

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (THE "FAT") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISOR OR OTHER PROFESSIONAL ADVISER IMMEDIATELY. THIS FAT RELATES TO THE EXIT OFFER LETTER DATED 3 NOVEMBER 2022 (THE "EXIT OFFER LETTER") IN RELATION TO THE EXIT OFFER (AS DEFINED BELOW), UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE. CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE EXIT OFFER LETTER. THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS OF MEMORIES GROUP LIMITED ("MGL" OR THE "COMPANY") WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") AS SHOWN IN THE REGISTER OF MEMBERS OF THE COMPANY AS MAINTAINED BY THE SHARE REGISTRAR (AS DEFINED BELOW) (THE "REGISTER") OF THE COMPANY MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS IN WHICH THEY ARE LOCATED. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE EXIT OFFER LETTER.

EXIT OFFER ("EXIT OFFER") BY SAC CAPITAL PRIVATE LIMITED ("SAC CAPITAL"), FOR AND ON BEHALF OF MEMORIES (2022) PTE. LIMITED (THE "OFFEROR"), TO ACQUIRE (I) ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF MGL ("SHARES") HELD BY SHAREHOLDERS OF THE COMPANY ("SHAREHOLDERS") (OTHER THAN THOSE HELD AS TREASURY SHARES AND THOSE HELD, DIRECTLY AND INDIRECTLY, BY THE OFFEROR AS AT THE DATE OF THE EXIT OFFER) AND (II) ANY SECOND TRANCHE SHARES (AS DEFINED IN THE EXIT OFFER LETTER) UNCONDITIONALLY ISSUED PRIOR TO THE CLOSING DATE (COLLECTIVELY, "OFFER SHARES").

**EXIT OFFER FOR THE OFFER SHARES OF
MEMORIES GROUP LIMITED
FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES
(THIS FAT NEED NOT BE SUBMITTED TO B.A.C.S. PRIVATE LIMITED (THE "SHARE REGISTRAR" OR "RECEIVING AGENT")
IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER)**

Exit Offer Consideration	PART A – Number of Offer Shares Tendered in Acceptance of Exit Offer	PART B – Share Certificate No(s)	FOR OFFICIAL USE						
<p>At your election:</p> <p>(a) the Cash Consideration of S\$0.047 for each Offer Share</p> <p align="center">OR</p> <p>(b) the Share Consideration of one New Offeror Share at the price of S\$0.047 per New Offeror Share, for each Offer Share.</p>	<p>Please insert the number of Offer Shares you wish to tender in acceptance of the Exit Offer in ONLY ONE of Box A or Box B⁽¹⁾.</p> <table border="1"> <tr> <td align="center">Box A CASH Consideration</td> <td align="center">OR</td> <td align="center">Box B SHARE Consideration⁽²⁾⁽³⁾</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Box A CASH Consideration	OR	Box B SHARE Consideration⁽²⁾⁽³⁾					
	Box A CASH Consideration	OR	Box B SHARE Consideration⁽²⁾⁽³⁾						
<p>Notes:</p> <p>(1) Shareholders who accept the Exit Offer may elect to receive the Cash Consideration OR the Share Consideration, and NOT a combination thereof, as the Exit Offer Consideration for their Offer Shares.</p> <p>(2) The New Offeror Shares are in a private unlisted company (unless it is converted into a public company) and Shareholders should carefully consider the restrictions attached to the Offeror Shares set out in Appendix 8 to the Exit Offer Letter and the risk factors set out in Appendix 4 to the Exit Offer Letter.</p> <p>(3) Shareholders who wish to elect to receive the Share Consideration are required to return the duly completed KYC Particulars Form together with the supporting document(s) which are satisfactory to the Offeror. Please refer to paragraph 2(e) on page 2 of this FAT for further details on the submission of the KYC Particulars Form.</p>									

NOTE: Please refer to paragraph 2 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Closing date and time: 5.30 p.m. (Singapore time) on 2 December 2022 ("Closing Date"). The Offeror does not intend to extend the Exit Offer beyond 5.30 p.m. (Singapore time) on the Closing Date. Notice is hereby given that the Exit Offer will not be open for acceptances beyond 5.30 p.m. (Singapore time) on the Closing Date.

I/We, _____ (Passport/NRIC/Company Registration Number) _____
 _____ (Full name of Shareholder and joint Shareholder(s), if any)
 of _____ (Address)
 Telephone No. (Office/Home): _____ (Handphone): _____
 E-mail: _____

do hereby transfer to the Offeror the Offer Shares as stated in Part A above comprised in the share certificate(s) stated in Part B above.
The consideration for acceptance of the Exit Offer is the Exit Offer Consideration, at your election: (a) the Cash Consideration of S\$0.047 for each Offer Share OR (b) the Share Consideration of one New Offeror Share at the price of S\$0.047 per New Offeror Share, for each Offer Share, as stated in the Exit Offer Letter. The Exit Offer Consideration is final. The Offeror does not intend to increase the Exit Offer Consideration.

My/Our acceptance of the Exit Offer at the Exit Offer Consideration by way of completion, execution and submission of this FAT, is on the terms and subject to the conditions set out below and in the Exit Offer Letter.
Acceptance Irrevocable. My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Exit Offer, on the terms and subject to the conditions contained in the Exit Offer Letter and this FAT. Except as expressly provided in the Exit Offer Letter and the Singapore Code on Take-Overs and Mergers, my/our acceptance of the Exit Offer is irrevocable and any instructions or subsequent FAT(s) received by the Receiving Agent after this FAT has been received shall be disregarded.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the Offer Shares stated in Part A above to the Offeror, and to enable the Offeror to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Exit Offer Letter.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares tendered by me/us in acceptance of the Exit Offer as or on behalf of the beneficial owner(s) thereof are, and when transferred to the Offeror, will be acquired (i) fully paid; (ii) free from all Encumbrances; and (iii) together with all rights, benefits, entitlements and advantages attached thereto as at the Exit Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) which may be declared, paid or made by the Company in respect of the Offer Shares on or after the Exit Offer Announcement Date. In the event of any such Distribution, the Exit Offer Consideration payable may be reduced by the amount of such Distribution in accordance with the terms and subject to the conditions contained in the Exit Offer Letter.

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror to date this FAT and to complete the particulars of the Offeror on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send cheques for the appropriate amounts, being the consideration for the Offer Shares validly tendered in acceptance of the Exit Offer, to me/us by ordinary post at my/our own risk to the address stated above or, if none is set out, to me/us (or in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register) at the relevant address maintained in the Register.

Return of Offer Shares. In the event that the Exit Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, I/We understand that this FAT, my/our share certificate(s) and/or any other accompanying document(s) will be returned to me/us by ordinary post to my/our relevant address as it appears in the records of the Share Registrar (or in the case of joint Shareholders, to the joint accepting Shareholder first-named in the Register), at my/our own risk as soon as possible but, in any event, not later than 14 days from the withdrawal or lapse of the Exit Offer.

Exit Offer Unconditional. If you have accepted the Exit Offer in accordance with the provisions contained herein and in the Exit Offer Letter and the Exit Offer becomes or is declared unconditional in all respects in accordance with its terms, (a) remittances for the appropriate amounts in the form of a Singapore Dollar crossed cheque drawn on a bank in Singapore for the payment of the Cash Consideration; or (b) share certificate(s) in respect of the appropriate number of New Offeror Shares for the payment of the Share Consideration or (in the case of Shareholders electing the Share Consideration which have not returned the duly completed KYC Particulars Form, together with the supporting document(s), which are satisfactory to the Offeror) remittances, for the appropriate amounts in the form of a Singapore Dollar crossed cheque drawn on a bank in Singapore for the payment of the Cash Consideration (as the case may be) will be despatched to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the Register, as the case may be) by ordinary post to their respective mailing addresses as they appear in the records of the Register, at the risk of the Shareholders, and as soon as practicable and in any event:

- (a) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received on or before the date on which the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms (the "Exit Offer Unconditional Date"), within seven (7) Business Days after that date; or
- (b) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received after the Exit Offer Unconditional Date, but on or before 5.30 p.m. (Singapore time) on the Closing Date, within seven (7) Business Days after the date of such receipt.

If you wish to accept the Exit Offer, please sign below.

If you wish to elect to receive the Share Consideration, you must also return the duly completed KYC Particulars Form enclosed in the envelope, together with the supporting document(s), which are satisfactory to the Offeror, by (i) post, in the enclosed pre-addressed envelope at your own risk, to Memories (2022) Pte. Limited, c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896, or (ii) email to main@zicoholdings.com at the same time that you have submitted the completed FAT, failing which you will receive the Cash Consideration. The last date and time that you can submit the completed FAT and the KYC Particulars Form is 5.30 p.m. (Singapore time) on the Closing Date.

FOR INDIVIDUAL SHAREHOLDERS

PLEASE SIGN HERE

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of:

Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 Address: _____)
 Occupation: _____)

 Signature of Shareholder/first-named joint Shareholder

Signed and delivered by the above-named joint Shareholder in the presence of:

Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 Address: _____)
 Occupation: _____)

 Signature of joint Shareholder, if any

FOR CORPORATE SHAREHOLDERS

The Common Seal of the above-named Shareholder was hereto affixed in the presence of:

_____)
 _____)
 Director Director/Secretary

- Notes:**
- (a) A husband must not witness the signature of his wife and vice versa.
 - (b) In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
 - (c) In the case of a corporation, this FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its Constitution and/or other constitutive documents and/or other regulations. If a corporation does not by the law of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

FOR OFFICIAL USE

The Offeror or any person nominated in writing by the Offeror (the "Transferee") hereby accepts the transfer of the number of Offer Shares as specified or comprised in this FAT, subject to the terms and conditions in the Exit Offer Letter and this FAT.
 The Common Seal of the Offeror/Transferee was hereto affixed in the presence of:

_____)
 _____)
 Director Director/Secretary

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Exit Offer in respect of all or part of the total number of Offer Shares represented by share certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificate(s) of the Offer Shares beneficially owned by them and who wish to accept the Exit Offer in respect of such Offer Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of the Exit Offer Letter and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Offer Shares in time for them to accept the Exit Offer. This FAT and the provisions herein constitute an integral part of the Exit Offer Letter. Further provisions relating to acceptance of the Exit Offer by a Shareholder are set out in Appendix 2 to the Exit Offer Letter.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, your Offer Shares are held on your behalf by CDP and you wish to accept the Exit Offer in respect of some or all of those Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Offer Shares (the "FAA") in accordance with the instructions printed thereon. A copy of the FAA may be obtained upon production of satisfactory evidence that you are a Shareholder, from CDP by contacting CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or emailing CDP at asksgx@sgx.com for instructions on how to obtain a copy of the FAA. Electronic copies of the FAA may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Disclaimer and Discretion.** The Offeror, SAC Capital and/or the Share Registrar will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Exit Offer through this FAT which is not entirely in order or which does not comply with the terms of this Exit Offer Letter and the relevant Acceptance Forms or which is otherwise incomplete, incorrect, signed but not in its originality, or invalid in any respect. If you wish to accept the Exit Offer, it is your responsibility to ensure that the relevant Acceptance Forms are properly completed and executed in all respects and are submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), SAC Capital and/or the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.

Discretion. The Offeror, SAC Capital and/or the Share Registrar each reserves the right to treat acceptances of the Exit Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in the Exit Offer Letter or in the relevant Acceptance Forms, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and in the relevant Acceptance Forms. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), SAC Capital and/or the Share Registrar accepts any responsibility or liability for such a decision, including the consequences of such a decision.

Acceptances received on Saturday, Sunday or public holiday. Acceptances in the form of this FAT received by the Share Registrar, for an on behalf of the Offeror, on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

Acceptance Irrevocable. Your completion, execution and submission of this FAT shall constitute your irrevocable acceptance of the Exit Offer, on the terms and subject to the conditions contained in this Exit Offer Letter and this FAT. Except as expressly provided in this Exit Offer Letter and the Code, the acceptance of the Exit Offer made by you using this FAT shall be irrevocable and any instructions or subsequent FAT(s) received by the Share Registrar, as the case may be, after the initial FAT has been received shall be disregarded.

2. **Acceptance.** You are entitled to elect to receive **ONLY ONE** of (i) the Cash Consideration; OR (ii) the Share Consideration, in respect of all or part of the Offer Shares as represented by the share certificate(s) accompanying this FAT.

If you wish to accept the Exit Offer in respect of all or any of your Offer Shares, you should:

(a) complete page 1 of this FAT in accordance with the provisions and instructions in the Exit Offer Letter and this FAT (which provisions and instructions shall be deemed to form part of the terms of the Exit Offer). **In particular, you must state in ONLY ONE of Box A (being the acceptance box for the Cash Consideration) or Box B (being the acceptance box for the Share Consideration) in Part A of this FAT, as the case may be, the number of Offer Shares of which you wish to accept the Exit Offer and state in Part B of this FAT the share certificate number(s) of the relevant share certificate(s).**

If you:

(i) **do not specify any number** in any of Box A or Box B in Part A of this FAT, you shall be deemed to have accepted the Exit Offer in respect of **ALL** (and not part) of your Offer Shares represented by the share certificate(s) accompanying this FAT and elected for, and will receive, the **Cash Consideration**;

(ii) specify a number of Offer Shares which is **equal to or does not exceed** the number of Offer Shares represented by the attached share certificate(s) in any one or more of Box A or Box B in Part A of this FAT, you shall be deemed to have accepted the Exit Offer only in respect of the number of Offer Shares inserted in all the completed boxes from the left and elected for, and will only receive, the form of **consideration pursuant to the first completed box from the left**; or

(iii) **check** either Box A or Box B in Part A of this FAT, or insert a number of Offer Shares in either Box A or Box B in Part A of this FAT, and the number of Offer Shares specified **exceeds** the number of Offer Shares represented by the share certificate(s) accompanying this FAT, you shall be deemed to have accepted the Exit Offer only in respect of **ALL** (and not part) of your Offer Shares represented by the share certificate(s) accompanying this FAT and elected for, and will only receive, the form of consideration **pursuant to the first completed box from the left**.

For the purposes of this FAT, a "check" is defined as a "✓" or "X" or such other forms of annotation to be determined by the Offeror in its absolute discretion for the purpose of ascertaining your acceptance intention.

For example, an accepting Shareholder holds 500 Offer Shares as represented by the share certificate(s) accompanying the FAT and:

(A) specifies "600" in Box A and specifies "100" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Cash Consideration; and

(B) specifies "100" in Box A and specifies "600" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Cash Consideration; and

(C) leaves Box A empty and specifies "500" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Share Consideration; and

(D) specifies "0" in Box A and specifies "500" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Share Consideration; and

(E) checks Box A and specifies "500" in Box B. Such accepting Shareholder shall be deemed to have accepted the Exit Offer in respect of 500 Offer Shares and will receive the Cash Consideration.

(b) if your registered address in the Register is outside of Singapore, insert in the Address Box a mailing address in Singapore;

(c) sign this FAT in accordance with paragraph 2 (Holders of Offer Shares in Scrip Form) of the Appendix 2 to the Exit Offer Letter and the instructions printed on this FAT;

(d) deliver:

(i) the duly completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);

(ii) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Receiving Agent relating to the Offer Shares in respect of which you wish to accept the Exit Offer. If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in the Exit Offer Letter and in this FAT;

(iii) where such Offer Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or any person nominated in writing by the Offeror or a person authorised by either); and

(iv) any other relevant document(s);

either by hand, to 77 Robinson Road #06-03, Robinson 77, Singapore 068896, or by post, in the enclosed pre-addressed envelope at your own risk, to Memories (2022) Pte. Limited c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896, in either case so as to arrive NOT LATER THAN 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt falls on or before the Closing Date). If the completed and signed FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which is enclosed with this FAT. It is your sole responsibility to affix adequate postage on the said envelope. Proof of posting is not proof of receipt by the Offeror at the above address; and

(e) if you wish to elect to receive the Share Consideration, you must return the duly completed KYC Particulars Form, together with the supporting document(s), which are satisfactory to the Offeror:

(i) by post, in the enclosed pre-addressed envelope at your own risk, to Memories (2022) Pte. Limited, c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896; or

(ii) by email to main@zicoholdings.com.

at the same time that you have submitted your completed FAT, failing which you will receive the Cash Consideration. The last date and time that you can submit the FAT and the KYC Particulars Form (together with the supporting document(s)) is **5.30p.m. (Singapore Time) on the Closing Date**.

3. **Unregistered Shareholding.** If your shareholding is not registered with the Company, you may send in, at your own risk, the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror together with this FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or a person authorised by the Offeror).

4. **Date of FAT.** Please do not date this FAT or insert the name of the Offeror. This will be done on your behalf by the Offeror or the Transferee.

5. **Unavailable/Missing Documents.** If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror is/are not readily available or is/are lost, this FAT should nevertheless be completed and delivered as above if you wish to accept the Exit Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded, at your own risk, to **Memories (2022) Pte. Limited c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896** as soon as possible thereafter and in any event **before 5.30 p.m. (Singapore time) on the Closing Date**.

6. **No acknowledgement.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror, SAC Capital or the Receiving Agent.

7. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Exit Offer Letter, be sent by the quickest means (for example, express air mail) to the Shareholder for execution, or if he has executed a Power of Attorney, this FAT may be signed by the Attorney but the signature must be accompanied by a statement reading "signed under the Power of Attorney which is still in force, no notice of revocation having been received". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached with this FAT. No other signatures are acceptable.

8. **Sole Shareholder Deceased.** If the Sole Shareholder is deceased and if:

(a) the Grant of Probate or Letters of Administration have been registered and lodged with the company secretary of the Company, this FAT must be signed by all the personal representative(s) of the deceased and delivered to **Memories (2022) Pte. Limited c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896**; or

(b) the Grant of Probate or Letters of Administration have not been registered and lodged with the company secretary of the Company, the personal representative(s) of the deceased must go to Memories (2022) Pte. Limited c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896 personally together to register and lodge the original Grant of Probate or Letters of Administration with **Memories (2022) Pte. Limited c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896** before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAT relates.

9. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be signed by all the surviving joint Shareholder(s) and lodged with **Memories (2022) Pte. Limited c/o B.A.C.S. Private Limited, 77 Robinson Road #06-03, Robinson 77, Singapore 068896**, accompanied by the death certificate, Letters of Administration and/or all other relevant documentation in respect of the deceased joint Shareholder.

10. **Particulars on Share Certificate(s).** If your name or other particulars are shown incorrectly on the share certificate(s), please carry out the following steps:

(a) **Incorrect name.** Please complete this FAT with the correct name and deliver it with a statutory declaration or a letter from your bank or solicitor confirming that the person described on the share certificate(s) and the person who signed this FAT are one and the same;

(b) **Incorrect address.** Please write the correct address on this FAT; and

(c) **Change of name.** If you have changed your name, lodge a certified copy of your Marriage Certificate or the Deed Poll with this FAT for noting.

11. **Risk of Posting.** No acknowledgment will be given for submissions made. All communications, certificates, notices, documents, payments and remittances to be delivered or sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the Register, as the case may be) will be sent by ordinary post to your respective addresses as they appear in the records of the Share Registrar (or for the purposes of remittances only, to such address as may be specified in this FAT) at your own risk.

12. **Evidence of Title.** Delivery of the duly completed and signed FAT, together with the relevant share certificate(s) and/or other document(s) of title and/or any other relevant documents required by the Offeror, to the Offeror (or its nominee), SAC Capital and/or the Share Registrar, as the case may be, shall be conclusive evidence in favour of the Offeror (or its nominee), SAC Capital and/or the Share Registrar, as the case may be, of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates. The Offeror, SAC Capital and/or the Share Registrar shall be entitled to assume the accuracy of any information and/or documents submitted together with the FAT and shall not be required to verify or question the validity of the same.

13. **Governing Law and Third-Party Rights.** By completing and delivering this FAT, you agree that the agreement arising from the acceptance of the Exit Offer by you shall be governed by, and construed in accordance with, the laws of the Republic of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided to the contrary in this FAT or the Exit Offer Letter, a person who is not a party to any contracts made pursuant to the Exit Offer, the Exit Offer Letter, this FAT and/or any related documents, has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

14. **Liability.** You agree that none of the Offeror, SAC Capital and/or the Receiving Agent shall be liable for any action or omission in respect of this FAT and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, SAC Capital and/or the Receiving Agent and their respective affiliates, directors, officers, employees and agents ("**Indemnified Parties**") against (i) any claim, demand, action or proceeding made or initiated against; and/or (ii) all losses, damages, costs and expenses (including all legal costs and expenses) suffered or incurred by, any of the Indemnified Parties as a result of or in relation to this FAT and/or any information and/or documents submitted therewith.

By completing and delivering this FAT (and the KYC Particulars Form, as the case may be), you (a) consent to the collection, use and disclosure of your personal data by the Offeror, the Company, SAC Capital, Securities Clearing and Computer Services (Pte) Ltd, SGX-ST, CDP and the Share Registrar (the "Indemnified Persons") for the purpose of facilitating your acceptance of the Exit Offer, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (b) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws; and (c) agree that you will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.

EXIT OFFER FOR
THE OFFER SHARES OF
MEMORIES GROUP LIMITED