

This Form of Acceptance and Authorisation for Warrants ("Warrants FAA") 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 Warrants FAA relates to the warrant proposal letter dated 6 December 2021 ("Letter") in relation to the Warrants Proposal (as defined below). Unless otherwise defined or the context requires otherwise, capitalised terms used in this Warrants FAA bear the same meanings ascribed to them in the Letter. The availability of the Warrants Proposal to warrant holders of Viking Offshore and Marine Limited ("Company") whose addresses are outside Singapore ("Overseas Warrant holders") 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 Warrant holders are advised to read the section entitled "Overseas Warrant holders" in the Letter.

MANDATORY UNCONDITIONAL CASH 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 SUBLEWAY MANAGEMENT SDN. BHD. (COLLECTIVELY "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 ("OFFER")
PROPOSAL TO THE WARRANTHOLDERS ("WARRANTS PROPOSAL")
FORM OF ACCEPTANCE AND AUTHORISATION FOR WARRANTS**

(DO NOT SUBMIT THIS WARRANTS FAA TO CDP IF YOU DO NOT WISH TO ACCEPT THE WARRANTS PROPOSAL)

NAME(S) AND ADDRESS OF DEPOSITOR(S)

SECURITIES ACCOUNT NUMBER AND WARRANTS HELD BY YOU

A

B The Warrants Price

The Joint Offerors would like to acquire the Warrants held by you at the **Warrants Price of S\$0.01 for each Warrant**. Submit your Form of Acceptance and Authorisation for Warrants to The Central Depository (Pte) Limited (a) in electronic form via investors.sgx.com, or (b) in physical form by completing Section C below and sending this form to the address below, in either case **only** if you wish to accept the Warrants Proposal.

C Declaration by Warrantholder

I/We wish to accept the Warrants Proposal for the number of Warrants as indicated below.

Choose one option

All the Warrants indicated in Section A,

OR

the number of Warrants as indicated in the box below

Choose one option for acceptance of the Warrants Proposal



Scan QR Code 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 Warrants Proposal as set out in the Letter and in this Warrants FAA, including the section "Authorisation" on page 2 of this Warrants FAA.

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

Date

← Date here

D Form Submission

Please submit your Form of Acceptance and Authorisation for Warrants to the Joint Offerors 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. (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.

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 Warrants FAA is for the use of Depositors who wish to accept the Warrants Proposal in respect of all or part of the total number of Warrants 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 Warrants FAA and the provisions herein constitute an integral part of the Letter. Further provisions relating to acceptance are set out in the Letter.

The Warrants FAA form has been sent to you on the understanding that all your Warrants are held on your behalf by CDP. If, however, you hold warrant certificates in respect of some or all of the Warrants and you wish to accept the Warrants Proposal in respect of those Warrants, you should submit at your own risk, the Form of Acceptance and Transfer for Warrants (the "Warrants FAT") in accordance with the instructions printed thereon. A copy of the Warrants FAT may be obtained upon production of satisfactory evidence that you are a Warrant holder of **Viking Offshore and Marine Limited, from M & C Services Private Limited at 112 Robinson Road, #05-01, Singapore 068902.**

1. **Acceptance.** If you wish to accept the Warrants Proposal using the Warrants FAA, it must be submitted strictly in any of the manners permitted and set out above and in accordance with the provisions and instructions of the Letter, **NOT LATER THAN 5.30 P.M. ON 3 JANUARY 2022.** Proof of posting is not proof of receipt by the Joint Offerors at the above addresses.

Joint Offerors, UOBKH and/or CDP will be authorised and entitled, in their absolute discretion, to reject any acceptances of the Warrants Proposal which are not entirely in order or which do not comply with the provisions and instructions contained in the Letter and in this form or the Warrants FAA, these instructions or any applicable online terms and conditions, or which are otherwise incomplete, incorrect, unsigned or invalid in any respect. It is your responsibility to ensure that the Warrants FAA is properly completed in all respects, and all supporting documents, where applicable, are provided. Any decision to reject the Warrants FAA on the grounds that it has been invalidly, incorrectly or incompletely signed, completed or submitted will be final and binding and none of CDP, UOBKH and the Joint Offerors accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Joint Offerors and UOBKH reserve 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 Letter or in the Warrants FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Letter and the Warrant FAA. CDP takes no responsibility for any decision made by the Joint Offerors or UOBKH. Acceptances in the form of the Warrants FAA received by CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next business day. Acceptances of the Warrants Proposal shall be irrevocable.

2. **Acceptance by Depositors whose Securities Accounts are credited with Warrants.** Please indicate in Section C of the Warrants FAA (whether physical or electronic copy) the number of Warrants already standing to the credit of the "Free Balance" of your Securities Account in respect of which the Warrants Proposal is accepted. Subject to the provisions of paragraph 3 below:

- (i) if the number of Warrants indicated in Section C of the Warrants FAA (or the electronic copy of the Warrants FAA) exceeds the number of Warrants standing to the credit of the "Free Balance" of your Securities Account as at the date of receipt of the Warrants 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 Warrants is indicated in Section C of the Warrants FAA (or the electronic copy of the Warrants FAA), then you are deemed to have accepted the Warrants Proposal in respect of all the Warrants 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 Warrants FAA is received by CDP on the Closing Date); and
- (b) if, at the time of verification by CDP of the Warrants FAA on the Date of Receipt, if paragraph 2(a)(i) above applies, and there are outstanding settlement instructions with CDP to receive further Warrants into the "Free Balance" of your Securities Account ("Unsettled Buy Position"), and the Unsettled Buy Position settles such that the Warrants in the Unsettled Buy Position are transferred to the "Free Balance" of your Securities Account at any time during the period the Warrants Proposal is open, up to 5.30 p.m. on the Closing Date ("Settled Warrants"), you shall be deemed to have accepted the Warrants Proposal in respect of the balance number of Warrants indicated in the Warrants FAA which have not yet been accepted pursuant to paragraph 2(a)(i) above, or the number of Settled Warrants, whichever is less.

In respect of the Warrants FAA:

- (aa) if a number of Warrants is inserted in the box provided in Section C of the Warrants FAA (or the electronic copy of the Warrants FAA), you will be deemed to have accepted the Warrants Proposal in respect of such number of Warrants inserted in the box provided in Section C of the Warrants FAA (or the electronic copy of the Warrants FAA), subject to paragraphs 2(a)(i) and 2(b) above;
- (bb) if you have ticked both options in Section C of the Warrants FAA (or the electronic copy of the Warrants FAA), but have not inserted a number in the box provided in Section C of the Warrants FAA (or the electronic copy of the Warrants FAA), you will be deemed to have accepted the Warrants Proposal in respect of all the Warrants 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 Warrants FAA is received by CDP on the Closing Date); or
- (cc) if there is no number of Warrants indicated in Section A of the Warrants FAA (or the electronic copy of the Warrants FAA), but you have chosen the option in Section C of the Warrants FAA (or the electronic copy of the Warrants FAA) to accept the Warrants Proposal for all the Warrants indicated in Section A, you will be deemed to have accepted the Warrants Proposal in respect of all the Warrants 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 Warrants FAA is received by CDP on the Closing Date).

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

Rejection. If you purchase Warrants on the SGX-ST, your acceptance in respect of such Warrants will be rejected if the "Free Balance" of your Securities Account is not credited with such Warrants by the Date of Receipt, or if the Warrants FAA is received by CDP 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 Warrants will be rejected. None of CDP, UOBKH and the Joint Offerors accepts any responsibility or liability for such a rejection, including the consequences of such a rejection.

4. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, the Warrants FAA should, subject to the terms set out in the Letter, 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, the Warrants 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 the Warrants FAA for noting. No other signatures are acceptable. Warrants FAAs made by an attorney or other authorised person cannot be submitted in electronic form.

5. **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, the Warrants FAA must be signed by all the personal representative(s) of the deceased and lodged with the Joint Offerors, 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. Alternatively, please contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com for details on how to submit the relevant documents; 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 contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or email CDP at asksgx@sgx.com to arrange for the registration and lodgement of the original Grant of Probate or Letters of Administration with CDP first, before submitting the Warrants FAA.

(b) **If one of the joint securities account holders is deceased and if the account is a:**

- (i) Joint alternate-signatory account, the Warrants FAA must be signed by ANY surviving joint holder(s).
- (ii) Joint signatories account, the Warrants FAA must be signed by ALL surviving joint depositor(s) and lodged with the Joint Offerors, c/o The Central Depository (Pte) Limited, and accompanied by the Death Certificate and all other relevant documentations, in respect of the deceased holder. Please contact CDP's Customer Service Hotline at +65 6535 7511 during their operating hours or via email at asksgx@sgx.com for further details.

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

6. **Warrants purchased with Central Provident Fund ("CPF") or Supplementary Retirement Scheme ("SRS").** If your purchase of the Warrants was settled through your CPF Agent Bank, SRS Agent Bank, finance company or depository agent and you wish to accept the Warrants Proposal, your acceptance would have to be made through your CPF Agent Bank included under the CPFIS, SRS Agent Bank included under the SRS, finance company or depository agent. In such instances, you need not submit the Warrants FAA to CDP.

7. **Corporations.** For corporations, please sign the Warrants FAA per your signing mandate and where appropriate, the Common Seal to be affixed in accordance with your Constitution or relevant constitutive documents.

8. **Acceptance via SGX-SFG service (This section is applicable to depository agents only).** Depository agents may accept the Warrants Proposal 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 Joint Offerors to receive acceptances on their behalf. Such acceptances will be deemed irrevocable and subject to each of the terms and conditions contained in the Warrants FAA and the Letter as if the Warrants FAA had been completed and delivered to CDP.

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

10. **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 Warrants Proposal will be subject to the receipt of confirmation satisfactory to the Joint Offerors that the Warrants to which the Warrants 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 the Joint Offerors, 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 Warrants 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 CDP harmless against any losses directly or indirectly caused by such failure or interruption of electronic systems.

11. **Conclusive Evidence.** Lodgement of the Warrants FAA with the Joint Offerors, c/o The Central Depository (Pte) Limited, in any manner permitted and as stated in the Warrants FAA shall be conclusive evidence in favour of the Joint Offerors, the Transferee (as defined below) and CDP of the right and title of the person submitting it to deal with the same and with the Warrants which it relates. Upon receipt of the Warrants FAA, CDP will transfer the Shares in respect of which you have accepted the Warrants Proposal from the "Free Balance" of your Securities Account to the "Blocked Balance" of your Securities Account. Such Warrants will be held in the "Blocked Balance" until the consideration for such Warrants has been despatched to you. The Joint Offerors and CDP shall be entitled to assume the accuracy of any information and/or documents submitted together with any Warrants FAA, and shall not be required to verify or question the validity of the same.

12. **Liability.** You agree that neither the Joint Offerors, UOBKH nor CDP shall be liable for any action or omission in respect of this form, any Warrants FAA and/or any information and/or documents submitted therewith. You agree to indemnify, hold harmless and at their respective request defend, the Joint Offerors, UOBKH or 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 Warrants FAA and/or any information and/or documents submitted therewith.

13. **Warrants Proposal Unconditional.** As the Warrants Proposal is unconditional, if you have accepted the Warrants Proposal in accordance with the provisions contained herein and in the Letter, CDP will send you a notification letter stating the number of Warrants debited from the "Free Balance" of your Securities Account together with payment of the Warrants 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 within 7 business days after receipt of such acceptance(s) of the Warrants Proposal which is complete and valid in all respects and which is received by 5.30 p.m. (Singapore time) on the Closing Date.

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).

14. **Governing Law and Third Party Rights.** By completing and submitting the Warrants FAA, 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 expressly provided otherwise in the Warrants FAA or the Letter, a person who is not a party to any contracts made pursuant to the Warrants Proposal, the Letter and the Warrants 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, 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.

15. **Enquiries on number of Warrants in your Securities Account.** For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Warrants in your Securities Account. You can verify the number of Warrants 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 Warrants tendered in acceptance of the Warrants Proposal to the Joint Offerors or any person nominated in writing by the Joint Offerors (hereinafter called the "Transferee"), and to enable the Joint Offerors or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above mentioned Warrants as specified in the Letter.

2. **Warranty.** I/We unconditionally and irrevocably warrant that the Warrants in respect of which the Warrants Proposal is accepted by me/us are, and when transferred to the Joint Offerors or the Transferee, will be (i) fully paid; (ii) free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefits and entitlements attached thereto as at 18 November 2021 ("Offer Announcement Date") and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights and other distributions (if any) which may be declared paid or made by the Company on or after the Offer 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 Warrants in respect of which I/we have accepted the Warrants Proposal during the period commencing on the date of receipt of the Warrants FAA by CDP, for and on behalf of the Joint Offerors, and ending on the date of settlement of the consideration for such Warrants (including, without limitation, transferring the relevant number of such Warrants 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 Joint Offerors, or the Securities Account of the Transferee, with the relevant number of Warrants in respect of which I/we have accepted the Warrants Proposal on the date of settlement of the consideration for such Warrants.

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 Warrants standing to the credit of my/our Securities Account, the number of Warrants tendered by me/us in acceptance of the Warrants Proposal, information pertaining to the level of acceptance of the Warrants Proposal and any other information to the Joint Offerors, the Transferee, UOBKH (which is acting for and on behalf of the Joint Offerors) and any other relevant parties as CDP may deem fit for the purposes of the Warrants Proposal and my/our acceptance thereof.

6. **Personal Data Privacy.** By completing and delivering the Warrants FAA, you (a) consent to the collection, use and disclosure of your personal data by the Joint Offerors, UOBKH, CDP, CPF Board, the SGX-ST, Securities Clearing and Computer Services (Pte) Ltd, and the Company ("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; (b) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, and (c) 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.