This Form of Acceptance and Authorisation ("**FAA**") for Target Shares (as defined below) 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 advisor immediately.

This FAA relates to the Offer Document dated **24 February 2023** in relation to the Offer (as defined below). Unless otherwise defined or the context requires otherwise, capitalised terms used in this FAA bear the same meanings ascribed to them in the Offer Document.

The availability of the 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 OFFER (THE "OFFER") FOR GLOBAL DRAGON LIMITED ("GDL")
FORM OF ACCEPTANCE AND AUTHORISATION FOR TARGET SHARES

(DO NOT SUBMIT THIS FAA TO CDP IF YOU DO NOT WISH TO ACCEPT THE OFFER.)

A

NAME(S) AND ADDRESS OF DEPOSITOR(S)

SECURITIES ACCOUNT NUMBER AND TARGET SHARES HELD BY YOU

B The Offer Price

The Offeror would like to acquire the issued ordinary shares in the capital of GDL (the "**Target Shares**") held by you at the **Offer Price of S$0.12 for each Target Share**. Submit your Form of Acceptance and Authorisation to The Central Depository (Pte) Limited ("**CDP**") (a) in electronic form via investors.sgx.com, or (b) in physical form by completing Section C below and sending this form to the addresses below, in either case **only** if you wish to accept the Offer.

C Declaration by Shareholder

I/we wish to accept the Offer for the number of Target Shares as indicated below.

Choose one option

☐ All the Target Shares indicated in Section A,

OR

☐ the number of Target Shares as indicated in the box below

Choose one option for acceptance of the Offer

Scan QR Code or go to investors.sgx.com to submit instructions online (applicable to Individual and Joint-Alt account holders only)

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

Sign here

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

Date here

Date

D Form Submission

Please submit your Form of Acceptance and Authorisation to JK Global Wealth Pte. Ltd. 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. on 24 March 2023 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").

If you have any enquiries, please refer to www.sgx.com/cdp for the list of FAQs or call CDP Customer Service at +65 6535 7511.

INSTRUCTIONS

The FAA is for the use of Depositors who wish to accept the Offer in respect of all or part of the total number of Target Shares standing to the credit of the "Free Balance" of their Securities Account or purchased on the Singapore Exchange Securities Trading Limited (the "SGX ST"). The FAA and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix 1 to the Offer Document.

This FAA has been sent to you on the understanding that all your Target Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Target Shares and you wish to accept the Offer in respect of those Target Shares held in scrip form, you should submit at your own risk, the Form of Acceptance and Transfer (the "**FAT**") for Target Shares in accordance with the instructions printed thereon in respect of such Target Shares held in scrip form. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of **Global Dragon Limited, from Boardroom Corporate & Advisory Services Pte. Ltd. (the "Registrar")** at **1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632**. Electronic copies of the FAT may also be obtained on the website of the SGX-ST at www.sgx.com.

1. **Acceptance.** If you wish to accept the Offer using the FAA, it must be completed, signed and submitted strictly in the manner set out in Sections C and D overleaf and in accordance with the provisions and instructions of the Offer Document an in this form or the electronic form of the FAA **NOT LATER THAN 5.30 P.M. ON THE CLOSING DATE**. Proof of posting is not proof of receipt by the Offeror at the above addresses. **Depositors who are corporations or joint signatories account holders cannot submit their FAA In electronic form.**

   Each of the Offeror, DBS Bank Ltd. ("**DBS Bank**") and CDP will be authorised and entitled, in their absolute discretion, to reject or treat as valid any acceptances of the Offer which are not entirely in order or which do not comply with the provisions and instructions contained in the Offer Document and in this form or the electronic form of the FAA or which are otherwise incomplete, incorrect, unsigned or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that the FAA is properly completed in all respects, and all supporting documents, where applicable, are provided. Any decision to reject or treat as valid any acceptance of the Offer through the FAA will be final and binding and none of the Offeror, DBS Bank or CDP accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror and DBS Bank reserve the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in the Offer Document or in the FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and this form. CDP takes no responsibility for any decision made by the Offeror or DBS Bank. Acceptances in the form of the FAA received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day. Except as expressly provided in the Offer Document and the Code, acceptances of the Offer shall be irrevocable.

2. **Acceptance by Depositors whose Securities Accounts are credited with Target Shares.** Please indicate in the FAA the number of Target Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which the Offer is accepted. Subject to the provisions of paragraph 3 below:

   (a) (i) if the number of Target Shares indicated in Section C of the FAA exceeds the number of Target Shares standing to the credit of the "Free Balance" of your Securities Account as at the date of receipt of this FAA by CDP (the "**Date of Receipt**") or, in the case where the Date of Receipt is on the Closing Date, by 5.30 p.m. on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date); or,

   (ii) if no such number of Target Shares is indicated in Section C,

   then you are deemed to have accepted the Offer in respect of all the Target Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. on the Closing Date (if the FAA is received by CDP on the Closing Date); and

   (b) if, at the time of verification by CDP of the FAA on the Date of Receipt, if paragraph 2(a)(i) above applies, and there are outstanding settlement instructions with CDP to receive further Target Shares into the "Free Balance" of your Securities Account ("**Unsettled Buy Position**"), and the Unsettled Buy Position settles such that the Target Shares in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Offer is open, up to 5.30 p.m. on the Closing Date ("**Settled Shares**"), you shall be deemed to have accepted the Offer in respect of the balance number of Target Shares indicated in the FAA which have not yet been accepted pursuant to paragraph 2(a)(i) above, or the number of Settled Shares, whichever is less.

   In respect of the FAA:

   (aa) if a number of Target Shares is inserted in the box provided in Section C of this form or in the electronic form of the FAA, you will be deemed to have accepted the Offer in respect of such number of Target Shares inserted in the box provided in Section C of this form or the electronic form of the FAA, subject to paragraphs 2(a)(i) and 2(b) above;

   (bb) if you have ticked both options in Section C of this FAA, but have not inserted a number in the box provided in Section C of this FAA, you will be deemed to have accepted the Offer in respect of all the Target Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. on the Closing Date (if the Date of Receipt is on the Closing Date); or

   (cc) if there is no number of Target Shares indicated in Section A of this form, but you have chosen the option in Section C of this form or the electronic form of the FAA to accept the Offer for all the Target Shares indicated in Section A, you will be deemed to have accepted the Offer in respect of all the Target Shares already standing to the credit of the "Free Balance" of your Securities Account as at the Date of Receipt or 5.30 p.m. on the Closing Date (if Date of Receipt is on the Closing Date).

3. **Acceptance by Depositors whose Securities Accounts will be credited with Target Shares.** If you have purchased Target Shares on the SGX-ST ("**SGX-ST**"), a FAA in respect of such Target Shares bearing your name and Securities Account number will be sent to you by CDP, and if you wish to accept the Offer in respect of such Target Shares, you should, after the "Free Balance" of your securities account has been credited with such number of Target Shares, submit the FAA in accordance with the instructions contained herein. If you do not receive that FAA, you may obtain a copy, upon production of satisfactory evidence that you have purchased the Target Shares on the SGX-ST, from The Central Depository (Pte) Limited, by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services (asksgx@sgx.com).

4. **Rejection.** If you purchase Target Shares on the SGX-ST, your acceptance in respect of such Target Shares will be rejected if the "Free Balance" of your Securities Account is not credited with such Target Shares by the Date of Receipt, or if the Date of Receipt is on the Closing Date, by 5.30 p.m. on the Closing Date, unless paragraphs 2(a)(i) read together with 2(b) above apply. If the Unsettled Buy Position does not settle by 5.30 p.m. on the Closing Date, your acceptance in respect of such Target Shares will be rejected. None of the Offeror, DBS Bank or CDP accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.

5. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FAA should 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 the 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 executed by an Attorney cannot be submitted in electronic form.**

6. **Deceased Securities Account Holders.**

   (a) If the sole securities account holder is deceased and if:

   (i) the Grant of Probate or Letters of Administration have been registered and lodged with CDP, this FAA must be signed by all the personal representative(s) of the deceased and lodged with **JK Global Wealth Pte. Ltd.**, c/o The Central Depository (Pte) Limited at Robinson Road Post Office P.O. Box 1984 Singapore 903934, by post at your own risk using 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; or

   (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased must register and lodge the original Grant of Probate or Letters of Administration with CDP first, before submitting this FAA. Please contact CDP at +65 6535 7511 or via email at asksgx@sgx.com for further details.

   (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).

   (ii) Joint signatories account, this FAA must be signed by ALL surviving joint holder(s) and lodged with the **JK Global Wealth Pte. Ltd.**, c/o The Central Depository (Pte) Limited, accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased holder. Please contact CDP at +65 6535 7511 or via email at asksgx@sgx.com for further details.

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

7. **Broker-Linked Balance.** If you hold Target Shares in a Broker-linked Balance and you wish to accept the Offer in respect of such Target Shares, you must take the relevant steps to transfer such Target Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FAA may not be used to accept the Offer in respect of Target Shares in a Broker-linked Balance.

8. **Target Shares purchased with Central Provident Fund ("CPF").** If your purchase of the above Target Shares was settled through your CPF approved agent bank, finance company or depository agent and you wish to accept the Offer, your acceptance would have to be made through your CPF approved agent bank included under the CPF Investment 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.

10. **Acceptance via SGX-SFG service (This section is applicable to Depository agents only).** Depository Agents may accept the Offer via the SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive acceptances on its behalf. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Offer Document as if the FAA had been completed and delivered to CDP.

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

12. **General.** No acknowledgement will be given for submissions made. All communications, notices, documents and payments 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 Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Target 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 **JK Global Wealth Pte. Ltd.**, 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 the Offeror, DBS Bank and/or CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

13. **Conclusive Evidence.** Lodgement of the FAA with **JK Global Wealth Pte. Ltd.**, c/o The Central Depository (Pte) Limited, in any manner permitted and as stated in this form shall be conclusive evidence in favour of the Offeror, the Transferee and CDP of the right and title of the person submitting it to deal with the same and with the Target Shares which it relates. Upon receipt of this FAA, CDP will transfer the Target Shares in respect of which you have accepted the Offer from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Target Shares will be held in the "Blocked Balance" until the consideration for such Target Shares has been despatched to you. The Offeror 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 neither the Offeror, DBS Bank nor CDP shall be liable for any action or omission in respect of this form, any FAA and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Offeror, DBS Bank, CDP and 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, neither the Offeror, the DBS Bank, nor CDP shall be liable for any loss in transmission of this FAA.

15. **Notification.** If you have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and the Offer becomes or is declared to be unconditional in all respects, then, upon the Offeror's despatch of the consideration for the Target Shares in respect of which you have accepted the Offer, CDP will send you a notification letter stating the number of Target 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 and in any event:

   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 turns unconditional, within 7 Business Days of that date; or

   b. in respect of acceptances which are complete and valid in all respects and are received after the Offer turns unconditional, but before the Offer closes, within 7 Business Days of the Date of Receipt of such receipt.

   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).

16. **Governing Law and Third Party Rights.** By completing and submitting the FAA, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this form or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and the FAA, has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of such contracts. Notwithstanding any term contained 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. **Enquiries on number of Target Shares in your Securities Account.** For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Target Shares in your Securities Account. You can verify the number of Target 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".

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 such acceptance and the transfer of the Target Shares tendered in acceptance of the Offer to the Offeror or the Transferee, and to enable the Offeror or any person nominated in writing by the Offeror (hereinafter called the "**Transferee**") to exercise all rights and receive all benefits accruing to or arising from the above mentioned Target Shares as specified in the Offer Document.

2. **Warranty.** I/We unconditionally and irrevocably warrant that the Target Shares in respect of which the 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 liens, equities, claims, charges, pledges, mortgages, encumbrances, options, powers of sale, declarations of trust, hypothecations, retentions of title, rights of pre-emption, rights of first refusal, moratorium or any other third party rights or security interests of any nature whatsoever or any agreements, arrangements or obligations to create any of the foregoing; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at 10 February 2023 (the "**Announcement Date**") and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions and/or return of capital (if any) declared, paid or made by GDL in respect of the Target Shares on or after the Announcement Date.

3. **CDP Authorisation – Blocked Balance.** I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Target Shares in respect of which I/we have accepted the 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 Target Shares, in the event of the Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, transferring the relevant number of such Target Shares to 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 Target Shares in respect of which I/we have accepted the Offer on the date of settlement of the consideration for such Target Shares, in the event of the 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 Target Shares standing to the credit of my/our Securities Account, the number of Target Shares tendered by me/us in acceptance of the Offer, information pertaining to the level of acceptance of the Offer and any other information to the Offeror, the Transferee, DBS Bank (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 Offer and my/our acceptance thereof.

6. **Return of Target Shares.** In the event of the 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 Target Shares in respect of which I/we have accepted the 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 lapse of the Offer.