

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 6 DECEMBER 2021 (THE "WARRANTS PROPOSAL LETTER") IN RELATION TO THE WARRANTS PROPOSAL (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS WARRANTS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE WARRANTS PROPOSAL LETTER.

THE AVAILABILITY OF THE WARRANTS PROPOSAL TO WARRANTHOLDERS OF VIKING OFFSHORE AND MARINE LIMITED (THE "COMPANY") WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "OVERSEAS WARRANTHOLDERS") AS SHOWN IN THE REGISTER OF HOLDERS OF WARRANTS OF THE COMPANY (THE "REGISTER OF WARRANTHOLDERS") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS WARRANTHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS WARRANTHOLDERS" IN THE WARRANTS PROPOSAL LETTER CAREFULLY.

MANDATORY UNCONDITIONAL CASH OFFER (THE "OFFER") BY UOB KAY HIAN PRIVATE LIMITED ("UOBKH"), FOR AND ON BEHALF OF MR. TOH KOK SOON, SYNERGY SUPPLY CHAIN MANAGEMENT SDN. BHD., IRELIA MANAGEMENT SDN. BHD., TRISTAN MANAGEMENT SDN. BHD. AND SUBTLEWAY MANAGEMENT SDN. BHD. (THE "JOINT OFFERORS"), TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF THE COMPANY EXCLUDING TREASURY SHARES AND THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE JOINT OFFERORS.

**MANDATORY UNCONDITIONAL CASH OFFER
FOR
VIKING OFFSHORE AND MARINE LIMITED
PROPOSAL TO THE WARRANTHOLDERS
FORM OF ACCEPTANCE AND TRANSFER FOR WARRANTS**

(THIS WARRANTS FAT NEED NOT BE SUBMITTED TO M & C SERVICES 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\$0.01 in cash for each Warrant	

NOTE: Please refer to paragraph 1 on page 2 of this Warrants FAT for instructions on inserting the number of Warrants above. Last date and time for acceptance of the Warrants Proposal: 5.30 p.m. (Singapore time) on 3 January 2022 (the "Closing Date"). The Joint Offerors do not intend to extend the Warrants Proposal beyond 5.30 p.m. (Singapore time) on 3 January 2022 or to revise the terms of the Warrants Proposal.

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

do hereby transfer to the Joint Offerors or any person nominated in writing by the Joint Offerors (the Joint Offerors or such person 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\$0.01 in cash for each Warrant, as stated in the Warrants Proposal Letter.

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

Irrevocable Acceptance. My/Our completion, execution and submission of this Warrants FAT shall constitute my/our irrevocable acceptance of the Warrants Proposal upon the terms and subject to the conditions contained in the Warrants Proposal Letter and this Warrants FAT. Except as expressly provided in the Warrants Proposal Letter and the Code, acceptances of the Warrants Proposal shall be irrevocable.

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 Transferee, and to enable the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Warrants as specified in the Warrants Proposal 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 as or on behalf of the beneficial owner(s) thereof are, and when transferred to the Transferee, will be (i) validly issued and fully paid; (ii) free from all mortgages, assignments, debentures, liens, hypothecation, charges, pledges, adverse claims, rent-charge, title retention, claims, equity, options, encumbrances, pre-emption rights, rights to acquire, security agreement and security interest or other rights of whatever nature; and (iii) together with all rights, benefits and entitlements attached thereto as at 18 November 2021 (the "Offer Announcement Date") and thereafter attaching thereto, including all voting rights and the right to receive and retain all dividends, rights, return of capital and/or other distributions (if any) which may be announced, declared, made or paid by the Company on or after the Offer Announcement Date.

Authorisation. I/We irrevocably authorise any person nominated in writing 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 Joint Offerors or their agent to send cheques for the appropriate amounts, being the consideration for the Warrants payable to me/us in respect of which I/we have accepted the Warrants Proposal, 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 of Warrantholders) at the relevant address as stated in the records of the Register of Warrantholders, by ordinary post at my/our risk.

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

PLEASE SIGN HERE

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 common seal being affixed and witnessed in accordance with its Constitution and/or other constitutive documents and/or other regulations. If a corporation does not by the law of the country of its incorporation require a common seal to execute this 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 Joint Offerors. The Joint Offerors will be entitled to call for such evidence of due execution or authority as they 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 Warrants Proposal 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 Warrantheolders 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"). Warrantheolders who hold the warrant certificate(s) 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 certificate(s) with CDP during the period commencing on the date of the Warrants Proposal Letter and ending on the Closing Date (both dates inclusive). Warrantheolders 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 Warrants Proposal Letter. Further provisions relating to acceptance are set out in Appendix 1 of the Warrants Proposal Letter under the section entitled "Procedures for Acceptance of 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 those Warrants, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for Warrants (the "Warrants FAA") in accordance with the instructions printed thereon in respect of such Warrants which are held on your behalf by CDP. A copy of the Warrants FAA may be obtained upon production of satisfactory evidence that you are a Warrantheolder of the Company from CDP by contacting CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or emailing CDP at asksgx@sgx.com. **Electronic copies of the Warrants FAA may also be obtained on the website of the SGX-ST at www.sgx.com.**

1. **Acceptance by Warrantheolders.** 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 Warrants Proposal 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 Warrants Proposal Letter and the instructions printed on this Warrants FAT; and
 - (iii) deliver:
 - (a) the completed and signed Warrants FAT;
 - (b) the warrant certificate(s), other document(s) of title and/or other relevant document(s) required by the Joint Offerors 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 Joint Offerors, or any person nominated in writing by the Joint Offerors or a person authorised by either); and
 - (d) any other relevant document(s),either:
 - (I) by hand, to **MR. TOH KOK SOON, SYNERGY SUPPLY CHAIN MANAGEMENT SDN. BHD., IRELIA MANAGEMENT SDN. BHD., TRISTAN MANAGEMENT SDN. BHD. AND SUBTLEWAY MANAGEMENT SDN. BHD. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902;** or
 - (II) by post, at your own risk using the enclosed pre-addressed envelope, to **MR. TOH KOK SOON, SYNERGY SUPPLY CHAIN MANAGEMENT SDN. BHD., IRELIA MANAGEMENT SDN. BHD., TRISTAN MANAGEMENT SDN. BHD. AND SUBTLEWAY MANAGEMENT SDN. BHD. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902,**in either 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 Joint Offerors, please use the pre-addressed envelope, which is not pre-paid for posting. It is your responsibility to affix adequate postage on the said envelope.
2. **Unregistered Warrantheolding.** If your Warrantheolding 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 Joint Offerors together with this Warrants FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Warrants and stamped, with the particulars of the transferee left blank (to be completed by the Transferee or a person authorised by it).
3. **Date of Warrants FAT.** Please do 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 Joint Offerors or the Transferee.
4. **Unavailable/Missing Documents.** If you are recorded in the Register of Warrantheolders 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 Warrants Proposal Letter and this Warrants FAT. If your warrant certificate(s) or transfer form(s) and/or other relevant document(s) required by the Joint Offerors and/or the Warrant Agent, is/are not readily available or is/are lost, 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 as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date.
5. **No Acknowledgements.** No acknowledgement of receipt of any Warrants FAT, warrant certificate(s), other document(s) of title, transfer form(s) and/or any other accompanying document(s) will be given by the Joint Offerors, UOBKH or the Warrant Agent.
6. **Warrantheolder Abroad.** If the Warrantheolder 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 Warrantheolder for 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 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 Warrants FAT. No other signatures are acceptable.
7. **Warrantheolder Deceased.** If the sole Warrantheolder is deceased and if:
 - (i) the Grant of Probate or Letters of Administration has been registered with the Company Secretary of the Company, this Warrants FAT must be signed by all the personal representative(s) of the deceased and lodged with **MR. TOH KOK SOON, SYNERGY SUPPLY CHAIN MANAGEMENT SDN. BHD., IRELIA MANAGEMENT SDN. BHD., TRISTAN MANAGEMENT SDN. BHD. AND SUBTLEWAY MANAGEMENT SDN. BHD. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902;** or
 - (ii) the Grant of Probate or Letters of Administration has not been registered with the Company Secretary of the Company, all the personal representative(s) of the deceased must go to the Company Secretary of the Company personally together to register and lodge the original Grant of Probate or Letters of Administration with the Company Secretary of the Company first, before submitting this Warrants FAT. The Grant of Probate or Letters of Administration must be lodged with **MR. TOH KOK SOON, SYNERGY SUPPLY CHAIN MANAGEMENT SDN. BHD., IRELIA MANAGEMENT SDN. BHD., TRISTAN MANAGEMENT SDN. BHD. AND SUBTLEWAY MANAGEMENT SDN. BHD. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902** before the personal representative(s) of the deceased can effect the transfer of the Warrants to which this Warrants FAT relates.
8. **Joint Warrantheolder Deceased.** If one of the joint Warrantheolders is deceased, this Warrants FAT must be signed by all the surviving joint Warrantheolder(s) and lodged with **MR. TOH KOK SOON, SYNERGY SUPPLY CHAIN MANAGEMENT SDN. BHD., IRELIA MANAGEMENT SDN. BHD., TRISTAN MANAGEMENT SDN. BHD. AND SUBTLEWAY MANAGEMENT SDN. BHD. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902,** accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentation, in respect of the deceased Warrantheolder.
9. **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 this 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, lodge your Marriage Certificate or the Deed Poll with this Warrants FAT for noting.
10. **Disclaimer.** Each of the Joint Offerors, UOBKH, the Warrant Agent and CDP will be authorised and entitled, in their sole and absolute discretion, to reject 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 Warrants Proposal Letter and this Warrants FAT or which is otherwise incomplete, incorrect, unsigned, 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 and that the Warrants FAT should be submitted with original signature(s) and all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Joint Offerors, UOBKH, the Warrant Agent or CDP accepts any responsibility or liability for such decision, including the consequences thereof.
11. **Discretion.** Each of the Joint Offerors and UOBKH 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 Warrants Proposal Letter or in this Warrants FAT, or if made otherwise than in accordance with the provisions of the Warrants Proposal Letter and in this Warrants FAT, as the case may be. Any decision to reject or treat such acceptances as valid will be final and binding and none of the Joint Offerors, UOBKH or the Warrant Agent accepts any responsibility or liability for such decision, including the consequences thereof.
12. **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 accepting Warrantheolders who have not designated any agent, to the one first-named in the Register of Warrantheolders, 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 own risk. None of the Joint Offerors, UOBKH, the Warrant Agent or CDP accepts any responsibility or liability for the loss in transmission of any communication, certificate, notice, document or remittance.
13. **Conclusive Evidence.** Delivery of this duly completed and signed Warrants FAT, together with the relevant warrant certificate(s) and/or other document(s) of title (where applicable) and/or any other relevant document(s) required by the Joint Offerors, to the Joint Offerors, CDP and/or the Warrant Agent, shall be conclusive evidence in favour of the Joint Offerors, UOBKH, CDP and/or 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.
14. **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 Joint Offerors, UOBKH, CDP, CPF Board, the SGX-ST, Securities Clearing and Computer Services (Pte) Ltd, and the Company (the "Relevant Persons") or any persons designated by the Relevant Persons in connection with the purpose of facilitating your acceptance of the Warrants Proposal, and in order for the Relevant Persons or such designated person 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; and (iii) agree that you will indemnify the Relevant Persons or such designated person in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of such warranty.
15. **Governing Law and Third Party Rights.** By completing and delivering 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 Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless otherwise expressly provided in this Warrants FAT or the Warrants Proposal Letter, a person who is not a party to any contracts made pursuant to the Warrants Proposal, the Warrants Proposal 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 and in the Warrants Proposal Letter, 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.