

THIS FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES ("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 EXIT OFFER LETTER DATED 28 OCTOBER 2022 (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 FAT SHALL BEAR THE SAME MEANING AS ASCRIBED IN THE EXIT OFFER LETTER.

THE AVAILABILITY OF THE EXIT OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES AS SHOWN ON THE REGISTER OF MEMBERS OF MOYA HOLDINGS ASIA LIMITED ("REGISTER") ARE OUTSIDE SINGAPORE ("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 EXIT OFFER LETTER CAREFULLY.

EXIT OFFER FOR MOYA HOLDINGS ASIA LIMITED (THE "EXIT OFFER") TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF MOYA HOLDINGS ASIA LIMITED (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND ITS CONCERT PARTIES (THE "OFFER SHARES").

**EXIT OFFER FOR MOYA HOLDINGS ASIA LIMITED
FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES**

(THIS FAT NEED NOT BE SUBMITTED TO M & C SERVICES PRIVATE LIMITED IF YOU DO NOT WISH TO ACCEPT THE EXIT OFFER)

Part (A) Number of Offer Shares Tended in Acceptance of the Exit Offer	Part (B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$0.0920 in cash for each Offer Share	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last time and date for acceptance of the Exit Offer: 5:30 p.m. (Singapore time) on 5 December 2022 (the "Closing Date"). The Exit Offer will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date. Acceptances of the Exit Offer received after 5.30 p.m. (Singapore time) on the Closing Date will be rejected.

I/We, _____ (Passport/NRIC/Company Registration Number) _____

 (Full name of Shareholder and joint Shareholder(s), if any)
 Of (Address) _____
 Telephone No. (Office/Home): _____ (Handphone): _____
 E-mail: _____

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 Exit Offer is S\$0.0920 in cash for each Offer Share (the "Exit Offer Price"), as stated in the Exit Offer Letter.

My/Our acceptance of the Exit Offer at the Exit Offer Price, by way of completion, execution and submission of this FAT to M & C Services Private Limited, is subject to the terms and conditions set out in the Exit Offer Letter and in this FAT.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT to M & C Services Private Limited 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 FAT. Except as expressly provided in the Exit Offer Letter and the Singapore Code on Take-overs and Mergers, my/our acceptance of the Exit Offer is irrevocable.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the above-mentioned Offer Shares 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 in Part (A) above 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 (i) fully paid; (ii) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights or interests of any nature whatsoever; and (iii) transferred together with all rights, benefit and entitlements attached thereto as at 14 September 2022 (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 thereon by Moya Holdings Asia Limited on or after the Joint Announcement Date).

Return of Offer Shares. In the event that 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 this FAT and other accompanying documents (including share certificate(s)) will be returned to me/us at the address stated above, or if none is stated, to me/us (or in the case of joint accepting Shareholders, to the first named in the Register), at the relevant address set out in the Register by ordinary post at my/our own risk as soon as possible but, in any event, within 14 days from the lapse or withdrawal of the Exit Offer.

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 cheques for the appropriate amounts, being the consideration for the Offer Shares validly tendered in acceptance of the Exit Offer, payable to me/us, or any other documents (including share certificates) which may be returned 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, by ordinary post at my/our own risk.

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

PLEASE SIGN HERE

INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of:

Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 Address: _____)
 Occupation: _____)

 Signature of Shareholder/first-named joint Shareholder

Signed, sealed and delivered by the above-named joint Shareholder in the presence of:

Witness' Signature: _____)
 Name: _____)
 NRIC/Passport No.: _____)
 Address: _____)
 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:

 Director

 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 common seal being affixed and witnessed in accordance with its Constitution and/or other constitutive documents and/or other regulations. If a corporation does not by the law of the country of its incorporation require a common seal to execute this 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

The Offeror/Transferee hereby accepts the transfer of the number of Offer Shares as specified or comprised in this FAT subject to the terms and conditions in the Exit Offer Letter and this FAT.

 Director

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Exit Offer in respect of all or part of the total number of Offer Shares represented by share certificate(s) held by them which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificate(s) for the Offer Shares beneficially owned by them and who wish to accept the Exit 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 Exit Offer Letter 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 Exit Offer. This FAT and the provisions herein constitute an integral part of the Exit Offer Letter. Further provisions relating to acceptance are set out in Appendix 1 to the Exit Offer Letter.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, you have Offer Shares which are held on your behalf by CDP and you wish to accept the Exit Offer in respect of some or all of those Offer Shares, you should complete 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 by submitting a request to CDP via phone (+65 6535 7511) or email services (asksqx@sgx.com). An electronic copy of the FAA may also be obtained on the website of the SGX-ST at <https://www.sgx.com>.

1. **Acceptance by Shareholders.** If you wish to accept the Exit Offer in respect of all or any of your Offer Shares, you should:

- (i) complete page 1 of this FAT in accordance with the Exit Offer Letter and the instructions printed on this FAT. **In particular, you must state in Part (A) on page 1 of this FAT the number of Offer Shares in respect of which you wish to accept the Exit Offer and state in Part (B) on page 1 of this FAT, the share certificate number(s) of the relevant share certificate(s).** If you:
 - (a) do not specify such number in Part (A) on page 1 of this FAT; or
 - (b) specify a number in Part (A) on page 1 of this FAT which exceeds the number of Offer Shares represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT,you shall be deemed to have accepted the Exit Offer in respect of the total number of Offer Shares represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT;
- (ii) sign this FAT in accordance with the Exit Offer Letter and the instructions printed on this FAT; and
- (iii) deliver:
 - (a) the duly completed and signed original of this FAT in its entirety (no part may be detached or otherwise mutilated);
 - (b) the share certificate(s), other document(s) of title and/or relevant document(s) required by the Offeror and/or the M & C Services Private Limited relating to the Offer Shares in respect of which you wish to accept the Exit Offer. If you are recorded in the Register as holding Offer Shares but you 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 Exit Offer Letter and this FAT. If your share certificate(s) and/or other document(s) of title 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 returned by the aforesaid time and the share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror should be forwarded to **Tamaris Infrastructure 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;**
 - (c) where such Offer Shares are not registered in your name, a transfer form, duly completed and 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 Transferee or a person authorised by either); and
 - (d) any other relevant document(s),

by post, in the enclosed pre-addressed envelope which is pre-paid for posting at your own risk, to **Tamaris Infrastructure Pte. Ltd., c/o M & C Services Private Limited at 112 Robinson Road, #05-01, Singapore 068902**, so as to arrive **NOT LATER THAN 5:30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the duly completed and signed FAT is delivered by post to the Offeror, please use the enclosed pre-addressed envelope which is enclosed with this FAT, at your own risk. Proof of posting is not proof of receipt by the Offeror at the above address. Settlement of the Exit Offer Price for such Offer Shares cannot be made until all relevant documents have been properly completed and delivered. This FAT must be sent in its entirety to **Tamaris Infrastructure Pte. Ltd., c/o M & C Services Private Limited, 112 Robinson Road, #05-01, Singapore 068902**, duly completed and signed in its originality in accordance with these instructions and no part may be detached or otherwise mutilated. Acceptance in the form of this FAT received by **Tamaris Infrastructure Pte. Ltd., c/o M & C Services Private Limited**, at the address listed above on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

2. **Unregistered Shareholding.** If your Offer Shares are represented by share certificate(s) which are not registered with the Company in your own name, you must send in, at your own risk, the relevant share certificate(s), other document(s) of title and/or other relevant documents required by the Offeror together with this duly completed and signed original FAT in its entirety (no part may be detached or otherwise mutilated), accompanied by transfer form(s), duly completed and executed by the person(s) registered with the Company as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or Transferee or a person authorised by either).
3. **Date of FAT. Please do not date this FAT or insert the name of the Offeror or the Transferee.** This will be done on your behalf by a person nominated by the Offeror or the Transferee.
4. **Unavailable/Missing Documents.** 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 Exit Offer Letter and this FAT. 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, please contact **M & C Services Private Limited, 112 Robinson Road, #05-01, Singapore 068902**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Exit Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **Tamaris Infrastructure Pte. Ltd., c/o M & C Services Private Limited, 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**.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other relevant document(s) will be given by the Offeror, Oversea-Chinese Banking Corporation Limited ("OCBC Bank") or M & C Services Private Limited.
6. **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 titled "Overseas Shareholders" in the Exit Offer Letter, be sent by the quickest means (for example, express airmail) to the Shareholder for completion and execution. If he has executed a Power of Attorney, this FAT may be signed by the attorney but the attorney's signature in this FAT must be accompanied by a statement stating that this FAT is "signed under a 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.
7. **Deceased Shareholders.** If the sole Shareholder is deceased and if:
 - (i) the Grant of Probate or Letters of Administration have been registered and lodged with M & C Services Private Limited, this FAT must be completed and signed by all the personal representative(s) of the deceased and submitted to **Tamaris Infrastructure Pte. Ltd., c/o M & C Services Private Limited, 112 Robinson Road, #05-01, Singapore 068902**; or
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with M & C Services Private Limited, all the personal representative(s) of the deceased must personally proceed together to M & C Services Private Limited with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be registered and lodged with M & C Services Private Limited before the personal representative(s) of the deceased can effect the transfer of the Offer Shares.
8. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be completed and signed by all the surviving joint Shareholder(s) and lodged with **Tamaris Infrastructure Pte. Ltd., c/o M & C Services Private Limited, 112 Robinson Road, #05-01, Singapore 068902**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration in respect of the deceased Shareholder.
9. **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:
 - (i) **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;
 - (ii) **Incorrect address.** Please write the correct address on this FAT; and
 - (iii) **Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this FAT for noting.
10. **Disclaimer and Discretion.** The Offeror, OCBC Bank and M & C Services Private Limited will be entitled, at their sole and absolute discretion, to reject any acceptance which does not comply with the provisions and instructions contained in the Exit Offer Letter and this FAT or which is not accompanied by the relevant share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror 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 FAT is properly completed in all respects, submitted with original signature(s) and that all required documents are provided. Any decision to reject this FAT on the grounds that it has been incompletely, incorrectly or invalidly signed, completed or submitted, unsigned or signed but not in its originality will be final and binding and none of the Offeror, OCBC Bank or M & C Services Private Limited accepts any responsibility or liability for the consequences of such a decision. Each of the Offeror and OCBC Bank 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 FAT, or if made otherwise than in accordance with the provisions of the Exit Offer Letter and the instructions contained in this FAT.
11. **Risk of Posting.** All communications, notices, certificates, documents and remittances to be 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) will be sent by ordinary post to your address as it appears in this FAT or in the Register (if no such address is indicated in this FAT) at your sole risk.
12. **Conclusive Evidence.** Submission of the duly completed and signed original of this FAT, together with the relevant share certificate(s) and/or other documents of title and/or any other relevant document(s) required by the Offeror, to the Offeror or its agents, shall be conclusive evidence in favour of the Offeror, the Transferee, OCBC Bank and M & C Services Private Limited of the right and title of the persons signing it to deal with the same and with the Offer Shares to which it relates.
13. **Exit Offer Unconditional.** If you have accepted the Exit Offer in accordance with the provisions contained herein and in the Exit Offer Letter and the Exit Offer becomes or is declared unconditional in all respects in accordance with its terms, payment will be 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) by ordinary post to your address as it appears in the Register at your own risk (or to such different name and address as may be specified by you in this FAT and at your own risk), by way of a Singapore dollar crossed cheque drawn on a bank in Singapore for the appropriate amount as soon as practicable and in any event:
 - (i) in respect of valid acceptances which are complete 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
 - (ii) in respect of valid acceptances which are complete 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 before the Exit Offer closes, within seven (7) Business Days of the date of such receipt.
14. **Third Party Rights.** Unless expressly provided otherwise in this FAT 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 FAT has no rights under the Contracts (Rights of Third Parties) Act 2001 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 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. **Governing Law.** By completing, signing and submitting the original of this FAT, 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.