



## INSTRUCTIONS

This Warrants FAT is for the use of Warrantheolders who wish to accept the Warrants Proposal in respect of all or part of the total number of Warrants represented by warrant certificate(s) which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Warrantheolders who hold the warrant certificate(s) of the Warrants beneficially owned by them and who wish to accept the Warrants Proposal in respect of such Warrants should not deposit their warrant certificate(s) with CDP during the period commencing on the date of the Warrants Proposal Letter and ending on the Closing Date (both dates inclusive). Warrantheolders who deposit their warrant certificate(s) in respect of the Warrants beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Warrants in time for them to accept the Warrants Proposal. This Warrants FAT and the provisions herein constitute an integral part of the Warrants Proposal Letter. Further provisions relating to acceptance of the Warrants Proposal by a Warrantheolder are set out in Appendix 1 to the Warrants Proposal Letter.

This Warrants FAT has been sent to you on the understanding that all your Warrants are registered in your name. If, however, you have Warrants which are held on your behalf by CDP and you wish to accept the Warrants Proposal in respect of those Warrants, you should complete, sign and submit at your own risk, the Form of Acceptance and Authorisation for Warrants ("Warrants FAA") in accordance with the instructions printed thereon. You may obtain a copy of the Warrants FAA, upon production of satisfactory evidence that you are a Warrantheolder of Datapulse Technology Limited, from CDP by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services ([asksgx@sgx.com](mailto:asksgx@sgx.com)). An electronic copy of the Warrants FAA may also be obtained on the website of the SGX-ST at <https://www.sgx.com>.

1. **Acceptance by Warrantheolders.** If you wish to accept the Warrants Proposal in respect of all or part of your Warrants, you should:

(a) complete page 1 of this Warrants FAT in accordance with the Warrants Proposal Letter and the instructions printed on this Warrants FAT (which provisions and instructions shall be deemed to form part of the terms and conditions of the Warrants Proposal). **In particular, you must state in Part A of this Warrants FAT the number of Warrants in respect of which you wish to accept the Warrants Proposal and state in Part B of this Warrants FAT the warrant certificate number(s) of the relevant warrant certificate(s).** If you:

- do not specify such number in Part A of this Warrants FAT; or
- specify a number in Part A of this Warrants FAT which exceeds the number of Warrants represented by the attached warrant certificate(s) accompanying the Warrants FAT and/or other document(s) of title accompanying the Warrants FAT,

you shall be deemed to have accepted the Warrants Proposal in respect of the total number of Warrants represented by the warrant certificate(s) and/or other document(s) of title accompanying this Warrants FAT;

(b) sign this Warrants FAT in accordance with Appendix 1 to the Warrants Proposal Letter and the instructions printed on this Warrants FAT; and

(c) deliver:

- the completed and signed Warrants FAT in its entirety (no part may be detached or otherwise mutilated);
- the warrant certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Warrant Agent relating to the Warrants in respect of which you wish to accept the Warrants Proposal;
- where such Warrants are not registered in your name, a transfer form, duly executed by the person in whose name such warrant certificate(s) is/are registered and stamped (if required), with the particulars of the Transferee left blank (to be completed by the Offeror or the Transferee or a person authorised by either); and
- any other relevant document(s),

either:

- by hand**, to **MR. ANG KONG MENG c/o B.A.C.S. Private Limited at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896** only from 9.00 a.m. (Singapore time) to 5.30 p.m. (Singapore time) (Mondays to Fridays, excluding public holidays); or
- by post**, AT YOUR OWN RISK in the enclosed pre-addressed envelope, to **MR. ANG KONG MENG c/o B.A.C.S. Private Limited at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896**,

in either case so as to arrive **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. If the completed and signed Warrants FAT is delivered by post to the Offeror, please use the pre-addressed envelope, which is not pre-paid for posting. It is your responsibility to affix adequate postage on the said envelope. Proof of posting is not proof of receipt by the Offeror at the above address. Settlement of the consideration under the Warrants Proposal cannot be made until all relevant documents have been properly completed and delivered. Acceptances in the form of this Warrants FAT received by Mr. Ang Kong Meng c/o B.A.C.S. Private Limited at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896, on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

2. **Unregistered Warrantheolding.** If your warrantheolding is not registered with the Company, you may send in, at your own risk, the relevant warrant certificate(s) and/or other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Warrant Agent together with this Warrants FAT, accompanied by transfer form(s), duly completed and executed by the person registered as the holder of the Warrants and stamped (if required), with the particulars of the Transferee left blank (to be completed by the Offeror or the Transferee or a person authorised by either).

3. **Date of Warrants FAT.** Please do not date this Warrants FAT or insert the name of 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 Warrants Register as holding Warrants but do not have the relevant warrant certificate(s) relating to such Warrants, you, at your own risk, are required to procure the Company to issue such warrant certificate(s) in accordance with the Constitution of the Company and then deliver such warrant certificate(s) in accordance with the procedures set out in the Warrants Proposal Letter and this Warrants FAT. If your warrant certificate(s) or transfer form(s) and/or other relevant document(s) required by the Offeror and/or the Warrant Agent is/are not readily available or is/are lost, this Warrants FAT should nevertheless be completed and delivered as above if you wish to accept the Warrants Proposal. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded 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 Warrants FAT, warrant certificate(s), other document(s) of title, transfer form(s) and/or any other relevant document(s) will be given by the Offeror, SAC Capital or the Warrant Agent.

6. **Warrantheolder Abroad.** If a Warrantheolder is away from home, for example, abroad or on holiday, this Warrants FAT should subject to the terms set out in the section entitled "Overseas Warrantheolders" in the Warrants Proposal Letter, be sent by the quickest means (for example, express air mail) to the Warrantheolder for execution, or if he has executed a Power of Attorney, this Warrants FAT may be signed by the attorney but the attorney's 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 be attached and should also be lodged with this Warrants FAT. No other signatures are acceptable.

7. **Deceased Warrantheolder.**

(a) If the sole Warrantheolder is deceased and if:

- the Grant of Probate or Letters of Administration has been registered and lodged with the Company Secretary of the Company, this Warrants FAT must be signed by all the personal representative(s) of the deceased and delivered to **MR. ANG KONG MENG c/o B.A.C.S. Private Limited at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896** by post at your own risk using the enclosed pre-addressed envelope; or
- the Grant of Probate or Letters of Administration has not been registered and lodged with the Company Secretary of the Company, all the personal representative(s) of the deceased must go to the Company Secretary of the Company personally together to register and lodge the original Grant of Probate or Letters of Administration with the Company Secretary of the Company first, before submitting this Warrants FAT. The Grant of Probate or Letters of Administration must be lodged with **MR. ANG KONG MENG c/o B.A.C.S. Private Limited at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896** before the personal representative(s) of the deceased can effect the transfer of the Warrants to which this Warrants FAT relates.

(b) If one of the joint Warrantheolders is deceased, this Warrants FAT must be signed by all the surviving joint Warrantheolder(s) and lodged with **MR. ANG KONG MENG c/o B.A.C.S. Private Limited at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896**, accompanied by the Death Certificate, Grant of Probate or Letters of Administration and all other relevant documentation in respect of the deceased joint Warrantheolder.

8. **Particulars on Warrant Certificate(s).** If your name or other particulars are shown incorrectly on the warrant certificate(s), please carry out the following steps:

- Incorrect name.** Please complete this Warrants 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 warrant certificate(s) and the person who signed this Warrants FAT are one and the same;
- Incorrect address.** Please write the correct address on this Warrants FAT; and
- Change of name.** If you have changed your name, lodge your Marriage Certificate or the Deed Poll with this Warrants FAT for noting.

9. **Disclaimer and Discretion.** Each of the Offeror, SAC Capital, CDP and/or the Warrant Agent will be authorised and entitled, in its sole and absolute discretion, to reject or treat as valid any acceptance of the Warrants Proposal through the relevant Warrants Acceptance Form, which is not entirely in order or which does not comply with the provisions and instructions in the Warrants Proposal Letter and in the Warrants Acceptance Forms, or any applicable online terms and conditions, or which is not accompanied by the relevant warrant certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or SAC Capital or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality, or invalid in any respect. If you wish to accept the Warrants Proposal, it is your responsibility to ensure that the relevant Warrants Acceptance Forms is/are properly completed and executed in all respects and submitted with original signature(s) and that all required supporting documents (where applicable) are provided. Each of the Offeror, SAC Capital, CDP and/or the Warrant Agent reserves 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 Warrants Proposal Letter or in the Warrants Acceptance Forms, or if made otherwise than in accordance with the provisions of the Warrants Proposal Letter and instructions printed in the relevant Warrants Acceptance Forms. Any decision to reject or treat any acceptances as valid will be final and binding and none of the Offeror, SAC Capital, CDP and/or the Warrant Agent accepts any responsibility or liability in relation to such a decision, including the consequences thereof.

10. **Risk of Posting.** All communications, certificates, notices, documents and remittances will be sent to you (or your designated agent or, in the case of joint accepting Warrantheolders who have not designated any agent, to the one first-named in the Warrants Register, as the case may be) by ordinary post at your own risk to your address as it appears in the records of the Warrant Agent (or for the purposes of payments only, to such address as may be specified in this Warrants FAT).

11. **Conclusive Evidence.** Delivery of the duly completed and signed Warrants FAT, together with the relevant warrant certificate(s) and/or other document(s) of title and/or any other relevant document(s) required by the Offeror and/or the Warrant Agent, to the Offeror and/or the Warrant Agent, as the case may be, in any manner permitted and as stated in this Warrants FAT, shall be conclusive evidence in favour of the Offeror, the Transferee and the Warrant Agent of the right and title of the person(s) signing it to deal with the same and with the Warrants to which it relates.

12. **Governing Law and Third Party Rights.** By completing and submitting this Warrants FAT, 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 exclusive jurisdiction of the Singapore courts. Unless expressly provided in this Warrants FAT or the Warrants Proposal Letter, a person who is not a party to any contracts made pursuant to the Warrants Proposal, the Warrants Proposal Letter and this Warrants FAT, has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any terms 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.