TO VOTE FOR ANY RESOLUTIONS, TICK THE APPROPRIATE BOXES MARKED "FOR". IF YOU WISH TO VOTE AGAINST ANY RESOLUTIONS, TICK THE APPROPRIATE BOXES MARKED "AGAINST". Failure to complete any or all the boxes will entitle your proxy to cast his/her votes at his/her discretion. Your proxy will also be entitled to vote at his/her discretion on any resolution properly put to the Meeting other than those referred to in the notice convening the Meeting.
6. All resolutions will be put to vote by way of poll at the Meeting. Every member of the Company presents in person (in the case of a member being a corporation, by its duly authorized representative) or by proxy shall have one vote for every fully paid ordinary share of which he/she/it is the holder. A person entitled to more than one vote on a poll need not use all his/her/its votes or cast all the votes he/she/it uses in the same way and in such cases, please state the relevant number of ordinary shares in the appropriate box(es) above.
7. This form of proxy must be signed by you or your attorney duly authorized in writing or, in the case of a corporation, must be either executed under its common seal or under the hand of an officer or attorney or other person duly authorized.
8. To be valid, this form of proxy together with the power of attorney (if any) or other authority (if any) under which it is signed or a certified copy thereof, must be deposited at the Company's Branch Share Registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 48 hours before the time fixed for holding this Meeting or the adjourned meeting.
9. Where there are joint holders of any share, any one of such joint holders may vote at the Meeting, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at the Meeting, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose, seniority shall be determined by the order in which the names stand in the register of members in respect of the joint holding.
10. Completion and delivery of the form of proxy will not preclude you from attending and voting at the Meeting and, in such event, your form of proxy shall be deemed to be revoked.
11. The description of these resolutions is by way of summary only. The full text appears in the notice of the Meeting dated 31 July 2025.

PERSONAL INFORMATION COLLECTION STATEMENT