

THIS FORM OF ACCEPTANCE AND TRANSFER FOR WARRANTS ("WARRANTS FAT") IS IMPORTANT. THIS WARRANTS 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 ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY. THIS WARRANTS FAT RELATES TO THE WARRANTS PROPOSAL LETTER DATED 28 JULY 2020 (THE "LETTER") IN RELATION TO THE WARRANTS PROPOSAL (AS DEFINED BELOW). TERMS DEFINED AND CONSTRUED IN THE LETTER BEAR THE SAME MEANING AND CONSTRUCTION IN THIS WARRANTS FAT. IF YOUR MAILING ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF TEE INTERNATIONAL LIMITED IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS WARRANTHOLDERS" IN THE LETTER CAREFULLY.

**MANDATORY UNCONDITIONAL CASH OFFER (THE "OFFER") BY XANDAR CAPITAL PTE LTD FOR AND ON BEHALF OF TRAMORE GLOBAL LIMITED (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF TEE INTERNATIONAL LIMITED (THE "COMPANY") OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR, ITS RELATED CORPORATIONS AND THEIR RESPECTIVE NOMINEES (THE "OFFER SHARES") PROPOSAL TO THE WARRANTHOLDERS (THE "WARRANTS PROPOSAL")**

**FORM OF ACCEPTANCE AND TRANSFER FOR WARRANTS**

(THIS WARRANTS FAT NEED NOT BE SUBMITTED TO B.A.C.S. PRIVATE LIMITED (THE "WARRANT AGENT") IF YOU DO NOT WISH TO ACCEPT THE WARRANTS PROPOSAL)

Part (A): Number of Warrants Tendered in Acceptance of Warrants Proposal	Part (B): Warrant Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$0.0001 for each Warrants	

**NOTE: Please refer to paragraph 1 on page 2 of this Warrants FAT for instructions on inserting the number of Warrants above. Last time and date for acceptance of the Warrants Proposal: 5.30 p.m. (Singapore time) on 25 August 2020 (the "Closing Date").**

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

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee") the Warrants as stated in Part (A) above comprised in the warrant certificate(s) stated in Part (B) above.

**The consideration for acceptance of the Warrants Proposal is the Warrants Price, being S\$0.0001 in cash for each Warrant, as stated in the Letter. My/Our acceptance of the Warrants Proposal is subject to the terms and conditions set out below and in the Letter.**

**Irrevocable Acceptance.** My/Our completion, execution and submission of the signed original of this Warrants FAT to the Warrant Agent shall constitute my/our irrevocable acceptance of the Warrants Proposal, upon the terms and subject to the conditions contained in the Letter and this Warrants FAT.

**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 above-mentioned Warrants to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Warrants as specified in the Letter.

**Warranty.** I/We unconditionally and irrevocably warrant, inter alia, that the Warrants in respect of which the Warrants Proposal is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid, (ii) free from all claims, liens, equities, mortgages, charges, pledges, encumbrances, assignments, debentures, hypothecation, adverse claims, rent-charge, title retention, power of sale, options, rights of pre-emption, rights to acquire and other third party rights or interests of any nature whatsoever or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing; and (iii) (c) together with all rights, benefits and entitlements attached thereto as at 7 July 2020 (the "Offer Announcement Date") and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, return of capital and/or other distributions (the "Distribution") (if any) which may be announced, declared, made or paid thereon by the Company on or after the Offer Announcement Date.

**Authorisation.** I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this Warrants FAT and to complete the particulars of the Transferee 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 Warrants payable 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 Warrantholders, to the joint accepting Warrantholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our risk.

**Return of Warrants.** In the event of the Warrants Proposal does not become or is not declared to be unconditional in all respects in accordance with its terms, I/we understand that this Warrants FAT, my/our warrant certificate(s) and any other accompanying document(s) will be returned to me/us at the address stated above, or if none is set out, to me/us (or in the case of joint accepting Warrantholders, to the joint accepting Warrantholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk as soon as possible but, in any event, not later than 14 days from the lapse of the Warrants Proposal.

**Warrants Proposal Unconditional.** If I/we have accepted the Warrants Proposal in accordance with the provisions contained herein and in the Letter and in the event the Offer (and consequently the Warrants Proposal) becomes or is declared to be unconditional in all respects in accordance with its terms, payment will be sent to me/us (or my/our designated agent or, in the case of joint accepting Warrantholders who have not designated any agent, to the one first-named in the Register) by ordinary post to my/our mailing address as it appears in the Register at my/our own risk (or to such different name and address as may be specified by me/us in this Warrants FAT and at my/our own risk), by way of a S\$ crossed cheque drawn on a bank in Singapore for the appropriate amount at my/our own risk, as soon as practicable and in any event:

- (i) in respect of acceptances of the Warrants Proposal which are complete and valid in all respects and are received on or before the date on which the Offer (and consequently the Warrants Proposal) becomes or is declared to be unconditional in all respects in accordance with its terms (the "Offer Unconditional Date"), within seven (7) Business Days of that Offer Unconditional Date; or
- (ii) in respect of acceptances of the Warrants Proposal which are complete and valid in all respects and are received after the Offer Unconditional Date, but on or before the Closing Date, within seven (7) Business Days of the date of such receipt.

**If you wish to accept the Warrants Proposal, please sign below.**

**FOR INDIVIDUAL WARRANTHOLDERS**

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

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

\_\_\_\_\_  
 Signature of Warrantholder/first-named joint Warrantholder

Signed, sealed and delivered by the above-named joint Warrantholder in the presence of:

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

\_\_\_\_\_  
 Signature of joint Warrantholder, if any

**FOR CORPORATE WARRANTHOLDERS**

The Common Seal of the above-named Warrantholder was hereunto 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 warrantholdings, this Warrants FAT must be signed by all joint Warrantholders.
- (c) In the case of a corporation, this Warrants FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its Memorandum and Articles of Association and/or other constitutive documents and/or other regulations. If a corporation does not by the laws of the country of its incorporation require a common seal to execute this Warrants FAT, this Warrants 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 Transferee hereby accepts the transfer of the number of Warrants as specified or comprised in this Warrants FAT subject to the terms and conditions in the Letter. The Common Seal of the Transferee was hereunto affixed in the presence of:

\_\_\_\_\_)  
 \_\_\_\_\_ )  
 Director Director/Secretary: \_\_\_\_\_ )

## INSTRUCTIONS

This Warrants FAT is for the use of Warrantholders who wish to accept the Warrants Proposal in respect of all or part of the total number of Warrants represented by warrant certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Warrantholders who hold the warrant certificates of the Warrants beneficially owned by them and who wish to accept the Warrants Proposal in respect of such Warrants should not deposit their warrant certificates with CDP during the period commencing on the date of the Letter and ending on the Closing Date (both dates inclusive). Warrantholders who deposit their warrant certificate(s) in respect of the Warrants beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Warrants in time for them to accept the Warrants Proposal. This Warrants FAT and the provisions herein constitute an integral part of the Letter. Further provisions relating to acceptance are set out in Appendix 1 to the Letter under the section titled "Procedures for Acceptance of the Warrants Proposal".

This Warrants FAT has been sent to you on the understanding that all your Warrants are registered in your name. If, however, you have Warrants which are held on your behalf by CDP and you wish to accept the Warrants Proposal in respect of some or all of these Warrants, you should complete, execute and submit at your own risk, the Form of Acceptance and Authorisation for Warrants ("Warrants FAA") in accordance with the instructions printed thereon. A copy of the Warrants FAA may be obtained upon production of satisfactory evidence that you are a Warrantholder from The Central Depository (Pte) Limited, at 4 Shenton Way, #02-01, SGX Centre 2, Singapore 068807. Electronic copies of the Warrants FAA may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Acceptance by Warrantholders.** If you wish to accept the Warrants Proposal in respect of all or any of your Warrants, you should:
  - (i) complete page 1 of this Warrants FAT in accordance with the Letter and the instructions printed on this Warrants FAT. In particular, you must state in Part A of this Warrants FAT the number of Warrants in respect of which you wish to accept the Warrants Proposal and state in Part B of this Warrants FAT the warrant certificate number(s) of the relevant warrant certificate(s). If you:
    - (a) do not specify a number in Part A of this Warrants FAT; or
    - (b) specify a number in Part A of this Warrants FAT which exceeds the number of Warrants represented by the warrant certificate(s) attached hereto, you shall be deemed to have accepted the Warrants Proposal in respect of the total number of Warrants represented by the warrant certificate(s) attached hereto;
  - (ii) sign this Warrants FAT in accordance with the Letter and the instructions printed on this Warrants FAT;
  - (iii) **not date this Warrants FAT** or insert the name of the Transferee. This will be done on your behalf by a person nominated by the Transferee; and
  - (iv) deliver:
    - (a) the completed and signed Warrants FAT in its entirety (no part may be detached or otherwise mutilated);
    - (b) the warrant certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Warrant Agent relating to the Warrants in respect of which you wish to accept the Warrants Proposal;
    - (c) where such Warrants are not registered in your name, a transfer form, duly executed by the person in whose name such warrant certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Transferee or a person authorised by it); and
    - (d) any other relevant document(s), either:
      - (1) by **hand** to Tramore Global Limited c/o **B.A.C.S. Private Limited, at 8 Robinson Road #03-00 ASO Building, Singapore 048544**; or
      - (2) by **post**, using the enclosed pre-addressed envelope at your own risk, to Tramore Global Limited c/o **B.A.C.S. Private Limited, at 8 Robinson Road #03-00 ASO Building, Singapore 048544**, in each case so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE. If the completed and signed Warrants FAT is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with this Warrants FAT. Settlement of the consideration under the Warrants Proposal cannot be made until all relevant documents have been properly completed and delivered.
2. **Unregistered Warrantholding.** If your Warrantholding is not registered with the Company, you may send in, at your own risk, the relevant warrant certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror together with this Warrants FAT, accompanied by transfer form(s), duly completed and executed by the person in whose name such warrant certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either).
3. **Unavailable/Missing Documents.** If you are recorded in the register of holders of the Warrants as maintained by the Warrant Agent (the "Register") as holding Warrants but do not have the relevant warrant certificate(s) relating to such Warrants, you, at your own risk, are required to procure the Company to issue such warrant certificate(s) in accordance with the Constitution of the Company and then deliver such warrant certificate(s) in accordance with the procedures set out in the Letter and this Warrants FAT. If your warrant 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, please contact **B.A.C.S. Private Limited, at 8 Robinson Road #03-00 ASO Building Singapore 048544**. This Warrants FAT should nevertheless be completed and delivered as above if you wish to accept the Warrants Proposal. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to Tramore Global Limited c/o **B.A.C.S. Private Limited, at 8 Robinson Road #03-00 ASO Building Singapore 048544** as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date.
4. **No Acknowledgements.** No acknowledgement of receipt of any Warrants FAT, warrant certificate(s) or any other document(s) will be given by the Offeror or the Warrant Agent.
5. **Warrantholder Abroad.** If a Warrantholder is away from home, for example, abroad or on holiday, this Warrants FAT should be sent by the quickest means (for example, express air mail) to the Warrantholder for completion and execution, or if he has executed a Power of Attorney, this Warrants FAT may be signed by the attorney but the attorney's signature in this Warrants FAT must be accompanied by a statement reading "**signed under the Power of Attorney which has been validly granted and is still in force, no notice of revocation, suspension, termination or withdrawal having been received**". In the latter case, the original Power of Attorney or a certified true copy thereof must be attached with this Warrants FAT. No other signatures are acceptable.
6. **Sole Warrantholder Deceased.** If the sole Warrantholder is deceased and if:
  - (i) the Grant of Probate or Letters of Administration have been registered with **B.A.C.S. Private Limited, this Warrants FAT** must be signed by all the personal representative(s) of the deceased and lodged with **Tramore Global Limited c/o B.A.C.S. Private Limited at 8 Robinson Road, #03-00 ASO Building, Singapore 048544**; or
  - (ii) the Grant of Probate or Letters of Administration have not been registered with **B.A.C.S. Private Limited**, all the personal representative(s) of the deceased must go to **B.A.C.S. Private Limited** personally together with the original grant of probate or letters of administration. The grant of probate or letters of administration must be lodged with **Tramore Global Limited c/o B.A.C.S. Private Limited, at 8 Robinson Road #03-00 ASO Building Singapore 048544** before the personal representative(s) of the deceased can effect the transfer of the Warrants to which this Warrants FAT relates.
7. **Joint Warrantholder Deceased.** If one of the joint Warrantholders is deceased, this Warrants FAT must be signed by all the surviving Warrantholders and lodged with **Tramore Global Limited c/o B.A.C.S. Private Limited at 8 Robinson Road, #03-00 ASO Building, Singapore 048544**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased Warrantholder.
8. **Particulars on Warrant Certificate(s).** If your name or other particulars are shown incorrectly on the warrant certificate(s), please carry out the following steps:
  - (i) **Incorrect name.** Please complete this Warrants 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 warrant certificate(s) and the person who signed the Warrants FAT are one and the same;
  - (ii) **Incorrect address.** Please write the correct address on this Warrants FAT; and
  - (iii) **Change of name.** If you have changed your name, please lodge your Marriage Certificate or the Deed Poll with this Warrants FAT for noting.
9. **Disclaimer and Discretion.** Each of the Offeror, Xandar Capital Pte Ltd and the Warrant Agent will be authorised and entitled, in its sole and absolute discretion, to reject or treat as valid any acceptance of the Warrants Proposal through this Warrants FAT which is not entirely in order or which does not comply with the terms of the Letter and this Warrants FAT, as the case may be, or which is not accompanied by the relevant warrant certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror, Xandar Capital Pte Ltd and/or the Warrant Agent, or which is otherwise incomplete, incorrect, signed but not in its originality, or invalid in any respect. If you wish to accept the Warrants Proposal, it is your responsibility to ensure that this Warrants FAT is properly completed and executed in all respects, submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid this Warrants FAT will be final and binding and none of the Warrant Agent, Xandar Capital Pte Ltd and the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations) accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and Xandar Capital Pte Ltd each reserves the right to treat acceptances of the Warrants Proposal 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 Letter or in this Warrants FAT, as the case may be, or if made otherwise than in accordance with the provisions of the Letter and in this Warrants FAT, as the case may be. The Warrant Agent takes no responsibility for any decision made by the Offeror or Xandar Capital Pte Ltd. Acceptances in the form of this Warrants FAT received by the Offeror, Xandar Capital Pte Ltd and/or the Warrant Agent on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
10. **Risk of Posting.** 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 Warrantholders 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 Warrant Agent (or for the purposes of remittances only, to such address as may be specified in this Warrants FAT) at your sole risk.
11. **Conclusive Evidence.** Delivery of the duly completed and signed original of this Warrants FAT, together with the relevant warrant certificate(s) and/or other document(s) of title and/or any other relevant document(s) required by the Offeror and/or the Warrant Agent, to the Offeror or its agents shall be conclusive evidence in favour of the Transferee, Xandar Capital Pte Ltd and the Warrant Agent of the right and title of the person(s) signing it to deal with the same and with the Warrants to which it relates.
12. **Personal Data Privacy.** By completing and delivering this Warrants FAT, you (i) consent to the collection, use and disclosure of your personal data by the Warrant Agent, the Offeror, Xandar Capital Pte Ltd and the Company (the "Relevant Persons") for the purpose of facilitating your acceptance of the Warrants Proposal, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, listing rules, regulations and/or guidelines; and (iii) 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.
13. **Governing Law and Third Party Rights.** By completing, signing and delivering the original of this Warrants FAT, you agree that the agreement arising from the acceptance of the Warrants Proposal by you shall be governed by, and construed in accordance with, the laws of Republic of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this Warrants FAT or the Letter, a person who is not a party to any contracts made pursuant to the Warrants Proposal, the Letter and this Warrants FAT has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B 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.