THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES ("**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 OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 12 MAY 2016 (THE "**OFFER DOCUMENT**") IN RELATION TO THE OFFER. UNLESS OTHERWISE DEFINED OR THE CONTEXT OTHERWISE REQUIRES, CAPITALISED TERMS USED IN THIS FAT SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "**OVERSEAS SHAREHOLDERS**") AS SHOWN ON THE REGISTER OF MEMBERS OF THE COMPANY (THE "**REGISTER**") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "**OVERSEAS SHAREHOLDERS**" IN THE OFFER DOCUMENT.

VOLUNTARY UNCONDITIONAL CASH OFFER ("OFFER") BY DBS BANK LTD. ("DBS BANK") FOR AND ON BEHALF OF SHARP VISION HOLDINGS LIMITED (THE "OFFEROR") TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES (THE "SHARES") IN THE CAPITAL OF PTERIS GLOBAL LIMITED (THE "COMPANY"), OTHER THAN THOSE SHARES HELD, DIRECTLY OR INDIRECTLY, BY THE OFFEROR AND SHENZHEN TGM LTD. ("OFFER SHARES")

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES

(THIS FAT NEED NOT BE SUBMITTED TO KCK CORPSERVE PTE. LTD. IF YOU DO NOT WISH TO ACCEPT THE OFFER)

(A): Number of Offer Shares Tendered in Acceptance of the Offer	(B): Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S$0.735 in cash for each Offer Share	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last date and time for acceptance of the Offer: 5.30 p.m. (Singapore time) on 9 June 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").

I/We, _____ (Passport/NRIC/Company Registration Number) _____
(Full name(s) of Shareholder and joint Shareholder(s), if any)

of _____

Telephone No. (Office/Home): _____ (Handphone): _____

E-mail: _____

do hereby transfer to the Offeror the Offer Shares as stated in (A) above comprised in the share certificate(s) stated in (B) above.

The consideration for acceptance of the Offer is the Offer Price, being S$0.735 in cash for each Offer Share, as stated in the Offer Document.

The acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAT, is subject to the terms and conditions set out below and in the Offer Document.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Offer, upon the terms and subject to the conditions contained in the Offer Document and in this 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 Offer Shares (stated in (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 Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Offer is accepted by me/us are, and when transferred to the Offeror, will be (i) fully paid-up, (ii) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever, and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions or return of capital (if any) which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date, other than the FY2015 Dividend.

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror to date this 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 Offer Shares 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 Shareholders, to the joint Shareholder first-named in the Register) at the relevant address maintained in the Register, by ordinary post at my/our own risk.

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

PLEASE SIGN HERE

FOR INDIVIDUAL SHAREHOLDERS

Signed 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 hereunto affixed in the presence of:

_____ _____
Director Director/Secretary

Notes:

(a) In the case of individual, 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, 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 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 Offer Document.

_____
Director

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the 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 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 Offer Document 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 Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in **Appendix VI** to the Offer Document.

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 Offer in respect of some or all of those Offer Shares, you should complete, sign and submit 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 **The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**.

1. **Acceptance by Shareholders.** If you wish to accept the Offer in respect of all or any of your Offer Shares, you should:

(a) complete page 1 of this FAT in accordance with the Offer Document and the instructions in this FAT. **In particular, you must state in (A) the number of Offer Shares in respect of which you wish to accept the Offer and state in (B) the share certificate number(s) of the relevant share certificate(s).** If you:

(i) do not specify a number in (A); or

(ii) specify a number in (A) which exceeds the number of Offer Shares comprised in the share certificate(s) attached hereto, you shall be deemed to have accepted the Offer in respect of the total number of Offer Shares comprised in the share certificate(s) attached hereto;

(b) sign this FAT in accordance with the Offer Document and the instructions in this FAT; and

(c) deliver:

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

(ii) the share certificate(s), other documents(s) of title and/or other relevant document(s) required by the Offeror and/or KCK CorpServe Pte. Ltd. relating to the Offer Shares in respect of which you wish to accept the Offer;

(iii) where such Offer Shares are not registered in your name, a transfer form, 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 nominated by the Offeror); and

(iv) any other relevant document(s),

either:

(A) by hand to **Sharp Vision Holdings Limited** c/o **KCK CorpServe Pte. Ltd.** at **333 North Bridge Road, #08-00 KH KEA Building, Singapore 188721**; or

(B) by post, in the enclosed pre-addressed envelope at your own risk, to **Sharp Vision Holdings Limited** c/o **KCK CorpServe Pte. Ltd.** at **333 North Bridge Road, #08-00 KH KEA Building, Singapore 188721**,

so as in either case to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. Settlement of the consideration under the Offer cannot be made until all relevant documents have been properly completed and delivered.

2. **Unregistered Shareholding.** If your shareholding is not registered with the Company, you may send in, at your own risk, the relevant share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or KCK CorpServe Pte. Ltd. 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 nominated by the Offeror).

3. **Date of FAT. Please do not date this FAT** or insert the name of the transferee. This will be done on your behalf by a person nominated by the Offeror.

4. **Unavailable/Missing Documents.** 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 Offer Document and in this FAT. If your share certificate(s), other documents(s) of title and/or other relevant document(s) required by the Offeror and/or KCK CorpServe Pte. Ltd. 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 Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date.

5. **No Acknowledgement.** No acknowledgement will be given for submissions made. No acknowledgement on the receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or other relevant document(s) and/or other accompanying document(s) will be given by the Offeror, DBS Bank or KCK CorpServe Pte. Ltd..

6. **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 Offer Document, be sent by the quickest means (for example, express air mail) to the Shareholder for completion and 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 a 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.

7. **Sole Shareholder Deceased.** If a sole Shareholder is deceased and if:

(a) the Grant of Probate or Letters of Administration has/have been registered with KCK CorpServe Pte. Ltd., this FAT must be signed by all the personal representative(s) of the deceased and delivered to **Sharp Vision Holdings Limited** c/o **KCK CorpServe Pte. Ltd.** at **333 North Bridge Road, #08-00 KH KEA Building, Singapore 188721**; or

(b) the Grant of Probate or Letters of Administration has/have not been registered with KCK CorpServe Pte. Ltd., all the personal representative(s) of the deceased must proceed together to KCK CorpServe Pte. Ltd. personally to register and lodge the original Grant of Probate or Letters of Administration with KCK CorpServe Pte. Ltd. before the personal representative(s) of the deceased can effect the transfer of the Offer Shares.

8. **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 **Sharp Vision Holdings Limited** c/o **KCK CorpServe Pte. Ltd.** at **333 North Bridge Road, #08-00 KH KEA Building, Singapore 188721**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased Shareholder.

9. **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 your Marriage Certificate or the Deed Poll with this FAT for noting.

10. **Disclaimer and Discretion.** The Offeror, DBS Bank and KCK CorpServe Pte. Ltd. will be authorised and entitled, in their sole and absolute discretion, to reject or treat as valid any acceptances of the Offer which are not entirely in order or which do not comply with the provisions and instructions contained in the Offer Document and in this FAT or which are otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed and executed in all respects and submitted with original signature(s) and that all supporting documents (where applicable) are provided. Any decision to reject or treat as valid any acceptances will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), DBS Bank or KCK CorpServe Pte. Ltd. accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and DBS Bank reserve the right to treat acceptances of the 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 Offer Document or in this FAT, as the case may be, or if made otherwise than in accordance with the provisions and instructions contained in the Offer Document and in this FAT.

11. **Risk of Posting.** All communications, certificates, notices, documents and remittances to be delivered or sent to you (or your designated agent or, in the case of joint 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 this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.

12. **Conclusive Evidence.** Delivery of the duly completed and signed original FAT, together with the relevant share certificate(s), other documents of title and/or any other relevant document(s) required by the Offeror and/or KCK CorpServe Pte. Ltd. to the Offeror and/or KCK CorpServe Pte. Ltd., shall be conclusive evidence in favour of the Offeror and KCK CorpServe Pte. Ltd. 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.

13. **Governing Law and Third Party Rights.** By completing, signing and delivering this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAT has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of such contracts. Notwithstanding any term contained herein or in the Offer Document, 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.

Personal Data Privacy

For the purposes of implementing and administering the consideration, responding to instructions or enquiries made or purportedly made by a Shareholder, and enforcing rights or fulfilling obligations under any applicable laws, listing rules, regulations or guidelines or the terms or conditions of the Offer set out in the Offer Document and in this FAT, the Offeror, DBS Bank and/or KCK CorpServe Pte. Ltd. will collect, use and disclose the personal data of Shareholders who are individuals, as contained in each submitted FAT, or which is otherwise collected from Shareholders (or their authorised representatives) and public sources. Each Shareholder consents to the collection, use and disclosure of his personal data for all such purposes, including disclosure of data to related corporations of the Offeror, DBS Bank and/or KCK CorpServe Pte. Ltd. and/or third parties who provide services to the Offeror, DBS Bank and/or KCK CorpServe Pte. Ltd. and to the collection, use and further disclosure by such parties for such purposes.