

THIS FORM OF ACCEPTANCE AND AUTHORISATION ("FAA") FOR OFFER SHARES (AS DEFINED BELOW) IS IMPORTANT. THIS FAA IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE DEPOSITOR(S) WHOSE NAME(S) APPEAR BELOW. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAA RELATES TO THE EXIT OFFER LETTER DATED 12 JUNE 2019 (THE "EXIT OFFER LETTER") IN RELATION TO THE EXIT 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 EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS WHOSE ADDRESSES ARE OUTSIDE SINGAPORE (THE "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 EXIT OFFER LETTER CAREFULLY.

**EXIT OFFER BY DBS BANK LTD. ("DBS"), FOR AND ON BEHALF OF DIGILEAP CAPITAL LIMITED (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF CHALLENGER TECHNOLOGIES LIMITED (THE "COMPANY"), OTHER THAN THOSE HELD BY THE COMPANY AS TREASURY SHARES AND THOSE HELD, DIRECTLY OR INDIRECTLY, BY THE OFFEROR AS AT THE DATE OF THE EXIT OFFER ("OFFER SHARES")**

**EXIT OFFER FOR  
CHALLENGER TECHNOLOGIES LIMITED**

**FORM OF ACCEPTANCE AND AUTHORISATION FOR OFFER SHARES**

(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER)

NAME(S) AND ADDRESS(ES) OF DEPOSITOR(S)	Securities Account Number / Broker-Linked Balance Identification Number
<p><b>Last date and time for acceptance of the Exit Offer: 5.30 p.m. (Singapore time) on 11 July 2019 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").</b></p>	<p>If your purchase of the above Offer Shares was settled through your Central Provident Fund ("CPE") or Supplementary Retirement Scheme ("SRS") approved agent bank, finance company or depository agent and you wish to accept the Exit Offer, your acceptance would have to be made through your CPF or SRS approved agent bank, finance company or depository agent. In such instances, you need not submit this FAA to CDP.</p> <p>If a Broker-linked Balance Identification Number is indicated above (i.e. where the number does not start with "168"), the Offer Shares are in such Broker-linked Balance. If you wish to accept the Exit Offer in respect of such Offer Shares, you must take the relevant steps to transfer such Offer Shares out of the Broker-linked Balance to the "Free Balance" of your Securities Account. This FAA may not be used to accept the Exit Offer in respect of Offer Shares in a Broker-linked Balance. Upon the transfer of Offer Shares to the "Free Balance" of your Securities Account, a FAA in respect of such Offer Shares will be sent to you by CDP, which you may use to accept the Exit Offer in respect of such Offer Shares in the "Free Balance" of your Securities Account.</p>

To: **DIGILEAP CAPITAL LIMITED**  
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Exit Offer is the Exit Offer Price, being S\$0.560 in cash for each Offer Share, as stated in the Exit Offer Letter. The Exit Offer Price has been determined on the basis that the Offer Shares will be acquired with the right to receive any dividends, rights and other distributions that may be announced, declared, paid or made by the Company on or after the Joint Announcement Date. As a final one-tier tax exempt dividend ("FY2018 Dividend") of S\$0.020 per Share for the financial year ended 31 December 2018 was approved by Shareholders on 29 April 2019 and paid by the Company to Shareholders on 3 June 2019, the Exit Offer Price payable to a Shareholder who validly accepts the Exit Offer will be reduced by the amount of the FY2018 Dividend to **S\$0.540 for each Offer Share**.

**The acceptance of the Exit Offer at the Exit Offer Price, by way of completion, execution and submission of this FAA to CDP in accordance with Section A below, is subject to the terms and conditions set out below and in the Exit Offer Letter.**

**Irrevocable Acceptance.** My/Our completion, execution and submission of this FAA to CDP shall constitute my/our irrevocable acceptance of the Exit Offer, upon the terms and subject to the conditions contained in the Exit Offer Letter and this FAA.

**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 below-mentioned Offer Shares to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee"), and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the below-mentioned Offer Shares as specified in the Exit Offer Letter.

**Warranty.** I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Exit Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be (a) fully paid; (b) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever; and (c) transferred together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions, if any, which may be announced, declared, paid or made by the Company on or after the Joint Announcement Date.

**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 Offer Shares in respect of which I/we have accepted the Exit Offer during the period commencing on the date of receipt of this FAA by CDP for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Offer Shares, in the event of the Exit 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 Offer Shares to the "Blocked Balance" of my/our Securities Account).




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

**CDP Authorisation – Disclosure.** I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number, address(es), the number of Offer Shares standing to the credit of my/our Securities Account, the number of Offer Shares tendered by me/us in acceptance of the Exit Offer, information pertaining to the level of acceptance of the Exit Offer and any other information to the Offeror, the Transferee, DBS (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 Exit Offer and my/our acceptance thereof.

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

**Exit Offer Unconditional.** If I/we have accepted the Exit Offer in accordance with the provisions contained herein and in the Exit Offer Letter, upon the Exit Offer becoming or being declared to be unconditional in all respects in accordance with its terms, CDP will send me/us a notification letter stating the number of Offer Shares debited from my/our Securities Account together with payment of the aggregate Exit Offer Price in respect of such Offer Shares by way of a cheque in Singapore currency drawn on a bank in Singapore for the appropriate amount, by ordinary post to my/our mailing address as it appears in the records of CDP at my/our own risk or in such other manner as I/we may have agreed with CDP for the payment of any cash distributions, as soon as practicable but in any event:

- (a) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received on or before the date on which the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within seven (7) business days of that date; or
- (b) in respect of acceptances of the Exit Offer which are complete and valid in all respects and are received after the Exit Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but on or before the Closing Date, within seven (7) business days of the date of such receipt.

<b>SECTION A – ACCEPTANCE THROUGH THIS FAA</b>			
I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account with CDP of the following number of Offer Shares to the Securities Account of the Offeror or the Transferee maintained with CDP:			
<table border="1"> <tr> <td data-bbox="205 1825 287 1871">Part A</td> <td data-bbox="287 1825 1133 1871">Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Exit Offer is accepted</td> </tr> </table>	Part A	Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Exit Offer is accepted	<p align="center"><b>Please indicate the number of Offer Shares you wish to tender in acceptance of the Exit Offer</b></p> <p align="right">  <b>Insert number here</b> </p>
Part A	Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Exit Offer is accepted		
<b>NOTE: Please refer to paragraphs 2 and 3 of page 2 of this FAA for instructions on inserting the number of Offer Shares above.</b>			
<p align="center">  <b>Please date here</b> </p> <p>_____</p> <p>Date</p>	<p align="center">  <b>Please sign here</b> </p> <p>_____</p> <p align="center">Signature(s) / Thumbprint(s) of Depositor(s) / Joint Depositors. <b>For corporations, please sign as per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents.</b></p>		

## INSTRUCTIONS

This FAA is for the use of Depositors who wish to accept the Exit Offer in respect of all or part of the total number of Offer 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"). This FAA and the provisions herein constitute an integral part of the Exit Offer Letter. Further provisions relating to acceptance are set out in Appendix I to the Exit Offer Letter.

This FAA has been sent to you on the understanding that all your Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Offer Shares and you wish to accept the Exit Offer in respect of those Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Transfer for Offer Shares (the "FAT") in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Shareholder of CHALLENGER TECHNOLOGIES LIMITED, from Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

- Acceptance.** If you wish to accept the Exit Offer using this FAA, it must be completed and signed strictly in the manner set out in Section A overleaf and in accordance with the provisions and instructions of the Exit Offer Letter and this FAA, and then you must deliver the completed and signed original to **DIGILEAP CAPITAL LIMITED, c/o The Central Depository (Pte) Limited by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office, P.O. Box 1984, Singapore 903934**, in each case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON 11 JULY 2019 or such later date(s) as may be announced from time to time by or on behalf of the Offeror**. If this completed and signed FAA is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which is enclosed with this FAA, 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.

The Offeror, DBS and CDP will be authorised and entitled, in their sole and absolute discretion, to reject any acceptance of the Exit Offer which is not entirely in order or which does not comply with the terms of the Exit Offer Letter and this FAA or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. If you wish to accept the Exit Offer, it is your responsibility to ensure that this FAA 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 will be final and binding and none of the Offeror, DBS or CDP accepts any responsibility or liability for such a decision, including the consequences of such a decision. The Offeror and DBS each reserves the right to treat acceptances of the Exit 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 Exit Offer Letter or in this FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and this FAA. CDP takes no responsibility for any decision made by the Offeror or DBS. Acceptances in the form of this FAA received by CDP on a Saturday, Sunday or public holiday in Singapore will only be processed and validated on the next business day.

- Acceptance by Depositors whose Securities Accounts are credited with Offer Shares.** Please insert in Part A on page 1 of this FAA the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which you wish to accept the Exit Offer. Subject to the provisions of paragraph 3 below:
  - if the number of Offer Shares inserted in Part A of this FAA exceeds the number of Offer 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, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date); or
    - if no such number of Offer Shares is inserted in Part A of this FAA,you shall be deemed to have accepted the Exit Offer in respect of all the Offer Shares standing to the credit of the "Free Balance" of your Securities Account on the Date of Receipt or, in the case where the Date of Receipt is on the Closing Date, as at 5.30 p.m. (Singapore time) on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date); and
  - if paragraph 2(a)(i) above applies and at the time of verification by CDP of this FAA on the Date of Receipt, there are outstanding settlement instructions with CDP to receive further Offer Shares into the "Free Balance" of your Securities Account ("**Unsettled Buy Position**"), and the Unsettled Buy Position settles such that the Offer Shares in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Exit Offer is open, up to 5.30 p.m. (Singapore time) on the Closing Date ("**Settled Shares**"), you shall be deemed to have accepted the Exit Offer in respect of the balance number of Offer Shares inserted in Part A of this FAA which have not yet been accepted pursuant to paragraph 2(a)(i) above, or the number of Settled Shares, whichever is less.
- Acceptance by Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST and such Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, a FAA in respect of such Offer Shares bearing your name and Securities Account number will be sent to you by CDP, and if you wish to accept the Exit Offer in respect of such Offer Shares, you should, after the "Free Balance" of your Securities Account has been credited with such number of Offer Shares, complete, sign and return that FAA to CDP in accordance with the instructions contained herein and in the Exit Offer Letter. If you do not receive a FAA, you may obtain a copy, upon production of satisfactory evidence that you are a Shareholder or have purchased the Offer Shares on the SGX-ST, from The Central Depository (Pte) Limited, at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.
- Rejection.** If upon receipt by CDP, on behalf of the Offeror, of this FAA, it is established that such Offer Shares have not been or will not be credited to the "Free Balance" of your Securities Account (as, for example, where you sell or have sold such Offer Shares), your acceptance is liable to be rejected. None of the Offeror, DBS or CDP accepts any responsibility or liability for such a rejection, including the consequences thereof. If you purchase Offer Shares on the SGX-ST on a date close to the Closing Date, your acceptance in respect of such Offer Shares is liable to be rejected if the "Free Balance" of your Securities Account is not credited with such Offer Shares by the Date of Receipt or by 5.30 p.m. (Singapore time) on the Closing Date (if the FAA is received by CDP on the Closing Date), unless paragraph 2(a)(i) read together with paragraph 2(b) above apply. If the Unsettled Buy Position does not settle by 5.30 p.m. (Singapore time) on the Closing Date, your acceptance in respect of such Offer Shares will be rejected. None of the Offeror, DBS or CDP accepts any responsibility or liability in relation to such a rejection, including the consequences thereof.
- Acceptance via SGX-SFG service (This section is applicable to Depository Agents only).** Depository Agents may accept the Exit 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 Exit Offer Letter as if this FAA had been completed, signed in its originality and delivered to CDP.
- Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FAA should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Exit Offer Letter, be sent by the quickest means (for example, express air mail) to the Depositor for completion and 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.
- Deceased Holders**
  - If the sole holder is deceased and if:**
    - 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 **DIGILEAP CAPITAL LIMITED, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office, P.O. Box 1984, Singapore 903934**; or
    - 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 go to CDP personally together to register and lodge the original Grant of Probate or Letters of Administration with CDP first, before submitting this FAA.
  - If one of the joint holders is deceased and if the account is a:**
    - joint alternate-signatory account, this FAA must be signed by **ANY** surviving joint holder(s); or
    - joint signatories account, this FAA must be signed by **ALL** surviving joint holder(s) and lodged with **DIGILEAP CAPITAL LIMITED, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**, accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased holder.
- Conclusive Evidence.** Lodgement of this FAA with **DIGILEAP CAPITAL LIMITED, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post at your own risk using the enclosed pre-addressed envelope at Robinson Road Post Office, P.O. Box 1984, Singapore 903934**, duly completed and signed, shall be conclusive evidence in favour of the Offeror, the Transferee, DBS and CDP 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. Upon receipt of this FAA which is complete and valid in all respects, CDP will transfer the Offer Shares in respect of which you have accepted the Exit Offer from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Offer Shares will be held in the "Blocked Balance" until the consideration for such Offer Shares has been despatched to you.
- Governing Law and Third Party Rights.** By completing, signing and delivering this FAA, you agree that the agreement arising from the acceptance of the Exit 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 FAA or the Exit Offer Letter, a person who is not a party to any contracts made pursuant to the Exit Offer, the Exit Offer Letter and this FAA, has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of such contracts. Notwithstanding any term contained herein and in the Exit Offer Letter, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend, 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.

No acknowledgement will be given for submissions made. All communications, notices, documents and payments to be delivered or sent to you will be sent by ordinary post at your own risk to your address as it appears in the records of CDP. Settlement of the consideration under the Exit Offer will be subject to the receipt by the Offeror of confirmation satisfactory to it that the Offer Shares to which this FAA relates are standing to the credit of the "Free Balance" of your Securities Account and such settlement cannot be made until all relevant documents have been properly completed and lodged with **DIGILEAP CAPITAL LIMITED, c/o The Central Depository (Pte) Limited, by hand at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or 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 do not have an existing Securities Account in your own name at the time of acceptance of the Exit Offer, your acceptance as contained in this FAA will be rejected.

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

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