FAT (Form of Acceptance and Transfer for Shares)

THIS FORM OF ACCEPTANCE AND TRANSFER FOR 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, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 5 APRIL 2021 (THE "**OFFER DOCUMENT**") IN RELATION TO THE PARTIAL OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANING ASCRIBED TO THEM IN THE OFFER DOCUMENT. IF YOUR ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF PROCURRI CORPORATION LIMITED (THE "**COMPANY**") IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "**OVERSEAS SHAREHOLDERS**" IN THE OFFER DOCUMENT. THE AVAILABILITY OF THE PARTIAL OFFER TO OFFER SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE ("**OVERSEAS SHAREHOLDERS**") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS.

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER (THE "PARTIAL OFFER") BY NTCP SPV VIII (THE "OFFEROR") TO ACQUIRE SUCH NUMBER OF ISSUED ORDINARY SHARES (THE "OFFER SHARES") IN THE CAPITAL OF THE COMPANY (OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING OR DEEMED TO BE ACTING IN CONCERT WITH THE OFFEROR) WHICH, WHEN AGGREGATED WITH THE 57,402,978 OFFER SHARES HELD BY NTCP SPV VII AND THE 10,530,900 OFFER SHARES HELD BY A.C.T. HOLDINGS PTE LTD, WOULD REPRESENT 51.00% OF THE TOTAL NUMBER OF SHARES IN ISSUE (EXCLUDING TREASURY SHARES) AS AT THE RECORD DATE (AS DEFINED BELOW), IN ACCORDANCE WITH THE SINGAPORE CODE ON TAKE-OVERS AND MERGERS

PART A – FOR VOTING

FORM OF ACCEPTANCE AND TRANSFER FOR SHARES

(PART A OF THIS FAT NEED NOT BE RETURNED IF YOU DO NOT WISH TO VOTE ON THE PARTIAL OFFER)

	FOR OFFICIAL USE	
Number of Offer Shares	**Estimated Number of Relevant Percentage Offer Shares**	**Offer Price**
		S$0.365 for each Offer Share, as stated in the Offer Document

Last date and time for voting on and/or acceptance of the Partial Offer: 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").

Dear Sirs,

A. FOR VOTING

I/We, _____

(Full name(s) of Shareholder and joint Shareholder(s), if any)

of _____

_____

(Address)

Telephone No. (during office hours): _____

hereby vote in respect of the Partial Offer as follows:

Please vote by inserting an Indication (as defined in paragraph 3.3 of the Instructions to this FAT) or the number of Shares (held by you on the Record Date) in the "**FOR**" or "**AGAINST**" box (as appropriate) below.

		Please tick (√) the appropriate box if you wish to vote either "FOR" or "AGAINST" the Partial Offer in respect of all of your Shares as at 19 April 2021 (the "Record Date"). Alternatively, please insert the number of Shares you wish to vote in the appropriate box, the maximum number being all the Shares you hold as at the Record Date.	
		FOR	AGAINST
Part A	To approve the Partial Offer on the terms and conditions as set out in the Offer Document		

Note: Please refer to paragraph 3 of the Instructions to this FAT for further instructions on voting. IN PARTICULAR, PLEASE NOTE THAT UNDER PARAGRAPH 3.2(IX) OF THE INSTRUCTIONS TO THIS FAT, IF YOU HAVE NEITHER INSERTED (I) THE NUMBER OF SHARES NOR (II) AN INDICATION, YOU WILL BE DEEMED NOT TO HAVE VOTED EITHER FOR OR AGAINST THE PARTIAL OFFER.

I/We irrevocably warrant that I/we am/are not the Offeror, any of the parties acting or deemed to be acting in concert with the Offeror in connection with the Partial Offer, or any of the associates of the Offeror or any party acting or deemed to be acting in concert with it in connection with the Partial Offer.

FOR INDIVIDUAL SHAREHOLDERS

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

Witness' Signature: _____)

Name: _____)

Address: _____)

Occupation: _____)

_____

Signature of Shareholder

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

Witness' Signature: _____)

Name: _____)

Address: _____)

Occupation: _____)

_____

Signature of Shareholder

FOR CORPORATE SHAREHOLDERS

The Common Seal of the above-named Shareholder 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 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 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 as may 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.

THIS FORM OF ACCEPTANCE AND TRANSFER FOR 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, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 5 APRIL 2021 (THE "**OFFER DOCUMENT**") IN RELATION TO THE PARTIAL OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANING ASCRIBED TO THEM IN THE OFFER DOCUMENT. IF YOUR ADDRESS AS SHOWN ON THE REGISTER OF MEMBERS OF PROCURRI CORPORATION LIMITED (THE "**COMPANY**") IS OUTSIDE SINGAPORE, YOU ARE ADVISED TO READ THE SECTION ENTITLED "**OVERSEAS SHAREHOLDERS**" IN THE OFFER DOCUMENT. THE AVAILABILITY OF THE PARTIAL OFFER TO OFFER SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE ("**OVERSEAS SHAREHOLDERS**") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS.

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER (THE "PARTIAL OFFER") BY NTCP SPV VIII (THE "OFFEROR") TO ACQUIRE SUCH NUMBER OF ISSUED ORDINARY SHARES (THE "OFFER SHARES") IN THE CAPITAL OF THE COMPANY (OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND PARTIES ACTING OR DEEMED TO BE ACTING IN CONCERT WITH THE OFFEROR) WHICH, WHEN AGGREGATED WITH THE 57,402,978 OFFER SHARES HELD BY NTCP SPV VII AND THE 10,530,900 OFFER SHARES HELD BY A.C.T. HOLDINGS PTE LTD, WOULD REPRESENT 51.00% OF THE TOTAL NUMBER OF SHARES IN ISSUE (EXCLUDING TREASURY SHARES) AS AT THE RECORD DATE (AS DEFINED BELOW), IN ACCORDANCE WITH THE SINGAPORE CODE ON TAKE-OVERS AND MERGERS

PART B – FOR ACCEPTANCES

FORM OF ACCEPTANCE AND TRANSFER FOR SHARES

(PART B OF THIS FAT NEED NOT BE RETURNED IF YOU DO NOT WISH TO ACCEPT THE PARTIAL OFFER)

B. FOR ACCEPTANCE

Part B: Number of Relevant Percentage Offer Shares (as defined below) and Excess Shares (as defined below) Tendered in Acceptance of the Partial Offer	**Share Certificate No(s).**	**Offer Price**	**For Official Use**
		S$0.365 in cash for each Offer Share	

NOTE: Please refer to paragraph 4 of the Instructions to this FAT for instructions on acceptance. IN PARTICULAR, PLEASE NOTE THAT AS STATED UNDER PARAGRAPH 4.2(v), IF YOU FAIL TO INSERT ANY NUMBER OF SHARES IN PART B OF THIS FAT, YOU WILL BE DEEMED NOT TO HAVE ACCEPTED THE PARTIAL OFFER IN RESPECT OF ANY OF YOUR SHARES UNDER THE PARTIAL OFFER. Last date and time for acceptance of the Partial Offer: 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**").

Based on the total number of Shares in issue and the number of Shares held by the Offeror Concert Party Group as at 26 March 2021, you are entitled to accept the Partial Offer in respect of the Relevant Percentage of the Shares held by you (the "**Relevant Percentage Offer Shares**") as at 5.00 p.m. (Singapore time) on 19 April 2021 (the "**Record Date**"), fractional entitlements to be disregarded. In addition, you may tender Shares that are in excess of your Relevant Percentage Offer Shares as at the Record Date (the "**Excess Shares**") for acceptance under the Partial Offer. Subject to the Partial Offer becoming unconditional in all respects, acceptances in excess of the Relevant Percentage Offer Shares will be scaled down proportionately, but in a manner which minimises the number of new odd-lot shareholdings as the directors of the Offeror may in their absolute discretion deem fit in the interest of the Offeror.

I/We, _____

(Full name(s) of Shareholder and joint Shareholder(s), if any)

of _____

_____

(Address)

Telephone No. (during office hours): _____

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "**Transferee**").

The consideration for acceptance of the Partial Offer is the Offer Price for each Offer Share, as stated in the Offer Document.

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

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Partial Offer, upon the terms and conditions contained in the Offer Document and this FAT. Save as set out in the Code and the Offer Document, my/our acceptance is irrevocable and any instructions or subsequent FAT(s) received by the Registrar 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 above-mentioned Offer Shares 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 Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant, *inter alia*, that the Offer Shares in respect of which the Partial Offer is accepted by me/us as or on our behalf of the beneficial owner(s) thereof 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 dividends, rights, other distributions and/or return of capital (if any) which may be announced, declared, paid or made by the Company in respect of the Offer Shares on or after the Offer Announcement Date.

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 or deemed to be acting in concert with the Offeror in connection with the Partial Offer.

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror or the Transferee 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 in respect of which I/we have accepted the Partial Offer, 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 as stated in the records of the Register, by ordinary post at my/our risk.

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 this FAT, the relevant share 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 Shareholders, to the joint accepting Shareholder 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 within 14 days from the lapse or withdrawal of the Partial Offer.

PART B – FOR ACCEPTANCES

I/We irrevocably authorise and direct the Offeror or its agent to send the consideration payable to me/us or any other documents which may be returned to me/us (including share certificate(s)) 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 of Members of the Company) at the relevant address maintained in the Register of Members of the Company, by ordinary post at my/our risk.

FOR INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of:)
Witness' Signature: _____)
Name: _____)
Address: _____)
Occupation: _____)

_____
Signature of Shareholder/first-named joint Shareholder

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of:)
Witness' Signature: _____)
Name: _____)
Address: _____)
Occupation: _____)

_____
Signature of 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) 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 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 as may 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 Shares as specified or comprised in this FAT subject to the terms and conditions in the Offer Document.
The Common Seal of the Transferee was hereunto affixed in the presence of:

_____ _____
Director Director/Secretary

INSTRUCTIONS

This FAT is for the use of Shareholders who have Shares registered in their own name in the Register as at the Record Date and who wish to vote on and/or accept the Partial Offer in respect of all or part of their total holding of 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 Shares beneficially owned by them and who wish to vote on and/or accept the Partial Offer in respect of such 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 Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Shares in time for them to vote on and/or accept the Partial Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to voting and acceptance of the Partial Offer are set out in Appendix 2 to the Offer Document.

This FAT has been sent to you on the understanding that all your Shares are registered in your name. If, however, your Shares are held on your behalf by CDP and you wish to vote on and/or accept the Partial Offer in respect of some or all of those 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 and the Offer Document. A copy of the FAA may be obtained from CDP by submitting a request to CDP via phone (+65 6535 7511) or email (asksgx@sgx.com). Electronic copies of the FAA may also be obtained on the website of the SGX-ST at www.sgx.com.

You may vote on the Partial Offer at the same time as, or separately from, the acceptance of the Partial Offer. If you wish to vote on the Partial Offer separately from the acceptance of the Partial Offer, please detach Part A and refer to paragraph 3 below for instructions on how to fill in Part A and send your vote. If you wish to accept the Partial Offer separately from the vote on the Partial Offer, please detach Part B and refer to paragraph 4 below for instructions on how to fill in Part B and send your acceptance. If you wish to send in your vote and your acceptance of the Partial Offer at the same time, you need not detach any part of this FAT and may send in your FAT in accordance with the instructions in paragraphs 3.1 and 4.1 below.

1. **Entitlement Notification Letter. A letter (the "Entitlement Notification Letter")** will be despatched to you after the Record Date to notify you, *inter alia*, of:
   (i) the number of Shares as at the Record Date in respect of which you are entitled to vote on the Partial Offer; and
   (ii) your Relevant Percentage Offer Shares.

   For the avoidance of doubt, if you are unsure about the number of Shares you hold as at the Record Date and/or if 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 before completing Part A and/or Part B of this FAT.
2. **Unregistered Shareholding.** If your Offer Shares are represented by share certificate(s) which are not registered with the Company in your own name, you may send in, at your own risk, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of transferee left blank (to be completed by the Offeror or a person authorised by it), by post in the enclosed pre-addressed envelope at your own risk to **NTCP SPV VIII, c/o Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898**, so as to arrive **NOT LATER THAN 5.30 P.M.(SINGAPORE TIME) ON 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 pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore.
3. **Voting under the Partial Offer.**
   3.1 **If you wish to vote for or against the Partial Offer, you should:**
      (i) complete Part A of this FAT in accordance with the provisions of the Offer Document and the instructions printed on this FAT. In particular, you must insert either an Indication (as defined below) or the number of Shares you wish to vote in the "**FOR**" or "**AGAINST**" box (as appropriate) in Part A of this FAT;
      (ii) sign Part A of this FAT in accordance with the provisions in the Offer Document and the instructions printed on this FAT; and
      (iii) deliver the completed and signed Part A of this FAT by post, in the enclosed pre-addressed envelope at your own risk to **NTCP SPV VIII, c/o Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898**, so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed Part A of this FAT is delivered by post to the Offeror, 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.

   3.2 (i) If you have inserted the number of Shares only in the "FOR" box and such number of Shares exceeds the total number of Shares held by you as at the Record Date, you will be deemed to have voted all your Shares held by you as at the Record Date for the Partial Offer.
      (ii) If you have inserted the number of Shares only in the "AGAINST" box and such number of Shares exceeds the total number of Shares held by you as at the Record Date, you will be deemed to have voted all your Shares held by you as at the Record Date against the Partial Offer.
      (iii) If you have inserted the number of Shares (instead of an Indication) in both the "FOR" and "AGAINST" boxes, you will be deemed to have voted such number of Shares inserted in the relevant boxes for or against the Partial Offer, respectively. If the total number of Shares inserted in both the "FOR" and "AGAINST" boxes exceeds the total number of Shares registered in your own name on the Register as at the Record Date, you will be deemed NOT to have voted for or against the Partial Offer.
      (iv) If you have inserted an Indication instead of the number of Shares only in the "FOR" box, you will be deemed to have voted all your Shares held by you as at the Record Date for the Partial Offer.
      (v) If you have inserted an Indication instead of the number of Shares only in the "AGAINST" box, you will be deemed to have voted all your Shares held by you as at the Record Date against the Partial Offer.
      (vi) If you have inserted both an Indication and the number of Shares in the same box in Part A of this FAT, only the number of Shares inserted in the box will be taken into account and the Indication will be disregarded.
      (vii) If you have inserted only an Indication in both the "FOR" and "AGAINST" boxes, you will be deemed not to have voted for or against the Partial Offer.
      (viii) If you have inserted an Indication in one box and the number of Shares in another box in Part A of this FAT, you will be deemed to have voted (1) the number of Shares inserted in the latter box for or against the Partial Offer (as the case may be) and (2) the remainder of your Shares held by you as at the Record Date, if any, against or for the Partial Offer (as the case may be).
      (ix) If you have neither inserted: (1) the number of Shares; nor (2) an Indication in Part A of this FAT, you will be deemed NOT to have voted either for or against the Partial Offer.

   3.3 For the purposes of this FAT, an "**Indication**" is defined as a **tick** (√), **cross** (x) or **such other forms of annotation** to be determined by the Registrar, the Financial Adviser and/or the Offeror in their absolute discretion for the purpose of ascertaining your Indication.
4. **Tendering Shares for acceptance under the Partial Offer.**
   4.1 If you wish to accept the Partial Offer, you should:
      (i) complete Part B of this FAT in accordance with the provisions of the Offer Document and the instructions printed on this FAT;
      (ii) sign Part B of this FAT in accordance with the provisions in the Offer Document and the instructions printed on this FAT; and
      (iii) deliver:
         (A) the completed and signed Part B of this FAT;
         (B) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror relating to the Shares in respect of which you wish to accept the Partial Offer. If you are recorded in the Register as holding Shares but do not have the relevant share certificate(s) relating to such 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 this Offer Document; and
         (C) where such 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 transferee left blank (to be completed by the Offeror or a person authorised by it),

      by post, in the enclosed pre-addressed envelope at your own risk to **NTCP SPV VIII, c/o Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898**, so as to arrive **NOT LATER THAN 5.30 P.M (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed Part B of this FAT is delivered by post to the Offeror, 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.

   4.2 (i) If you have inserted the number of Shares in Part B of this FAT (not exceeding the number of your Relevant Percentage Offer Shares), you will be deemed, to have accepted the Partial Offer in respect of such number of Shares so inserted in Part B of this FAT.
      (ii) If the number of Shares inserted in Part B of this FAT exceeds the number of the Relevant Percentage Offer Shares, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) subject to sub-paragraph (2) below, tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the lower of (1) the difference between the total number of Shares inserted in Part B of the FAT and all your Relevant Percentage Offer Shares and (2) the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer.
      (iii) If you want to accept the Partial Offer only in respect of part or all of your Relevant Percentage Offer Shares and do not want to tender any Excess Shares for acceptance, please ensure that you insert Shares up to the number of Relevant Percentage Offer Shares in Part B of this FAT.
      (iv) If you have inserted an Indication in Part B of this FAT, or if insertions in Part B of this FAT are not in terms of the number of Shares held by you, you will be deemed to have (i) accepted the Partial Offer in respect of all your Relevant Percentage Offer Shares and (ii) (if applicable) tendered the number of Shares in excess of your Relevant Percentage Offer Shares (up to the difference between the Shares represented by the attached share certificate(s) and all your Relevant Percentage Offer Shares) as Excess Shares, for acceptance under the Partial Offer.
      (v) If Part B of this FAT has been left blank, you will be deemed NOT to have accepted the Partial Offer and your acceptance will be rejected,

      provided always that:
      (1) in all instances, the number of Shares you will be deemed to have tendered for acceptance under the Partial Offer shall not be more than the lower of (i) the number of Shares represented by the attached share certificate(s) save where such share certificate(s) is/are not readily available or is/are lost and (ii) the number of Shares which are registered in your own name on the Register as at the Record Date;
      (2) you must ensure that you have attached the share certificate(s) for not less than the relevant number of Shares which you have tendered for acceptance under the Partial Offer, failing which you will be deemed to have accepted the Partial Offer in respect of such number of Shares (if any) which are represented by the attached share certificate(s) (provided that such number of Shares is equal to or lower than the number of Shares which you hold as at the Record Date); and
      (3) 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. Acceptances in excess of the Offer Shares will be Scaled-back proportionately but in a manner which minimises the number of new odd lot shareholdings as the Offeror may in its absolute discretion deem fit in the interest of the Offeror. Neither the Financial Adviser nor the Registrar takes responsibility for any decisions that the Offeror may have made.

   4.3 For the purposes of this FAT, an indication is defined as a **tick** (√), **cross** (x) **or such other forms of annotation** to be determined by the Registrar, the Financial Adviser and/or the Offeror in their absolute discretion for the purpose of ascertaining your Indication.
5. **Date of FAT. Please do not date this FAT or insert the name of the Offeror or the Transferee. This will be done on your behalf by a person nominated by the Offeror or the Transferee.**
6. **Unavailable/Missing Documents.** If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror and/or the Registrar, is/are not readily available or is/are lost, please contact **Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898**. This FAT should nevertheless be completed and delivered as above if you wish to vote for and/or accept the Partial Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **NTCP SPV VIII c/o Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898** as soon as possible thereafter and in any event not later than 5.30 p.m. (Singapore time) on the Closing Date.
7. **No Acknowledgements.** No acknowledgement of receipt of any FAT (or part thereof), share certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Offeror, the Financial Adviser and/or the Registrar.
8. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, should 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 attorney's signature in this FAT 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.
9. **Sole Shareholder Deceased.** If the sole Shareholder is deceased and if:
   (i) the Grant of Probate or Letters of Administration have been registered with the company secretary of the Company, this FAT must be signed by the personal representative(s) of the deceased and lodged with **NTCP SPV VIII, c/o Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898**; or
   (ii) the Grant of Probate or Letters of Administration have not been registered with the Company Secretary of the Company, the personal representative(s) of the deceased should sign this FAT. However, the original Grant of Probate or Letters of Administration must be lodged with **NTCP SPV VIII, c/o Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898** before the personal representative(s) can effect the transfer of the Shares to which this FAT relates.
10. **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 **NTCP SPV VIII, c/o Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898** accompanied by the certified true copy of the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentations, in respect of the deceased Shareholder.
11. **Particulars on Share Certificate(s).** If your name or other particulars are shown incorrectly on the share certificate, please carry out the following steps:
   (i) **Incorrect Name.** Please complete this FAT with the correct name and lodge it accompanied by 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;
   (ii) **Incorrect Address.** Please write the correct address on this FAT; and
   (iii) **Change of Name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
12. **Disclaimer and Discretion.** The Offeror and the Financial Adviser each reserves the right to treat votes for and acceptances of the Partial Offer as valid if received by or on behalf of it at any place or places determined by it otherwise than as stated in this Offer Document and in this FAT, or if made otherwise than in accordance with the provisions of this Offer Document and in this FAT. It is your responsibility to ensure that this FAT is properly completed in all respects and all required documents are provided. Any decision to reject any vote or acceptance will be final and binding and none of the Offeror, the Financial Adviser or the Registrar accepts any responsibility or liability for the consequences of such a decision. The Offeror and the Financial Adviser each reserves the right to treat votes for and acceptances of the Partial Offer as valid if received by or on behalf of it at any place or places determined by it otherwise than as stated in this Offer Document and in this FAT, or if made otherwise than in accordance with the provisions of this Offer Document and in this FAT. Votes and/or acceptances in the form of this FAT received by the Offeror or the Registrar on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
13. **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 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 Registrar (or for the purposes of payments only, to such address as may be specified in this FAT) at your sole risk.
14. **Conclusive Evidence.** Delivery of the duly completed and signed FAT to the Offeror shall be conclusive evidence in favour of the Offeror of the right and title of the person signing it to deal with the same and with the Offer Shares to which it relates.
15. **Liability.** You agree that none of the Offeror, OCBC 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, OCBC, 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 form, any FAT and/or any information and/or documents submitted therewith. The Offeror, the Financial Adviser or the Registrar, as the case may be, shall not be liable for any loss in transmission of this FAT.
16. **Governing Law and Third Party Rights.** The Partial Offer, the Offer Document, this FAT 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 and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided to the contrary in this FAT and/or the Offer Document, a person who is not a party to any contracts made pursuant to the Partial Offer, this Offer Document and this 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 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.
17. **Personal Data Privacy.** By completing and delivering this FAT, you: (i) consent to the collection, use and disclosure of your personal data by the Receiving Agent, the Offeror, Financial Adviser and the Company (the "**Relevant Persons**") for the purpose of facilitating your voting on and 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.