

PROOF OF CLAIM AND RELEASE

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

*Laborers District Council Construction
Industry Pension Fund, et al. vs. Sea Limited, et al.,*
No. CV-23-01455-PHX-DLR

Mail To: Sea Limited 2023 Securities Litigation
Claims Administrator
c/o JND Legal Administration
P.O. Box 91130
Seattle, WA 98111

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later than:
June 23, 2025

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I. GENERAL INSTRUCTIONS

1. To recover as a Class Member based on the claims in the Litigation,¹ you must complete and, on page 8 hereof, sign this Proof of Claim. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE JUNE 23, 2025, TO THE COURT-APPOINTED CLAIMS ADMINISTRATOR, ADDRESSED AS FOLLOWS:**

Sea Limited 2023 Securities Litigation
Claims Administrator
c/o JND Legal Administration
P.O. Box 91130
Seattle, WA 98111

Online Submissions:
www.SeaLimited2023SecuritiesLitigation.com

Do not mail or deliver your Claim Form to the Court, the parties to the Litigation, or their counsel. Submit your Claim Form only to the Claims Administrator at the addresses set forth above. If you are NOT a Class Member, as defined in the Notice of Pendency and Proposed Settlement of Class Action ("Notice"), DO NOT submit a Proof of Claim.

4. If you are a Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. CLAIMANT IDENTIFICATION

You are a Member of the Class if you purchased or otherwise acquired Sea Limited's ("Sea") publicly-traded American Depositary Shares ("ADSs") during the period from November 15, 2022 through August 14, 2023, both dates inclusive (the "Class Period"), and are not otherwise excluded from the Class. Excluded from the Class are: Defendants, the officers and directors of Sea (at all relevant times), members of their immediate families, and their legal representatives, heirs, successors, or assigns, and any entity in which any Defendant has a controlling interest. Also excluded from the Class are those Persons who would otherwise be a Class Member who properly exclude themselves by submitting a valid and timely request for exclusion.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquirer of record ("nominee") of Sea ADSs that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF SEA ADSs UPON WHICH THIS CLAIM IS BASED.**

¹ This Proof of Claim and Release ("Proof of Claim" or "Claim Form") incorporates by reference the definitions in the Stipulation of Settlement ("Stipulation"), which can be obtained at www.SeaLimited2023SecuritiesLitigation.com.

All joint purchasers or acquirers must sign this Proof of Claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this Proof of Claim on behalf of persons represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or full taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II entitled “Schedule of Transactions in Sea ADSs” of this Claim Form to supply all required details of your transaction(s) in Sea ADSs. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to ***all*** of your purchases, acquisitions, and sales of Sea ADSs that took place between November 15, 2022 and November 10, 2023, both dates inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to the number of Sea ADSs you held at the close of trading on November 14, 2022 and November 10, 2023. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Sea ADSs. The date of a “short sale” is deemed to be the date of sale of Sea ADSs.

COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN SEA ADSs MUST BE ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM AND MAY RESULT IN REJECTION OF YOUR CLAIM. THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN SEA ADSs.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at SLMSecurities@JNDLA.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

Please Type or Print

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN SEA ADSs. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I – CLAIMANT IDENTIFICATION

Last Name MI First Name

Last Name (Co-Beneficial Owner) MI First Name (Co-Beneficial Owner)

☐ Individual (includes joint owner accounts) ☐ Corporation ☐ Pension Plan ☐ IRA/401k
☐ Estate ☐ Trust ☐ Other (please specify): _____

Company Name (Beneficial Owner – If Claimant is not an Individual) or Custodian Name if an IRA

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account #/Fund # (Not Necessary for Individual Filers)

Social Security Number (Last 4 digits) OR Taxpayer Identification Number (Last 4 digits)

Telephone Number (Primary Daytime) -- Telephone Number (Alternate) --

Email Address

Street Address 1

Street Address 2

City State Zip Code

Foreign Province Foreign Postal Code Foreign Country Name/Abbreviation

PART II – SCHEDULE OF TRANSACTIONS IN SEA ADSs

A. Number of Sea ADSs Held at the Close of Trading on November 14, 2022:				Proof of Position Enclosed <input type="checkbox"/> Yes <input type="checkbox"/> No
<div style="border: 1px solid black; width: 250px; margin: 0 auto;"></div>				
B. Purchases and Acquisitions of Sea ADSs (November 15, 2022 through November 10, 2023, both dates inclusive):²				
Trade Date(s) Month Day Year (List chronologically)	Number of ADSs Purchased or Acquired	Purchase Price Per Share	Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase Enclosed
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. Sales of Sea ADSs (November 15, 2022 through November 10, 2023, both dates inclusive):				
Trade Date(s) Month Day Year (List chronologically)	Number of ADSs Sold	Sale Price Per Share	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /			\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. Number of Sea ADSs held at the close of trading on November 10, 2023:				Proof of Position Enclosed <input type="checkbox"/> Yes <input type="checkbox"/> No
<div style="border: 1px solid black; width: 250px; margin: 0 auto;"></div>				

**YOU MUST READ THE RELEASE AND SIGN ON PAGE 8. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

² Information requested about your transactions of Sea ADSs from August 15, 2023 through and including November 10, 2023, is needed for the Claims Administrator to confirm that you have reported all relevant transactions and to calculate your Recognized Claim. Purchases and acquisitions of Sea ADSs during this period are not eligible for a recovery because they were made outside of the Class Period.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Arizona with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Sea ADSs during the relevant period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Released Persons,” defined as each and all of the Defendants and each Defendant’s past, present, or future direct or indirect parents, subsidiaries, divisions, branches, controlling persons, associates, entities, affiliates, or joint ventures, as well as each of their and each of Defendants’ respective past, present, or future directors, officers, employees, independent contractors, managers, servants, partners, limited partners, members, principals, trustees, advisors, auditors, accountants, agents, underwriters, insurers, co-insurers, reinsurers, shareholders, attorneys, fiduciaries, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, spouses, heirs, related or affiliated entities or persons, anyone acting or purporting to act for or on behalf of any of them or their successors, heirs or assigns, any other persons, firms, trusts, corporations, and other entities in which a Defendant or any past, present, or future director of Sea has a financial interest or was a sponsor, founder, or creator of the entity and, in their capacity as such, any and all officers, directors, employees, trustees, beneficiaries, settlers, creators, attorneys, consultants, agents, or representatives of any such person, firm, trust, corporation or other entity, any member of any Defendant’s immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and the legal representatives, heirs, executors, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, or assigns of each of the foregoing.

2. “Released Claims” means any and all claims, demands, losses, costs, interest, penalties, fees, attorneys’ fees, expenses, rights, causes of action, actions, duties, obligations, judgments, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities, including Unknown Claims, and causes of action of every nature and description, whether known or unknown, direct or indirect, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, at law or equity, whether arising under federal, state, common or foreign law, whether class or individual in nature, that (a) arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations or omissions involved, set forth, alleged or referred to, in this Litigation, or which could have been alleged in, referred to or made part of this Litigation, and (b) arise out of, are based upon, or relate in any way to the purchase, acquisition, sale, transfer, investment, other transaction in, or holding or disposition of Sea securities that traded on the open market in the United States during the Class Period. Released Claims also includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Litigation (including Unknown Claims), except claims relating to the enforcement of the Settlement.

3. “Unknown Claims” means: (a) any and all Released Claims which the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any and all Released Defendants’ Claims that the Released Persons do not know or suspect to exist in his, her, or its favor at the time of the release of the Lead Plaintiff, the Class, and Plaintiffs’ Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Lead Plaintiff, the Class, and Plaintiffs’ Counsel. With respect to (i) any and all Released Claims against the Released Persons, and (ii) any and all Released Defendants’ Claims against Lead Plaintiff, the Class, and Plaintiffs’ Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released Person shall be deemed to have, and by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released Person shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Persons acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants’ Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims against the Released Persons, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Persons shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants’ Claims against Lead Plaintiff, the Class, and Plaintiffs’ Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Persons shall be deemed by operation of the Judgment to have acknowledged, that

the foregoing waiver of Unknown Claims was separately bargained for and is an essential element of the Settlement of which this release is a part.

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Sea ADSs occurred during the relevant period as well as the number of shares held by me (us) at the close of trading on November 14, 2022 and November 10, 2023.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)

in _____, _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Co-Beneficiary Sign your name here (if applicable))

(Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial
Purchaser or Acquirer, Executor or Administrator)

ACCURATE CLAIMS PROCESSING TAKES
A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

REMINDER CHECKLIST



1. Please sign the above release and acknowledgment.

2. Remember to attach copies of supporting documentation.



3. **Do not send** originals of certificates or other documentation as they will not be returned.



4. Keep a copy of your Proof of Claim and all supporting documentation for your records.

5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.



6. If you move, please send your new address to the address below.

7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.



**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED
NO LATER THAN JUNE 23, 2025, ADDRESSED AS FOLLOWS:**

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