

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 YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 10 JUNE 2024 (THE "OFFER DOCUMENT") IN RELATION TO THE MANDATORY UNCONDITIONAL GENERAL OFFER (THE "OFFER") BY SOAR R2M PTE. LTD. (THE "OFFEROR") FOR ALL OF THE ISSUED ORDINARY SHARES (THE "SHARES") IN THE CAPITAL OF EU YAN SANG INTERNATIONAL LTD (THE "COMPANY"), OTHER THAN THOSE ALREADY OWNED, CONTROLLED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND ANY PERSON ACTING IN CONCERT WITH IT (THE "OFFER SHARES"). UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE ADDRESSES AS SHOWN IN THE REGISTER OF MEMBERS OF THE COMPANY (THE "REGISTER") ARE OUTSIDE SINGAPORE (THE "OVERSEAS SHAREHOLDERS") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. SUCH OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT.

**MANDATORY UNCONDITIONAL GENERAL OFFER FOR
EU YAN SANG INTERNATIONAL LTD
FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES**

(THIS FAT NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. ("BOARDROOM") IF YOU DO NOT WISH TO ACCEPT THE OFFER)

(A) Number of Offer Shares Tendered in Acceptance of the Offer	(B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		S\$1.8184 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 Offer: 5.30 p.m. (Singapore time) on 8 July 2024 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").			

I/We, _____ (Passport/NRIC/Company Registration Number) _____ (Full name of Shareholder and joint Shareholder(s), if any) Of (Address) _____ Telephone No. (Office/Home): _____ (Handphone): _____ E-mail: _____
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do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "Transferee") the Offer Shares as stated in Part (A) above comprised in the share certificate(s) stated in Part (B) above.

The consideration for acceptance of the Offer is the Offer Price, being S\$1.8184 in cash for each Offer Share, as stated in the Offer Document.
My/Our acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAT, is subject to the following terms and conditions set out in the Offer Document and in this FAT.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Offer, on the terms and subject to the conditions contained in the Offer Document and this FAT. Except as expressly provided in the Offer Document and the Singapore Code on Take-overs and Mergers, the acceptance of the Offer made by me/us using this FAT shall be 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 to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant that the Offer Shares in respect of which the Offer is accepted by me/us are, and when transferred to the Offeror or the Transferee, will be transferred (i) fully paid; (ii) free from any charges, liens and encumbrances, claims and other equities or third party rights (including rights of pre-emption) of any nature whatsoever or an agreement or obligation to create any of the foregoing; and (iii) together with all rights, dividends, entitlements and advantages attaching thereto as at 4 April 2024 (the "Pre-Conditional Offer Announcement Date") and hereafter attaching thereto, including the right to receive and retain (if any) all dividends, rights, other distributions and/or return of capital is announced, declared, paid or made by the Company in respect of such Offer Shares on or after the Pre-Conditional Offer Announcement Date.

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 a cheque in Singapore currency drawn in a bank operating in Singapore for the appropriate amount being the consideration for the Offer Shares validly tendered in acceptance of the Offer, payable 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 my/our designated agent or, in the case of joint Accepting Shareholders who have not designated any agent, 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 Offer, please sign below.

FOR 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 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 Offer Document and this FAT.	
Signed, sealed and delivered by the Offeror/Transferee in the presence of:	
_____)	
_____)	
Director _____)	Director/Secretary/Witness _____)

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Offer in respect of all or part of the total number of Offer Shares registered in their name and as represented by their respective share certificate(s). This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix 2 to the Offer Document.

1. **Acceptance by Shareholders.** If you wish to accept the Offer in respect of all or any of your Offer Shares, you should:
 - (i) complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT. **In particular, you must state in Part (A) of this FAT the number of Offer Shares in respect of which you wish to accept the Offer and state in Part (B) of this FAT the share certificate number(s) of the relevant share certificate(s).** If you:
 - (a) do not specify a number in Part (A) of this FAT; or
 - (b) specify a number in Part (A) of this FAT which exceeds the number of Offer Shares represented by the attached share certificate(s) attached hereto accompanying the FAT, you shall be deemed to have accepted the Offer in respect of the total number of Offer Shares represented by the share certificate(s) accompanying this FAT;
 - (ii) sign this FAT in accordance with Paragraph 1.1 of Appendix 2 of the Offer Document and the instructions printed on this FAT; and
 - (iii) deliver:
 - (a) the completed and signed FAT in its entirety (no part may be detached or otherwise mutilated);
 - (b) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or Boardroom relating to the Offer Shares in respect of which you wish to accept the Offer. If you are recorded in the Register as holding Offer Shares but 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 Offer Document and this FAT;
 - (c) where such Offer Shares are not registered in your name, a transfer form, duly executed by the person in whose name such share certificate(s) is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror, or any person nominated in writing by the Offeror or a person authorised by either); and
 - (d) any other relevant document(s), either:
 - (1) by **hand** to **Soar R2M Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**; or
 - (2) by **post** at your own risk, to **Soar R2M Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**,

in each case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed FAT is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with the FAT, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside of Singapore. Settlement of the Offer Price for such Offer Shares cannot be made until all relevant documents have been properly completed and delivered. Proof of posting is not proof of receipt by the Offeror at the above address.
- This FAT must be sent in its entirety to **Soar R2M Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, duly completed and signed in its originality in accordance with these instructions and no part may be detached or otherwise mutilated. Settlement of the consideration under the Offer will be subject to, amongst other things, the receipt of all relevant documents, properly completed. Acceptance in the form of this FAT received by **Soar R2M Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd.**, at the address listed above on a Saturday, Sunday or public holiday in Singapore 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 may send in, at your own risk, the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror together with this FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or the Transferee or a person authorised by it).
3. **Unavailable/Missing Documents.** If your share certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror, is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd. at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **Soar R2M Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** as soon as possible thereafter but in any event before **5.30 p.m. (Singapore time) on the Closing Date**.
4. **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.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer forms and/or any other relevant document(s) required will be given by the Offeror, DBS Bank Ltd. ("DBS") or Boardroom.
6. **Shareholder Abroad.** If a Shareholder is away from home, for example, is abroad or on holiday, this FAT should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, be sent by the quickest means (for example, express air mail) 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 the Company Secretary of the Company, this FAT must be completed and signed by all the personal representative(s) of the deceased and submitted to **Soar R2M Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**; or
 - (ii) the Grant of Probate or Letters of Administration have not been registered and lodged with Company Secretary of the Company, all the personal representative(s) of the deceased must personally proceed together to the Company Secretary of the Company **c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** with the original Grant of Probate or Letters of Administration. The Grant of Probate or Letters of Administration must be registered and lodged with the Company Secretary of the Company 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 **Soar R2M Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632**, 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, DBS and/or Boardroom will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptances of the Offer through this FAT, which are not entirely in order or which do not comply with the provisions and instructions of the Offer Document and this FAT or any applicable terms and conditions, or which are otherwise incomplete, incorrect, or not submitted in its original form, unsigned or invalid, as the case may be, in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed, executed (where applicable) and submitted in all respects, and submitted with original signature(s) (where applicable), and that all required documents, where applicable, are provided. Any decision to reject or treat as valid any acceptance of the Offer through this FAT will be final and binding and none of the Offeror, DBS and/or Boardroom accepts any responsibility or liability in relation to such a decision, including the consequences thereof. The Offeror, DBS and/or Boardroom each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in the Offer Document or in this FAT, or if made otherwise than in accordance with the provisions of the Offer Document and in this FAT. Any decision to reject or treat such acceptances as valid will be final and binding and none of the Offeror, DBS and/or Boardroom accepts any responsibility or liability in relation to such a decision, including the consequences thereof.
11. **Risk of Posting.** All communications, certificates, notices, documents, payments and remittances to be delivered or sent to you (or your designated agent or, in the case of joint Accepting Shareholders who have not designated any agent, to the one first-named in the Register, as the case may be) will be sent by ordinary post to your respective addresses as they appear in the records of the Registrar at the risk of the person entitled thereto (or for the purposes of payments only, to such address as may be specified in the FAT) at your sole risk.
12. **Evidence of Title.** Submission and/or delivery of the duly completed and signed FAT, together with the relevant share certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror, to the Offeror (or its nominee), DBS and/or Boardroom, shall be conclusive evidence in favour of the Offeror (or its nominee), DBS and/or Boardroom of the right and title of the person submitting and/or signing it, as the case may be, to deal with the same and with the Offer Shares to which it relates. The Offeror, DBS and/or Boardroom shall be entitled to assume the accuracy of any information and/or documents submitted together with any FAT, and shall not be required to verify or question the validity of the same.
13. **Settlement.** If you have accepted the Offer in accordance with the provisions contained herein and in the Offer Document, payment will be sent to you by the Registrar sending a cheque for the aggregate Offer Price payable to you and made out in favour of you in respect of your Offer Shares validly tendered in acceptance of the Offer to you (or your designated agent, or, in the case of joint Accepting Shareholders who have not designated any agent, to the one first-named in the Register, as the case may be) by ordinary post to your address as appearing in the Register, at your own risk as soon as practicable and in any case, within seven (7) Business Days after the date of receipt of your acceptances of the Offer which are complete and valid in all respects and tendered on or before the Closing Date. The aggregate Offer Price payable in respect of your Offer Shares validly tendered in acceptance of the Offer shall be rounded down to the nearest S\$0.01.
14. **Personal Data Privacy.** By completing, submitting and/or delivering this FAT, you (i) consent to the collection, use and disclosure of your personal data by the Registrar / Boardroom, the Offeror, DBS and the Company (the "**Specified Persons**") for the purpose of facilitating your acceptance of the Offer, and in order for the Specified Persons to comply with any applicable laws, listing rules, regulations and/or guidelines, (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable law, and (iii) agree that you will indemnify the Specified Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.
15. **Third Party Rights.** Unless expressly provided otherwise in the Offer Document and/or this FAT, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document, this FAT and/or any related documents has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein and in the Offer Document, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
16. **Governing Law.** By completing, signing and submitting the original of this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of the Republic of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts.