FAA (Form of Acceptance and Authorisation for Offer Shares)

This Form of Acceptance and Authorisation for Offer Shares ("**FAA**") is for the sole use of the depositor(s) whose name(s) appear below. It is an important document and requires your immediate attention. 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 FAA relates to the offer document dated 5 April 2021 ("**Offer Document**") in relation to the Partial Offer (as defined below). Unless otherwise defined or the context requires otherwise, capitalised terms used in this FAA shall bear the same meanings ascribed to them in the Offer Document.

The availability of the Partial Offer to Shareholders whose addresses are outside Singapore ("**Overseas Shareholders**") as shown in the records of The Central Depository (Pte) Limited ("**CDP**") 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 CONDITIONAL CASH PARTIAL OFFER (THE "PARTIAL OFFER") FOR PROCURRI CORPORATION LIMITED (THE "COMPANY")
FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES
(DO NOT SUBMIT THIS FAA TO CDP IF YOU DO NOT WISH TO VOTE ON AND ACCEPT THE PARTIAL OFFER)

NAME(S) AND ADDRESS(ES) OF DEPOSITOR(S)	Securities Account Number
***You are entitled to accept the Partial Offer in respect of your Relevant Percentage Offer Shares held in your Securities Account (the "Relevant Percentage Offer Shares") as at 5:00 p.m. (Singapore time) on 19 April 2021 ("Record Date") and in addition, you may tender your shares in the Company ("Shares") that are in excess of your Relevant Percentage Offer Shares for acceptance under the Partial Offer. The exact number of Shares in respect of which you are entitled to vote on the Partial Offer, being all the Shares you hold as at the Record Date, and your Relevant Percentage Offer Shares will be set out in an Entitlement Notification Letter to be despatched to you after the Record Date.**	Estimated Number of Relevant Percentage Offer Shares*

Offer Price

NTCP SPV VIII (the "**Offeror**") would like to acquire the Offer Shares held by you at the **Offer Price of S$0.365 for each Offer Share**. Submit your FAA to CDP (a) in electronic form via investors.sgx.com (in respect of Individual and Joint-Alt account holders only), or (b) in physical form by completing Sections A and B below and sending this form to the addresses below, in either case only if you wish to vote on or accept the Partial Offer (as the case may be).

A Voting

To vote for or against the Partial Offer on the terms and conditions as set out in the Offer Document.

Please **insert the number of Shares** you wish to vote in the Partial Offer in the appropriate box, the maximum number being all the Shares you hold as at the Record Date.

FOR	
AGAINST	

Input number of Shares you intend to vote

Scan QR Code to submit instructions online (applicable to Individual and Joint-Alt account holders only)

Note: Please refer to paragraph 4 on page 2 of this FAA for instructions on voting.

B Acceptance

Please indicate the **total** number of Shares that you wish to tender in acceptance of the Partial Offer.

Input total number of Shares you intend to tender

By signing below, I/we agree to the terms and conditions of the Partial Offer as set out in the Offer Document and in this FAA, including the section "Authorisation" on page 2 of this FAA.

Sign here

Date here

Signature(s) of Depositor(s)/Joint Depositor(s)

Date

C Form Submission

Please submit your Form of Acceptance and Authorisation to NTCP SPV VIII c/o The Central Depository (Pte) Limited by:

Online via investors.sgx.com (applicable to Individual and Joint-Alt account holders only)

OR

Robinson Road Post Office
P.O. Box 1984
Singapore 903934

Closing date and time: 5:30 p.m. (Singapore time) on 3 May 2021

or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "**Closing Date**").

INSTRUCTIONS

This FAA is for the use of depositors who wish to vote on and/or accept the Partial Offer in respect of all or part of the total number of Shares standing to the credit of the "Free Balance" of their Securities Account on the Record Date. This FAA and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to voting and acceptance are set out in Appendix 2 to the Offer Document.

This form has been sent to you on the understanding that all your Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Shares and you wish to vote on and/or accept the Partial Offer in respect of those Shares, you should complete, sign and submit at your own risk, the Form of Acceptance and Transfer for Shares (the "**FAT**") in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder, from **Tricor Barbinder Share Registration Services at 80 Robinson Road #11-02, Singapore 068898**. If you hold Shares in scrip form, the Shares may not be credited into your Securities Account with CDP in time for you to accept the Partial Offer by way of this FAA if you were to deposit your share certificate(s) with CDP after 5 April 2021, being the date of despatch of the Offer Document. If you wish to vote on and/or accept the Partial Offer in respect of such Shares held in scrip form, you should complete a FAT in accordance with the instructions printed thereon. An electronic copy of the FAT may also be obtained on the website of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") at www.sgx.com.

1. **Voting and Acceptance.** If you wish to vote on and/or accept the Partial Offer using this FAA, it must be completed, signed and submitted strictly in the manner permitted and set out above and in accordance with the provisions and instructions of the Offer Document **NOT LATER THAN 5:30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed FAA is delivered by post, please use the enclosed pre-addressed envelope which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Proof of posting is not proof of receipt by the Offeror at the above addresses. Depositors who are corporations cannot submit their FAA in electronic form.

   Each of the Offeror, Oversea-Chinese Banking Corporation Limited ("**OCBC**") and CDP will be authorised and entitled, in their sole and absolute discretion, to reject, or treat as valid any votes on, and/or acceptances of the Partial 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 FAA or which are otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to vote on and/or accept the Partial Offer, it is your responsibility to ensure that this FAA is properly completed in all respects and that this FAA should be submitted with original signature(s), and all supporting documents, where applicable, are provided. Any decision to reject this FAA on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted or treat as valid any acceptances of the Partial Offer through this FAA will be final and binding and none of CDP, OCBC and the Offeror accepts any responsibility or liability in relation to such a decision, including the consequences thereof. Each of the Offeror and OCBC reserves the right to treat votes on and/or acceptances of the Partial 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 FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and this FAA. CDP takes no responsibility for any decision made by the Offeror or OCBC. If the FAA is received by CDP on a Saturday, Sunday or public holiday in Singapore it will only be processed and validated on the next Business Day. Except as expressly provided in the Offer Document and the Singapore Code on Take-overs and Mergers, voting on and/or acceptances of the Partial Offer are irrevocable and any instructions or subsequent FAA(s) received by CDP in respect of the same Shares after this FAA has been received shall be disregarded.

2. **Depositors whose Securities Accounts will be credited with Offer Shares as at the Record Date.** If you have purchased Shares on the SGX-ST and such Shares have been credited to the "Free Balance" of your Securities Account as at the Record Date, a FAA in respect of such Shares bearing your name and Securities Account number will be sent to you by CDP, and if you wish to vote on and/or accept the Partial Offer in respect of such Shares, you should, after the "Free Balance" of your Securities Account has been credited with such number of Offer Shares, complete, sign and submit such FAA in accordance with the instructions contained herein and in the Offer Document. If you do not receive a FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the Shares on the SGX-ST, from CDP by submitting a request to CDP via phone (+65 6535 7511) or email services (asksgx@sgx.com) or by post to The Central Depository (Pte) Limited at 11 North Buona Vista Drive, #01-19/20 The Metropolis Tower 2, Singapore 138589. An electronic copy of this FAA may also be obtained on the website of the SGX-ST at www.sgx.com. For the avoidance of doubt, if you have purchased Shares on the SGX-ST but such Shares have not been credited to the "Free Balance" of your Securities Account as at the Record Date, you will not be entitled to vote on and/or accept the Partial Offer in respect of such Shares.

3. **Rejection.** If upon receipt by CDP, on behalf of the Offeror, of the FAA, it is established that such Offer Shares have not been or will not be, credited to the "Free Balance" of your Securities Account on or before the Record Date (for example, where you sell or have sold such Offer Shares), your votes and acceptance will be rejected. None of CDP, the Registrar, OCBC and/or the Offeror accepts any responsibility or liability in relation to such rejections, including the consequences thereof.

4. **Voting under the Partial Offer**

   (a) You may vote the number of Shares (held by you as at the Record Date) for or against the Partial Offer. An Entitlement Notification Letter will be despatched to you after the Record Date to notify you, *inter alia*, of the number of Shares held by you as at the Record Date. Please vote by inserting the number of Shares you wish to vote in the "**FOR**" or "**AGAINST**" box (as appropriate) in Section A on page 1 of this form or the electronic form of the FAA. For the avoidance of doubt, if you are unsure about the number of Shares you hold as at the Record Date and/or there is any change in your shareholdings since the Record Date, you may wait until you receive the Entitlement Notification Letter after the Record Date which will notify you of the number of Shares standing to the credit of your Securities Account and the Relevant Percentage Offer Shares as of the Record Date, before completing Section A and Section B of this FAA or submitting this FAA in electronic form.

   (b) The Partial Offer will not become or be capable of being declared unconditional, and therefore cannot proceed unless (i) more than 50% of the votes received by the close of the Partial Offer from Shareholders (holding Shares as at the Record Date) other than the Offeror, parties acting or deemed to be acting in concert with it and their associates have voted in favour of the Partial Offer and (ii) valid acceptances in respect of not less than the Relevant Number of Offer Shares which, when aggregated with the NT Shares and the ACT Relevant Shares, will represent 51.00% of the total number of Shares (excluding treasury shares) as at the Record Date.

   (c) Further provisions relating to voting under the Partial Offer are contained in paragraph 2.2 of Appendix 2 to the Offer Document.

5. **Tendering Shares for acceptance under the Partial Offer**

   (a) Please insert in Section B on page 1 of this FAA or the electronic form of the FAA, the total number of Shares (comprising Relevant Percentage Offer Shares and/or Excess Shares) which you wish to accept under the Partial Offer. An Entitlement Notification Letter will be despatched to you after the Record Date to notify you, inter alia, of (a) the number of Shares standing to the credit of your Securities Account and the total number of your Relevant Percentage Offer Shares as at the Record Date and (b) if CDP has received your FAA by the Record Date, the number of Relevant Percentage Offer Shares and Excess Shares tendered for acceptance under the Partial Offer, as indicated on this FAA and adjusted (if necessary) in accordance with paragraph 5(b) below and paragraph 2.3 of Appendix 2 to the Offer Document. For the avoidance of doubt, if you are unsure about the number of Shares you hold as at the Record Date and/or there is any change in your shareholdings since the Record Date, you may wait until you receive the Entitlement Notification Letter after the Record Date which will notify you of the number of Shares standing to the credit of your Securities Account and the Relevant Percentage Offer Shares as at the Record Date, before completing Sections A and B of this FAA or submitting the FAA in electronic form.

   (b) Subject to the Partial Offer becoming unconditional as described in the Offer Document, acceptances will be met by the Offeror in full to the extent necessary to enable the Offeror to acquire the Relevant Number of Offer Shares. The Offeror may, in its absolute discretion, scale back proportionately acceptances in excess of the Relevant Number of Offer Shares but in a manner which minimises the number of new odd-lot shareholdings and any fraction of a Share will be disregarded. Neither CDP nor OCBC takes responsibility for any decisions that the Offeror may have made.

   (c) Further provisions relating to acceptance under the Partial Offer are contained in paragraph 2.3 of Appendix 2 to the Offer Document.

6. **Depositor Abroad.** If a depositor is away from home, for example, abroad or on holiday, this FAA should, 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 depositor for execution, or if he has executed a Power of Attorney, this FAA may be signed by such 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 first be lodged with CDP and should also be lodged with this FAA for noting. No other signatures are acceptable. FAAs made by an attorney or other authorised person cannot be submitted in electronic form.

7. **Deceased Securities Account Holders**

   (a) **If the sole Securities Account holder is deceased and if:**

      (i) the Grant of Probate or Letters of Administration has been registered and lodged with CDP, this FAA must be signed by all the personal representative(s) of the deceased and lodged with NTCP SPV VIII, c/o The Central Depository (Pte) Limited, by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934; or

      (ii) the Grant of Probate or Letters of Administration has not been registered and lodged with CDP, all the personal representative(s) of the deceased must go to CDP personally together to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before submitting this FAA.

   (b) **If one of the joint Securities Account holders is deceased and if the account is a:**

      (i) Joint alternate-signatory account, this FAA must be signed by **ANY** surviving joint holder(s); and

      (ii) Joint signatories account, this FAA must be signed by **ALL** surviving joint holder(s) and lodged with NTCP SPV VIII, c/o The Central Depository (Pte) Limited, accompanied by the death certificate and all other relevant documentation in respect of the deceased holder.

   (c) FAAs completed by personal representative(s) of deceased depositor(s) cannot be submitted in electronic form.

8. **Shares purchased with Central Provident Fund ("CPF").** If your purchase of the above Shares was settled through your CPF approved agent bank, SRS approved agent bank, finance company or depository agent and you wish to vote on and/or accept the Partial Offer, your vote and/or acceptance would have to be made through your CPF approved agent bank included under the CPF Investment Scheme, SRS approved agent bank included under the Supplementary Retirement Scheme, finance company or depository agent. In such instances, you need not submit this FAA to CDP.

9. **Corporations.** For corporations, please sign this FAA per your signing mandate and where appropriate, the common seal to be affixed in accordance with your constitution or relevant constitutive documents. Depositors who are corporations cannot submit their FAA in electronic form.

10. **Acceptance via SGX-SFG service (applicable to depository agents only).** Depository agents may vote on and/or accept the Partial Offer via the SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services for Depository Agents ("**Electronic Acceptance**"). CDP has been authorised by the Offeror to receive such Electronic Acceptances on its behalf and such Electronic Acceptances must be submitted **not later than 5:30 p.m. (Singapore time) on the Closing Date**. Such Electronic Acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Offer Document as if this FAA had been duly completed, signed in its originality and submitted to CDP.

11. **No existing account.** If you do not have any existing Securities Account in your own name at the time of submission of this FAA, your votes and acceptance as contained in this FAA will be rejected.

12. **General.** No acknowledgement will be given by the Offeror or the CDP for the submission of this FAA. All communications, notices, documents, payments and remittances to be delivered or sent to you will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP. Settlement of the consideration under the Partial Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Offer Shares to which the FAA relates are credited to the "Free Balance" of your Securities Account and such settlement cannot be made until all relevant documents have been properly completed and lodged with NTCP SPV VIII, c/o The Central Depository (Pte) Limited, by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office P.O. Box 1984 Singapore 903934. If you submit the FAA in electronic form, you accept the risk of defects or delays caused by failure or interruption of electronic systems, and you agree to hold CDP, the Receiving Agent, the Offeror and OCBC harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

13. **Conclusive Evidence.** Lodgement of this FAA with NTCP SPV VIII, c/o The Central Depository (Pte) Limited, in any manner permitted and as stated in this form or the electronic form of the FAA shall be conclusive evidence in favour of the Offeror, the Transferee (as defined below), OCBC, the Receiving Agent and CDP of the right and title of the person signing it to deal with the same and with the Offer Shares which it relates. Upon receipt of this FAA which is complete, signed and valid in all respects, CDP will transfer the Shares in respect of which you have accepted the Partial Offer from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Shares will be held in the "Blocked Balance" until the cash consideration for such Shares has been despatched to you, in the event of the Partial Offer becoming or being declared to be unconditional in all respects in accordance with its terms. The Offeror, OCBC and CDP shall be entitled to assume the accuracy of any information and/or documents submitted together with any FAA, and shall not be required to verify or question the validity of the same.

14. **Liability.** You agree that none of the Offeror, OCBC, the Receiving Agent and/or CDP shall be liable for any action or omission in respect of this FAA and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, OCBC, the Receiving Agent, CDP and/or their respective affiliates, directors, officers, employees and agents ("**Indemnified Parties**") against (a) any claim, demand, action or proceeding made or initiated against, and/or (b) 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 form, any FAA and/or any information and/or documents submitted therewith. For the avoidance of doubt, none of the Offeror, OCBC, the Receiving Agent and/or CDP shall be liable for any loss in transmission of this FAA.

15. **Partial Offer Unconditional.** If you have accepted the Partial Offer in accordance with the provisions contained herein and in the Offer Document and the Partial Offer becomes or is declared unconditional in all respects in accordance with its terms, CDP will send you a notification letter stating the number of Offer Shares debited from your Securities Account together with payment of the Offer Price which will be credited directly into your designated bank account for Singapore Dollars via CDP's Direct Crediting Service ("**DCS**") as soon as practicable following the Closing Date but in any event within seven Business Days after the Closing Date. In the event you are not subscribed to CDP's DCS, any monies to be paid shall be credited to your Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein) or in such other manner as you may have agreed with CDP for payment of any cash distribution.

16. **Governing Law and Third Party Rights.** The Partial Offer, this Offer Document, the Acceptance Forms, and all votes on and/or acceptances of the Partial Offer and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. Unless expressly provided otherwise in this FAA and/or the Offer Document, a person who is not a party to any contracts made pursuant to the Partial Offer, the Offer Document, this FAA and/or any related documents, 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 and 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.

17. **Enquiries on number of Offer Shares in your Securities Account.** For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares in your Securities Account. You can verify the number of Offer Shares in your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service; or (b) through CDP Phone Service using SMS OTP, under the option "To check your securities balance".

18. **Personal Data Privacy.** By completing and delivering this FAA, you: (i) consent to the collection, use and disclosure of your personal data by the CDP, the Offeror, OCBC, the Registrar, Securities Clearing and Computer Services (Pte) Ltd, the SGX-ST and the Company (the "**Relevant Persons**") for the purpose of facilitating your voting on and/or acceptance of the Partial Offer, and in order for the Relevant Persons to comply with any applicable laws, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, 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 such warranty.

AUTHORISATION

1. **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 my/our voting on and/or acceptance of the Partial Offer and the transfer of the Offer Shares tendered in acceptance of the Partial Offer to the Offeror or any person nominated in writing by the Offeror (hereinafter called 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 Offer Shares as set out in the Offer Document.

2. **Warranty.** I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Partial Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from all Encumbrances; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at the 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 Offer Announcement Date.

3. **CDP Authorisation – Suspense Account/Block Balance.** I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Offer Shares in respect of which I/we have accepted the Partial Offer during the period commencing on the date of receipt of the FAA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Offer Shares, in the event of the Partial Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, earmarking, blocking and/or transferring the relevant number of such Offer Shares from the "Free Balance" of my/our Securities Account into the "Blocked Balance" of my/our Securities Account).

4. **CDP Authorisation – Transfer.** I/We irrevocably authorise CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror, or the Securities Account of the Transferee, with the relevant number of Offer Shares in respect of which I/we have accepted the Partial Offer, subject to the Scale-back, on the date of settlement of the consideration for such Offer Shares, in the event of the Partial Offer becoming or being declared to be unconditional in all respects, in accordance with its terms.

5. **CDP Authorisation – Disclosure.** I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number, address(es), the number of Offer Shares standing to the credit of my/our Securities Account, the number of Offer Shares that I/we voted in favour for or against the Partial Offer, the number of Offer Shares tendered by me/us in acceptance of the Partial Offer, information pertaining to the level of acceptance of the Partial Offer and any other information to the Offeror, the Transferee, OCBC (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of the Partial Offer and my/our acceptance thereof.

6. **Return of Offer Shares.** In the event of the Partial Offer not becoming or not being declared to be unconditional in all respects in accordance with its terms, I/we understand that the relevant number of Offer Shares in respect of which I/we have accepted the Partial Offer will be transferred to the "Free Balance" of my/our Securities Account as soon as possible but in any event not later than 14 days from the withdrawal, lapse or termination of the Partial Offer.

7. **Concert Party.** I/We irrevocably warrant that I/we am/are not the Offeror or any of the parties acting or deemed to be acting in concert with the Offeror, or an associate of the Offeror or any party acting in concert with the Offeror in connection with the Partial Offer.