

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES (THIS "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 31 MAY 2019 (THE "OFFER DOCUMENT") IN RELATION TO THE OFFER (AS DEFINED BELOW). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE ADDRESSES, AS SHOWN IN THE REGISTER OF MEMBERS OF THE COMPANY AS MAINTAINED BY THE REGISTRAR (AS DEFINED BELOW) (THE "REGISTER") OF THE COMPANY ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") 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 OFFER (THE "OFFER") BY OVERSEA-CHINESE BANKING CORPORATION LIMITED ("OCBC BANK"), FOR AND ON BEHALF OF M-UNIVERSE INVESTMENTS PTE. LTD. (THE "OFFEROR"), FOR ALL OF THE ISSUED ORDINARY SHARES IN THE CAPITAL OF MEMTECH INTERNATIONAL LTD. (THE "COMPANY" OR "MEMTECH"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR, ITS RELATED CORPORATIONS OR THEIR RESPECTIVE NOMINEES (THE "OFFER SHARES")**

**VOLUNTARY CONDITIONAL CASH OFFER  
FOR  
MEMTECH INTERNATIONAL LTD.**

**FORM OF ACCEPTANCE AND TRANSFER FOR THE OFFER SHARES**

(THIS FAT NEED NOT BE SUBMITTED TO M & C SERVICES PRIVATE LIMITED (THE "REGISTRAR" OR THE "RECEIVING AGENT") IF YOU DO NOT WISH TO ACCEPT THE OFFER)

| PART A – Number of Offer Shares<br>Tendered in Acceptance of the Offer | PART B – Share Certificate No(s). | Consideration  | FOR OFFICIAL USE |
|--|-----------------------------------|--|------------------|
|  |                                   | Offer Price of S\$1.35 in cash<br>for each Offer Share |                  |

**NOTE: Please refer to paragraph 2 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last time and date for acceptance of the Offer: 5.30 p.m. (Singapore time) on 28 June 2019 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) _____<br>(Full name of Shareholder and joint Shareholder(s), if any)<br>of _____<br>(Address)<br>Telephone No. (Office/Home): _____ (Handphone): _____<br>E-mail: _____ |
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do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee") the Offer Shares as stated in Part A above comprised in the share certificate(s) stated in Part B above.

**The consideration for acceptance of the Offer is the Offer Price, being S\$1.35 in cash for each Offer Share, as stated in the Offer Document. The Offer Price is final and the Offeror does not intend to revise the Offer Price.**

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

**Acceptance Irrevocable.** My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Offer, on the terms and subject to the conditions contained in the Offer Document and this FAT. Except as expressly provided in the Offer Document and the Code, my/our acceptance of the Offer is irrevocable and any instructions or subsequent FAT(s) received by the Receiving Agent 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 Offer Shares stated in Part A above 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 that the Offer Shares tendered by me/us in acceptance of the Offer as or on behalf of the beneficial owner(s) thereof are, and when transferred to the Offeror or the Transferee, will be acquired (i) fully paid; (ii) free from all claims, charges, liens, pledge, mortgages, encumbrances, declarations of trust, hypothecation, retention of title, power of sale, equity, options, rights of pre-emption, rights of first refusal, moratoriums or other third party rights or interests of any nature whatsoever; and (iii) together with all rights, benefits and entitlements attached thereto as at the date of the Offer announcement released by the Offeror, being 14 May 2019 (the "Offer Announcement Date") and thereafter attaching thereto, including the right to receive and retain (if any) all Distributions announced, declared, paid or made by the Company on or after the Offer Announcement Date. In the event of any such Distribution, the Offer Price payable may be reduced by the amount of such Distribution in accordance with the terms and subject to the conditions contained in the Offer Document.

**Authorisation.** I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this FAT and to complete the particulars of the Offeror or the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send S\$ crossed cheques for the aggregate Offer Price in respect of the Offer Shares validly tendered in acceptance of the Offer will be despatched to me/us by ordinary post, at my/our own risk, to the address stated above or, if none is set out, to me/us (or in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register) at the relevant address maintained in the Register.

**Return of Offer Shares.** In the event that the Offer does not become or is not declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT, my/our share certificate(s) and/or any other accompanying document(s) will be returned to me/us by ordinary post to my/our relevant address as it appears in the records of the Registrar (or in the case of joint Shareholders, to the joint accepting Shareholder first-named in the Register) at my/our own risk as soon as possible but, in any event, within 14 days from the withdrawal or lapse of the Offer.

**Offer Unconditional.** In the event that you have accepted the Offer in accordance with the provisions contained herein in this FAT and in the Offer Document and the Offer becomes or is declared unconditional in all respects in accordance with its terms, upon the Offeror's despatch of consideration for the Offer Shares in respect of which you have accepted the Offer, remittances in the form of S\$ crossed cheques for the aggregate Offer Price in respect of the Offer Shares validly tendered in acceptance of the Offer will be despatched 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) by ordinary post, at your own risk, and as soon as practicable and in any case:

- (a) in respect of acceptances of the Offer which are complete and valid in all respects and are received **on or before** the date on which the Offer has become or is declared unconditional in all respects in accordance with its terms (the "Offer Unconditional Date"), within seven Business Days of that date; or
- (b) in respect of acceptances of the Offer which are complete and valid in all respects and are received **after** the Offer Unconditional Date, but on or before the Closing Date, within seven Business Days of the date of such receipt.

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

PLEASE SIGN HERE

**FOR INDIVIDUAL SHAREHOLDERS**

|  |  |
|--|--|
| Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of: _____ )<br>Witness' Signature: _____ )<br>Name: _____ )<br>NRIC/Passport No.: _____ )<br>Address: _____ )<br>Occupation: _____ ) | Signature of Shareholder/first-named joint Shareholder |
|--|--|

|  |  |
|--|--|
| Signed, sealed and delivered by the above-named joint Shareholder in the presence of: _____ )<br>Witness' Signature: _____ )<br>Name: _____ )<br>NRIC/Passport No.: _____ )<br>Address: _____ )<br>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: _____ )<br>_____<br>Director | _____<br>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 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**

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| The Offeror or the Transferee hereby accepts the transfer of the number of Offer Shares as specified or comprised in this FAT, on the terms and subject to conditions in the Offer Document and this FAT.<br><br>_____<br>Authorised Signatory |
|--|

## 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 of the Offer by a Shareholder are set out in Appendix 2 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 return 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 CDP at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Electronic copies of the FAA may also be obtained on the website of the SGX-ST at [www.sgx.com](http://www.sgx.com).

- Disclaimer and Discretion.** The Offeror, OCBC Bank and/or the Receiving Agent will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through this FAT which is not entirely in order or which does not comply with the terms of the Offer Document and this FAT or which is otherwise incomplete, incorrect, signed but not in its originality, unsigned 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 required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance of the Offer through this FAT will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations or any Consortium Member), OCBC Bank and/or the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences of such a decision.

The Offeror and OCBC Bank each reserves 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, or if made otherwise than in accordance with the provisions of the Offer Document and in this FAT. Any decision to reject or treat such acceptances as valid will be final and binding and none of the Offeror (or, for the avoidance of doubt, the Offeror's related corporations or any Consortium Member), OCBC Bank and/or the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences of such a decision.

**For the avoidance of doubt, FATs received by the Receiving Agent on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.**

- Acceptance.** If you wish to accept the Offer in respect of all or any of your Offer Shares, you should:
  - complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT. **In particular, you must state in Part A of this FAT the number of Offer Shares in respect of which you wish to accept the Offer and state in Part B of this FAT the share certificate number(s) of the relevant share certificate(s).** If you:
    - do not specify such number in **Part A** of this FAT; or
    - specify a number in **Part A** of this FAT which exceeds the number of Offer Shares represented by the attached share certificate(s) accompanying this FAT, you shall be deemed to have accepted the Offer in respect of the total number of Offer Shares represented by the share certificate(s) accompanying this FAT;
  - sign this FAT in accordance with Paragraph 1.2 of Appendix 2 to the Offer Document and the instructions printed on this FAT; and
  - deliver:
    - this completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
    - the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Receiving Agent relating to the Offer Shares in respect of which you wish to accept the Offer. 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 this FAT;
    - where such Offer 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 the transferee left blank (to be completed by the Offeror or the Transferee or a person authorised by either); and
    - any other relevant document(s), either:
      - by hand to **M-Universe Investments Pte. Ltd. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902**; or
      - by post, in the enclosed pre-addressed envelope at your own risk, to **M-Universe Investments Pte. Ltd. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902**,

**in each case so as to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE.** If this completed and signed FAT is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with this FAT. It is your responsibility to affix adequate postage on the said envelope. Settlement of the Offer Price for such Offer Shares cannot be made until all relevant documents have been properly completed and delivered. Proof of posting is not proof of receipt by the Offeror at the above address.

- Unregistered Shareholding.** If your shareholding is not registered with the Company, you may send in, at your own risk, the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror 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 the Transferee or a person authorised by either).
- 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 or the Transferee.
- Unavailable/Missing Documents.** If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror is/are not readily available or is/are lost, 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 to **M-Universe Investments Pte. Ltd. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902** as soon as possible thereafter but in any event before 5.30 p.m. (Singapore time) on the Closing Date.
- No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other document(s) required will be given by the Offeror, OCBC Bank or the Receiving Agent.
- 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, by 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 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.
- Sole Shareholder Deceased.** If the sole Shareholder is deceased and if:
  - the grant of probate or letters of administration have been registered and lodged with the company secretary of the Company, this FAT must be signed by all the personal representative(s) of the deceased and delivered to **M-Universe Investments Pte. Ltd. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902**; or
  - the grant of probate or letters of administration have not been registered and lodged with the company secretary of the Company, the personal representative(s) of the deceased must go to **M-Universe Investments Pte. Ltd. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902** personally together to register and lodge the original grant of probate or letters of administration with **M-Universe Investments Pte. Ltd. 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 Offer Shares to which this FAT relates.
- 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 **M-Universe Investments Pte. Ltd. c/o M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902**, accompanied by the death certificate, letters of administration and/or all other relevant documentation in respect of the deceased Shareholder.
- 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:
  - 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;
  - Incorrect address.** Please write the correct address on this FAT; and
  - Change of name.** If you have changed your name, lodge your marriage certificate or the deed poll with this FAT for noting.
- Risk of Posting.** No acknowledgment will be given for submissions made. 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 remittances only, to such address as may be specified in this FAT) at your sole risk.
- Evidence of Title.** Delivery of this duly completed and signed FAT, together with the relevant share certificate(s) and/or other document(s) of title and/or any other relevant document(s) required by the Offeror, to the Offeror (or its nominee) and/or the Receiving Agent, shall be conclusive evidence in favour of the Offeror (or its nominee), OCBC Bank and the Receiving Agent 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.
- Governing Law and Third Party Rights.** By completing 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 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 or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document, this FAT and/or any related documents, 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 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.