

DATED 3 March 2025

**WONG POH KAM**

AND

**MANAGEMENT REPORTS INTERNATIONAL PTE LTD**

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DEED OF IRREVOCABLE UNDERTAKING

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KIRKLAND & ELLIS  
26/F, Gloucester Tower, The Landmark  
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Hong Kong

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**THIS DEED OF IRREVOCABLE UNDERTAKING** is dated 3 March  
2025 and made:

**BETWEEN:**

1. **MR. WONG POH KAM**, whose address is at 1 Sin Ming Avenue, #14-01 Flame Tree Park, Singapore 575728, and whose passport number is K3591925Z (the “**Obligor**”); and
2. **MANAGEMENT REPORTS INTERNATIONAL PTE LTD**, a private company limited by shares incorporated under the laws of Singapore, and whose registered office is at 77 Robinson Road, #13-00, Robinson 77, Singapore 068896 (the “**Offeror**”).

**WHEREAS:**

- (A) Anacle Systems Limited (the “**Company**”) is a company incorporated in the Republic of Singapore with limited liability, whose ordinary shares (the “**Shares**”) are currently listed on the GEM of the Stock Exchange (stock code: 8353), with its registered office at 3 Fusionopolis Way, #14-21 Symbiosis, Singapore 138633. As at the date hereof, the Company has in issue 406,976,128 Shares, of which 22,993,900 Shares (representing approximately 5.65% of the total number of issued Shares as at the date hereof) are legally and beneficially owned by the Obligor.
- (B) The Offeror intends to proceed with the Scheme and the Option Offer substantially on the terms and conditions set out in the Announcement and otherwise as described in this Undertaking.
- (C) Upon the terms contained in this Undertaking, the Obligor agrees to irrevocably undertake to exercise or procure the exercise of the voting rights attached to all of the Offeree Shares to vote in favour of the Scheme at the Court Meeting, and any resolutions proposed at the Court Meeting to assist with the implementation of the Scheme or are necessary for the Scheme to become effective, in accordance with the terms and subject to the conditions to be set out in the Scheme Document.

**NOW IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

- 1.1 Capitalised terms used but not defined herein shall have the meanings assigned to them in the Announcement.
- 1.2 In this Undertaking, the following terms shall have the following meanings:

“**Affiliate**” means:

- (a) in relation to an individual, that individual’s close relatives (being any spouse, child (including adopted child and step-child), parent or sibling of that individual), any person controlling, controlled by or under common control with such individual and/or such individual’s close relatives (acting singly or together) and any trust of which any such person is the settlor and/or a beneficiary;

- (b) in relation to any other person, any person controlling, controlled by or under common control with such particular person,

where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, contract or otherwise;

“**Announcement**” means the joint announcement to be published by the Offeror and the Company pursuant to Rule 3.5 of the Takeovers Code in respect of the Proposal, the latest draft of which is attached hereto in Appendix A;

“**Anti-Corruption Laws**” means any anti-bribery or anti-corruption laws (including laws that prohibit the corrupt payment, giving, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any Government Official, commercial entity or any other person to obtain a business advantage) applicable to the Group and its operations from time to time, including without limitation (i) the U.S. Foreign Corrupt Practices Act of 1977, (ii) the UK Bribery Act of 2010, (iii) the Singapore Prevention of Corruption Act 1960; (iv) the Hong Kong Prevention of Bribery Ordinance (Cap. 201), (v) any legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (vi) any similar laws in any other jurisdiction in which any entity of the Group operates, in each case as amended from time to time;

“**Anti-Money Laundering Laws**” means any anti-money laundering-related laws and codes of practice applicable to the Group and its operations from time to time, including without limitation (i) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970; (ii) the Hong Kong Anti-Money Laundering and Counter-Terrorist Financing Ordinance; (iii) the Singapore Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992; and (iv) Singapore Terrorism (Suppression of Financing) Act 2002;

“**Applicable Laws**” means with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgments, decrees, orders or notices of any Authority that is applicable to such persons;

“**Authorisation**” means any license, permit, consent, authorisation, permission, clearance or approval of any Authority or any other person;

“**Authority**” means any supranational, national, federal, state, regional, provincial, municipal, local or other government, governmental, quasi-governmental, legal, regulatory or administrative authority, department, branch, agency, commission, bureau or body (including any securities or stock exchange) or any court, tribunal, or judicial or arbitral body;

“**Balance Sheet Date**” means 31 May 2024;

“**Business**” means the business of the Group at any time prior to and on the Effective Date;

**“Business Assets”** means all the assets of the Group and any assets used by or in connection with the Business or necessary for the operation of the Business, and all the Intellectual Property Rights used by or in connection with the Business;

**“Business Day”** means a day (other than a Saturday or Sunday) on which the Stock Exchange is open for the transaction of business and on which the banks are open for business in Hong Kong and Singapore;

**“CCASS”** means the Central Clearing and Settlement System established and operated by HKSCC;

**“CCASS Participant”** means a person admitted for the time being by HKSCC as a participant of CCASS;

**“Central Provident Fund”** means the fund established under Section 6 of the Central Provident Fund Act 1953 of Singapore;

**“Claim”** has the meaning given to it in Clause 5.4(a);

**“Companies Act”** means the Companies Act 1967 of Singapore (as consolidated and revised from time to time);

**“Company”** has the meaning given to it in Recital (A);

**“Confidential Information”** means any information, whether written, oral, visual, electronic or in other form (a) which is proprietary or confidential or trade-sensitive in nature to a person or from which a person derives competitive advantage in connection with its business, including without limitation, information relating to its organisation, business, affairs, operations, assets, finances, shareholders, trade secrets, know-how, technology, processes, inventions, customers, suppliers, business associates, price lists, budgets, financial information, and the sale or supply of any products or services by, or potential transactions or projects, future plans and targets of, a person, or (b) which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone;

**“Confirmation Deed”** means the confirmatory deed dated 1 May 2016 entered into by Mr. Lau, Mr. Ong, Ms. Lim Siang Ngin, Mr. Ho Hai Aik, Ms. Ng Ying Ling, Mr. Chew Chung Hong, Mr. James Tay Chin Kwang, Mr. Arnold Tan Kim Hong, Mr. Ng Sah Keong, Ms. Seow Ho Yien and BAF Spectrum Pte. Ltd., together with a consent letter issued on 3 March 2025 in relation thereto;

**“Consideration”** has the meaning given to it in Clause 5.4(c);

**“Controlling Shareholders”** means Mr. Lau, Mr. Ong, Ms. Lim Siang Ngin, Ms. Ng Ying Ling, Mr. Chew Chung Hong, Mr. James Tay Chin Kwang, Mr. Arnold Tan Kim Hong, Mr. Ng Sah Keong, Ms. Seow Ho Yien, Mr. CHOW Kim Foong, Mr. HO Hai Aik, Mr. CHUA Tjie Hui, Prof WONG Poh Kam and Mr. TAN Hong Huat;

**“Court Hearing”** means the court hearing of the General Division of the High Court of the Singapore to hear the petition to sanction the Scheme;

**“Court Meeting”** means the meeting of the Scheme Shareholders to be convened at the direction of the General Division of the High Court of the Singapore at which the Scheme will be voted upon;

**“Disclosed”** means fully, fairly and specifically disclosed by the Disclosure Letter, with sufficient particularity to enable the Offeror to identify and understand the nature and scope of the matter, fact or circumstance being disclosed and assess the impact on the Group of such matter, fact or circumstance, and Disclosure shall be construed accordingly;

**“Disclosure Letter”** means the letter of the same date as this Undertaking (including the contents of any schedule or appendix thereto) from the Obligor to the Offeror together with all documents annexed to it in the agreed form;

**“Effective Date”** means the date on which the Scheme becomes effective in accordance with the Companies Act;

**“Encumbrance”** means any claim, mortgage, charge, pledge, lien, restriction, assignment, power of sale, security interest, title retention, trust arrangement, subordination arrangement, contractual right of set-off or any other agreement or arrangement the effect of which is the creation of security, or any other interest, equity or other right of any person (including any right to acquire, option, right of first refusal or right of pre-emption), or any agreement, arrangement or obligation to create any of the same;

**“Enterprise Singapore Grant”** means the offer of financial assistance of up to S\$50,000 to the Company under the Market Readiness Assistance Grant, pursuant to a letter of offer dated 24 August 2022 from Enterprise Singapore to the Company;

**“FCPA”** means the U.S. Foreign Corrupt Practices Act of 1977, as amended, the rules and regulations thereunder;

**“Financial Statements”** means the audited consolidated financial statements of the Group for the year ended on the Balance Sheet Date;

**“Fusionopolis Lease Agreements”** means the licensing and lease agreements in respect of the Fusionopolis Premises;

**“Fusionopolis Premises”** means the premises at #14-20/21/22/23/24/25/26/27, 3 Fusionopolis Way Singapore 138633;

**“Governmental Authority”** means: (a) any supranational, national, state, city, municipal, county or local government, governmental authority or political subdivision thereof; (b) any agency or instrumentality of any of the authorities referred to in (a) above; (c) any regulatory or administrative authority, body or other similar organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; (d) any court or tribunal having jurisdiction; or (e) the governing body of any stock exchange(s);

**“Government Official”** means any officer, employee or other person acting in an official capacity on behalf of (a) any Governmental Authority or any department or

agency of a Government, including elected officials, judicial officials, civil servants and military personnel, children, spouses, siblings or parents of a Government Official; (b) any public international organization, such as the World Bank; (c) any company, business or instrumentality that is owned or controlled by a Governmental Authority; and (d) any political party, as well as candidates for political office;

**“Group”** means the group of companies consisting of the Company and its subsidiaries and the expression **“member of the Group”** shall be construed accordingly;

**“GST”** means goods and services tax payable under the Goods and Services Tax Act 1993 of Singapore;

**“HKIAC”** has the meaning given to it in Clause 19.2;

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

**“HK\$”** means the lawful currency of Hong Kong;

**“Indemnitee”** has the meaning given to it in Clause 9.1;

**“Indian Premises”** means (1) Office No. unit no 1 and 2, Built-up: 4350 Square Feet, situated on the Ground Floor of a Building known as ‘Progressive Industrial Complex’ standing on the plot of land bearing Survey Number: 12, Road: Sinhagad road, Location: Vadgaon, of Village: Vadgaon khurd, situated within the revenue limits of Tehsil Haveli and Dist Pune and situated within the limits of Pune Municipal Corporation, and (2) Apartment/Flat No. S - 26, S - 27, Built-up: 2000 Square Feet, Parking: 100 Square Foot situated on the 2 Floor of a Building known as ‘DESTINATION CENTRE - 1’ standing on the plot of land bearing Survey Number: 1/2/3, Road: SINHAGAD ROAD, Location: NANDED CITY, of Village: Nanded, situated within the revenue limits of Tehsil Haveli and Dist Pune and situated within the limits of Pune Municipal Corporation;

**“Intellectual Property Rights”** means:

- (a) copyright, patents, goodwill, Know-How, trade secrets, data base rights, trademarks, trade names, business names, domain names, logos, get-up and designs (whether registered or unregistered);
- (b) applications for registration (including all corresponding foreign counterpart applications, re-issues, re-examinations, divisionals, continuations, parts and extensions thereof) and the right to apply for registration for any of the same; and
- (c) all other intellectual property rights and equivalent or similar forms of protection, howsoever described, existing anywhere in the world;

**“IT System”** means all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed by or to any member of the Group;

**“Know-How”** means all technical and commercial information, data and documents of whatever kind (including the knowledge and skill of employees, drawings, specifications, photographs, samples, models, processes, procedures, reports and correspondence), and the underlying copyright in works of authorship embodying the foregoing, but excluding any other intellectual property rights rested thereon;

**“Licensed IPR”** means all material Intellectual Property Rights used or intended to be used in or in connection with the business of any member of the Group other than the Owned IPR;

**“Losses”** means, in respect of any matter, event or circumstances, all demands, claims, actions, proceedings, damages, payments, fines, penalties, losses, costs (including reasonable legal costs), expenses (including Taxes), disbursements and other losses of any kind whatsoever arising, excluding any indirect, consequential losses and loss of profit unless and to the extent reasonably foreseeable as a consequence of the breach giving rise to the relevant claim;

**“Material Adverse Change”** means any change, effect, event, occurrence, state of facts or any combination of them that is (or could reasonably be expected to be) materially adverse to the business, operations, properties, assets (tangible or intangible, including the Business Assets), liabilities (including contingent liabilities), employee relationships, customer or supplier relationships, earnings, results of operations, financial projections or forecasts, or the business condition of the Group taken as a whole;

**“Material Contract”** means an agreement or arrangement to which a member of the Group is a party or is bound by and which is of material importance to the business, affairs, operations, assets, profits or financial condition of such member of the Group, including:

- (a) the contracts entered into with the top ten (10) customers of the Group by revenue and billing amount in each of the financial years ended 31 May 2023 and 31 May 2024; and
- (b) the contracts entered into with the top five (5) suppliers of the Group by contract amount in each of the financial years ended 31 May 2023 and 31 May 2024;

**“Notice”** means a notice to be given pursuant to the terms of this Undertaking, and shall be construed in accordance with Clause 12;

**“Offeree Shares”** means (i) the Shares owned by the Obligor as specified in Schedule 1, (ii) any other Shares which the Obligor may acquire on or after the date hereof until the Scheme Record Date and (iii) any other Shares attributable to or derived from the Shares referred to in (i) and (ii) (including, without limitation, any scrip dividend, bonus issue, rights issue or distribution of shares in the capital of the Company or otherwise);

**“Option Offer”** means the offer to be made by or on behalf of the Offeror to the optionholders of the Company for the cancellation of the Options, conditional upon the Scheme becoming effective;

**“Owned IPR”** means all material Intellectual Property Rights used or intended to be used in or in connection with the business of any member of the Group which are owned by any member of the Group;

**“Parties”** means the named parties to this Undertaking and **“Party”** means any one of them;

**“Policies”** means the insurance and indemnity policies taken out by the Group or in respect of which a member of the Group has an interest (including any active historic policies which provide cover on a loss occurring basis);

**“Post-IPO Share Option Scheme”** means the share option scheme of the Company adopted by resolution in writing of the Shareholders on 24 November 2016;

**“Proposal”** means the proposal for the take private of the Company by the Offeror by way of the Scheme and the making of the Option Offer (which will be conditional upon the Scheme becoming effective in accordance with its terms), on the terms and subject to the conditions to be set out in the Announcement and the Scheme Document;

**“Quarterly Accounts”** means the unaudited consolidated financial statements of the Group for the six-month period ended on the Quarterly Accounts Date;

**“Quarterly Accounts Date”** means 30 November 2024;

**“Relevant Period”** has the meaning given to it in Clause 2.1;

**“Rules”** has the meaning given to it in Clause 19.2;

**“Sanctioned Person”** means (a) any person that is the subject or target of Sanctions (including but not limited to any person that is designated on the list of “Specially Designated Nationals and Blocked Persons” administered by the U.S. Treasury Department’s Office of Foreign Assets Control, or on any list of any economic or financial sanctions administered by the U.S. State Department, the United Nations, the European Union or any member state thereof, the United Kingdom, or any similar list maintained by, or public announcement of Sanctions designation made by, any applicable national economic sanctions authority), (b) any government, national, or resident of, or legal entity located in or organized under, the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including without limitation Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, Luhansk and other non-Ukrainian government controlled regions of Ukraine), (c) any person who is owned 50% (fifty percent) or more, or controlled, by any of the foregoing, or (d) any person with whom business transactions, including exports and re-exports, would violate Sanctions;

**“Sanctions”** means all trade, economic and financial sanctions laws administered, enacted or enforced from time to time by (i) the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control and the United States Department of State), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) the United Kingdom (including without

limitation HM Treasury), or (v) any other similar Governmental Authority with regulatory authority over the Group from time to time;

“**Scheme**” means a scheme of arrangement under Section 210 of the Companies Act involving the acquisition of all the Scheme Shares by the Offeror at the Scheme Consideration;

“**Scheme Document**” means the composite scheme document (which shall contain, among other things, further details of the Proposal together with the additional information set out in the section headed “*17. General Matters Relating to the Proposal - Despatch of the Scheme Document*” in the Announcement), to be despatched by the Offeror and the Company to all of the Shareholders and Optionholders as required by the Takeovers Code, as may be amended or supplemented from time to time;

“**Scheme Shares**” means the Share(s) held by the shareholders of the Company;

“**Security Breach**” means any actual or suspected cyber or security incident, breach, phishing incident, ransomware or malware attack, unauthorized intrusion or unauthorized processing, or any loss, distribution, compromise, exfiltration or unauthorized disclosure with respect to, any IT Systems, trade secrets or confidential information or unlawful processing of any personal data held by or under the control of, or otherwise processed by or on behalf of, the Group;

“**SFC**” means the Securities and Futures Commission of Hong Kong;

“**SST**” means Malaysian Sales and Services Tax.

“**Takeovers Code**” means the Hong Kong Code on Takeovers and Mergers (as revised from time to time);

“**Tax**” or “**Taxation**” means all forms of taxation, duties, levies, imposts and other similar impositions of any jurisdiction whether central, regional or local (including corporate income tax, value added tax, goods and services tax, profits, personal income tax, withholding tax, import tax, export tax, stamp duty and other transaction or documentary taxes, social security and state pension contributions, franchise, taxes arising from the ownership of any property or assets, payroll and employment taxes, severance, taxes arising on the sale, lease, hire, gift or other disposal of real or personal assets or property, and taxes of any kind whatsoever), together with any interest and levies and all penalties, fines, charges, surcharges, costs and additions to tax in relation to any of the foregoing or resulting from failure to comply with the provisions of any legislation, enactment or other Applicable Law relating to the foregoing;

“**Tax Authority**” means any taxing or other Authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any Applicable Law in relation to Taxation;

“**Tax Return**” shall mean any payments, return (including any information return), report, statement, submissions, reports, claims or filings for refund or payment, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information that is, has been or may in the future be filed with or

submitted to, or required to be filed with or submitted to, any Authority in connection with the determinative, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any requirement relating to any Tax imposed by any Applicable Law;

“**U.K. Bribery Act**” means the United Kingdom Bribery Act 2010, as amended, the rules and regulations thereunder;

“**Undertaking**” means this Undertaking as amended or varied from time to time;

“**VAT**” means value-added tax in People’s Republic of China; and

“**Warranties**” means the representations and warranties given by the Obligor and contained in this Undertaking set out in Clause 2.1 and Schedule 2 and the expression “**Warranty**” means any one of them.

- 1.3 References herein to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
- 1.4 References herein to Clauses, Appendices and Schedules are to clauses in and schedules to this Undertaking unless the context requires otherwise and the Schedules to this Undertaking shall be deemed to form part of this Undertaking.
- 1.5 The expressions the “Obligor” and the “Offeror” shall, where the context permits, include their respective successors and permitted assigns. For the avoidance of doubt, in the event of a merger of any of the Parties, the surviving entity of such Party shall be deemed to be the successor of such Party.
- 1.6 The headings are inserted for convenience only and shall not affect the construction of this Undertaking.
- 1.7 Unless the context requires otherwise, words and expressions defined in the Companies Act shall bear the same respective meanings when used in this Undertaking.
- 1.8 In this Undertaking, references to:
  - (a) being “**interested in**” or having “**interests in**” shares or securities shall be interpreted in accordance with the SFO;
  - (b) “**offer period**” shall be interpreted in accordance with the Takeovers Code; and
  - (c) the “**Scheme**” and “**Option Offer**” shall include any new, increased, renewed or revised offer made by or on behalf of the Offeror (or if by way of scheme of arrangement, imposed by the General Division of the High Court of the Singapore), howsoever to be implemented.

## 2. **OWNERSHIP OF SHARES**

- 2.1 Subject to this Undertaking not having been terminated, the Obligor hereby represents, warrants and undertakes that, as at the date of this Undertaking, and at all times during the period (“**Relevant Period**”) from the date of this Undertaking until the Effective Date (both dates inclusive) as if repeated on each day during such period and by reference to the facts and circumstances existing at all such times:
- (a) the Obligor is the beneficial owner of the Offeree Shares free and clear of any Encumbrance and has control over the exercise of the voting rights attached to all of the Offeree Shares; and
  - (b) save as set out in Schedule 1, the Obligor does not hold any other Shares and is not interested (directly or indirectly) in any other securities of the Company and does not have any rights to subscribe, purchase or otherwise acquire any securities of the Company.

## 3. **DEALINGS**

- 3.1 Subject to this Undertaking not having been terminated and all Applicable Laws, the Obligor undertakes that he shall not, and shall procure that the relevant registered holder of the Offeree Shares (if applicable) shall not, on or before the Effective Date, and other than in connection with the Scheme or pursuant to Clause 4 below, sell, transfer, charge, encumber, create or grant any option, right, warrant or lien over or otherwise dispose of, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the legal, beneficial or economic consequences of ownership of, or grant any proxy or enter into any voting agreement or similar arrangement with respect to the voting of, or permit any such action to occur in respect of, all or any of the Offeree Shares or any interest therein.

## 4. **IRREVOCABLE UNDERTAKING**

Subject to this Undertaking not having been terminated and all Applicable Laws:

- 4.1 The Obligor irrevocably undertakes to exercise or procure the exercise of the voting rights attached to all of the Offeree Shares to vote in favour of the Scheme at the Court Meeting, and any resolutions proposed at the Court Meeting that are necessary for the Scheme to become effective, in accordance with the terms and subject to the conditions to be set out in the Scheme Document.
- 4.2 The Obligor irrevocably undertakes that in exercising or procuring the exercise of any of the voting rights attached to the Offeree Shares in accordance with Clause 4.1, to the extent any such Offeree Shares are registered in the name of HKSCC or its nominee and held in CCASS, the Obligor shall give all instructions, take all actions and execute all documents as may be necessary or required by the relevant CCASS Participant in respect of such Offeree Shares in a timely manner to procure that the relevant CCASS Participant shall cause HKSCC or its nominee to vote accordingly at the Court Meeting.
- 4.3 The Obligor irrevocably undertakes to use his best endeavours to procure the other Controlling Shareholders to exercise the voting rights attached to all of the Shares held

by the Controlling Shareholders to vote in favour of the Scheme at the Court Meeting, and any resolutions proposed at the Court Meeting to assist with the implementation of the Scheme or are necessary for the Scheme to become effective.

- 4.4 The Obligor irrevocably undertakes (a) not to take any action, or omit to take any action, which would cause the Obligor to breach the Obligor's obligations under this Undertaking; conflict with or diminish the Obligor's obligations under this Undertaking; or otherwise frustrate the Scheme or its implementation; and (b) not to accept or approve or endorse, recommend, vote or agree to vote for, (or permit the acceptance or approval on the Obligor's behalf of), or solicit, initiate, induce, encourage or entertain any approach, expression of interest or offer in relation to, or provide any information to or enter into any discussions or negotiations in relation to, or enter into any agreement, arrangement or understanding in relation to, any other proposal, offer or scheme of arrangement from any party other than the Offeror or a party approved in writing by the Offeror for all or any of the Offeree Shares, whether or not such other proposal, offer or scheme of arrangement is at a higher price than the Scheme Consideration for the Offeree Shares and/or on more favourable terms than under the Scheme.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1 Subject to this Undertaking not having been terminated, the Obligor represents and warrants to the Offeror that each of the Warranties is true and accurate in all respects and not misleading in any respects as at the date of this Undertaking and at all times during the Relevant Period as if repeated on each day during such period and by reference to the facts and circumstances existing at all such times. For this purpose only, where in a Warranty there is an express or implied reference to the "date of this Undertaking", that reference is to be construed as a reference to each date during the Relevant Period. Unless otherwise specified, all Warranties given by the Obligor are qualified by the Disclosure made in the Disclosure Letter.
- 5.2 Each of the Warranties shall be construed as a separate and independent warranty and (save where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other term of this Undertaking or any other Warranty.
- 5.3 The Obligor hereby agrees, to the extent permissible under Applicable Laws, to disclose as soon as reasonably practicable to the Offeror in writing upon becoming aware of the same any matter, event or circumstance (including any omission to act) which may arise or become known to him after the date of this Undertaking up to and including the Effective Date which may constitute a material breach of any of the Warranties if given at any time up to and including the Effective Date or which might make them untrue, inaccurate or misleading in any material respect.
- 5.4 Any liability of the Obligor under this Undertaking shall be subject to the following limitations:
- (a) any claim under this Undertaking ("**Claim**") must be notified to the Obligor in writing within 18 months from the Effective Date, such notice specifying in as much detail as practicable the basis of the Claim, the amount of the Claim and any relevant details of the Claim;

- (b) the Obligor shall not be liable in respect of any Claim unless the amount of such Claim would exceed HK\$1 million, in which case the Obligor shall be liable for the entire amount of such losses from the first dollar (and not just amounts in excess of HK\$1 million);
- (c) the maximum aggregate liability of the Obligor in respect of all Claims shall not exceed the aggregate Scheme Consideration received by him (“**Consideration**”);
- (d) the Obligor shall not be liable in respect of any Claim under Clause 5.1 in respect of any matter Disclosed;
- (e) the Obligor shall not be liable in respect of any Claim to the extent that the losses in respect of which are covered by a policy of insurance and the Offeror, or any holding company of the Offeror, any subsidiary of any such holding company actually recovers under that policy; and
- (f) in the event of any breach of the Warranties, the amount of the Obligor’s liability by which in consequence of the relevant breach shall be the value of the Offeree Shares that falls short of the value they would have had if the relevant Warranty had been true and accurate and not misleading.

5.5 The Offeror represents and warrants to the Obligor that each of the representations and warranties set out in Schedule 3 is true, accurate and not misleading as at the date of this Undertaking, and at all times during the period from the date of this Undertaking until the Effective Date (both dates inclusive) as if repeated on each day during such period and by reference to the facts and circumstances existing at all such times. For this purpose only, where in a representation or warranty there is an express or implied reference to the “date of this Undertaking”, that reference is to be construed as a reference to each date during the period from the date of this Undertaking until the Effective Date (both dates inclusive).

## 6. **VOTING RIGHTS AND PREJUDICIAL ACTION**

6.1 The Obligor hereby irrevocably undertakes that:

- (a) he shall not exercise any of the voting rights attached to the Offeree Shares other than in accordance with this Undertaking;
- (b) he shall exercise (or procure the exercise of) the voting rights attached to the Offeree Shares on any resolution which would assist implementation of the Scheme in accordance with the Offeror’s reasonable instructions; and
- (c) he shall not make any offer to acquire the whole or any part of the issued share capital of the Company nor permit any company in which he, directly or indirectly, has any interest to make such an offer.

## **7. CONSENTS**

### **7.1 The Obligor agrees to:**

- (a) the issue of the Announcement, the Scheme Document and any other announcement in connection with the Proposal with the references to the Obligor and to details of this Undertaking;
- (b) details of this Undertaking being set out in any other announcement in respect of the Scheme and in the Scheme Document; and
- (c) this Undertaking being available for inspection during the offer period.

### **7.2 Each Party shall use commercially reasonable endeavours to give the other Parties all information and assistance as such Parties may reasonably require in order to comply with the requirements of the Takeovers Code, the GEM Listing Rules and all Applicable Laws in relation to the Proposal, the Scheme and the Option Offer such Parties are subject.**

## **8. PROTECTIVE COVENANTS**

### **8.1 The Obligor undertakes to the Offeror that he shall not, and shall procure that his Affiliates shall not, directly or indirectly, during the Restricted Period:**

- (a) be concerned in any business which is of the same or substantially similar type as the Restricted Business within the Restricted Area (or any part of it) and which is or will be competitive with the Restricted Business in the Restricted Area (or any part of it); or
- (b) induce or attempt to induce any existing or potential employees of the Group as at the relevant time to leave the employment of or terminate his services with a member of the Group, or enter into any employment or services agreement with the Obligor or any of his Affiliates.

### **8.2 For the purpose of this Clause 8.2, a person shall be deemed to be concerned in a business if it carries on or engages in such business (whether as a principal or agent) or if it has any direct or indirect financial interest in such business (whether as a shareholder or lender or consultant to any person who carries on or is engaged in the business).**

### **8.3 Each of the restrictions in each paragraph above in this Clause 8.3 shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid.**

### **8.4 Each Party acknowledges that the above provisions of this Clause 8.4 are no more extensive than is reasonable and necessary to protect the interests of the members of the Group, but if any restriction is held to be void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion or modification as may be necessary to make it valid and enforceable.**

### **8.5 For the purposes of this Clause 8.5:**

- (a) “**Restricted Area**” means Singapore (or if such country is held to be unenforceable, in each smaller district in which the Restricted Business is carried on at the relevant times, or if such smaller districts are held to be unenforceable, in such smaller area as may need to be applied in accordance with law in order to be enforceable);
- (b) “**Restricted Business**” means any business that competes or is likely to complete, directly or indirectly, with the business of the Group as at and during the 12 months prior to the date of this Undertaking, and any new businesses or developments to the Business which are, as at the date of this Undertaking, proposed to be carried out or implemented by any member of the Group; and
- (c) “**Restricted Period**” means the period commencing from the Effective Date and until the date which is three years after the Effective Date (or if such three year period is held to be unenforceable, for a period of two years, or if such two year period is held to be unenforceable, for a period of eighteen months, or if such eighteen months period is held to be unenforceable, for a period of one year, or such shorter period as may need to be applied in accordance with law in order to be enforceable).

## 9. INDEMNITY

- 9.1 Without prejudice to the rights of the Offeror to claim damages for breach of any Warranty, the Obligor hereby undertakes to, on demand indemnify (and keep indemnified and hold harmless) the Offeror, MRI Software LLC and, after the Effective Date, the Group (each an “**Indemnitee**”) against any and all Losses (including, but not limited to, all such losses, liabilities, costs, charges, or expenses suffered or incurred (reasonably and properly) in disputing, defending, investigating or providing evidence in connection with establishing its right to be indemnified pursuant to Clause 9) suffered, incurred or sustained by an Indemnitee arising out of or in connection with (i) any breach of the Warranties contained in Section 12 (*Taxation*) of Schedule 2, (ii) any Tax liability of the Company or any of its subsidiaries accrued prior to and as at the Effective Date and (iii) any related interest, penalty, surcharge or fine, costs, additions to Tax and charges arising in connection with the matters set out in (i) and (ii) above. The liability of the Obligor in respect of the Warranties shall be limited in the circumstances and to the extent set out in Clause 5.4.
- 9.2 MRI Software LLC and, after the Effective Date, the Group are hereby made third party beneficiaries of the rights granted to the Offeror by this Clause 9 and shall be entitled to enforce this Clause 9.

## 10. CONFIDENTIAL INFORMATION

The Obligor and the Offeror undertake to each other to keep confidential (save for any disclosure as required by the Takeovers Code, the GEM Listing Rules or any Applicable Law) (i) matters referred to in this Undertaking; and (ii) all information they have acquired about each other and agree to use the information only for the purposes contemplated by the Proposal.

## 11. TERMINATION

11.1 This Undertaking shall terminate immediately:

- (a) if the Proposal, the Scheme and the Option Offer are otherwise not implemented by the Long Stop Date (as defined in the Announcement); or
- (b) if the Scheme is not approved by the requisite majority of the Shareholders at the Court Meeting; or
- (c) if at the Court Hearing, the General Division of the High Court of the Singapore does not sanction the Scheme; or
- (d) if the Scheme otherwise lapses or is withdrawn in circumstances permitted under the Takeovers Code,

whichever is the earlier.

11.2 In the event of the termination of this Undertaking in accordance with its terms, this Undertaking shall terminate in all respects with immediate effect, and no Party shall have any claim under this Undertaking against any other Party, save that:

- (a) the provisions of Clauses 1 and 9 to 19 shall continue to apply in full force and effect thereafter; and
- (b) such termination shall be without prejudice to a Party's accrued rights and remedies, obligations and liabilities under this Undertaking as at the date of such termination.

## 12. NOTICES

12.1 A Notice under or in connection with this Undertaking shall be:

- (a) in writing and in English; and
- (b) delivered personally, sent by email or sent by courier to the Party due to receive the Notice at the email address or address referred to in Clause 12.2 or such other email address or address as a Party may specify by notice in writing to the other Parties received before the Notice was despatched.

12.2 For the purposes of Clause 12, a Notice shall be sent to the addresses or email addresses and for the attention of those persons set out below:

- (a) in the case of the Obligor:

Address: 3 Fusionopolis Way #14-21 Symbiosis, Singapore 138633  
Email: pohkam@nus.edu.sg and wongpohkam@gmail.com  
Attention: Wong Poh Kam

- (b) in the case of the Offeror:

Address: 28925 Fountain Pkwy, Solon, Ohio 44139 USA  
Email: hal.gunder@mrisoftware.com  
Attention: Hal Gunder

or to such other address or email address as the relevant Party may have notified to the other by not less than seven (7) days' written notice to the other Party before the Notice was despatched.

12.3 Unless there is evidence that it was received earlier, a Notice is deemed given if:

- (a) delivered personally, when left at the address referred to in Clause 12.2;
- (b) sent by courier, two (2) Business Days after posting it; or
- (c) sent by email, at the time the email enters into and is accepted by the electronic mail server of the recipient.

### 13. **OTHER**

13.1 Any date, time or period referred to in this Undertaking shall be of the essence except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

13.2 The Obligor has been given a realistic opportunity to consider whether or not it should give this Undertaking and has received independent advice about the nature of this Undertaking.

13.3 The ejusdem generis principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.

13.4 Except for the third party beneficiary rights expressly provided to MRI Software LLC and, after the Effective Date, the Group under Clause 9.2, the Parties do not intend that any term of this Undertaking shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), by any person who is not a party to this Undertaking.

### 14. **COSTS**

The costs of the Offeror and the Obligor in relation to the negotiation, preparation, execution and performance by them of this Undertaking will be borne by themselves, respectively.

### 15. **ENTIRE AGREEMENT**

This Undertaking and the exclusivity letter entered into between the Offeror and the Obligor on 7 August 2024 (as may be extended from time to time) constitute the entire agreement and supersede any previous agreements (if any) between the Parties relating to the subject matter of this Undertaking.

16. **VARIATION**

A variation of this Undertaking is only valid if it is in writing and signed by or on behalf of each Party.

17. **FURTHER ASSURANCE**

The Obligor agrees to take all such action or procure that all such action is taken as is reasonable in order to implement the terms of this Undertaking or any transaction, matter or thing contemplated by this Undertaking.

18. **COUNTERPARTS**

This Undertaking may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same instrument.

19. **GOVERNING LAW AND JURISDICTION**

19.1 This Undertaking is governed by and construed in accordance with the laws of Hong Kong for the time being in force.

19.2 Any dispute, controversy, or claim arising out of or relating to this Undertaking (including any question regarding its existence, validity or termination, or the interpretation or enforcement of any provision hereof) that cannot be amicably settled shall be referred to and finally resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference into this Clause and as may be amended by the rest of this Clause.

19.3 The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules.

19.4 The seat of the arbitration shall be Hong Kong.

19.5 The language of the arbitration proceedings shall be English.

**APPENDIX A**  
**ANNOUNCEMENT**

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*

*This announcement appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for securities of the Offeror or the Company nor is it a solicitation of any vote or approval in any jurisdiction.*

*This announcement is not for release, publication or distribution, in whole or in part, in, into or from any jurisdiction where to do so would constitute a violation of the applicable laws or regulations of such jurisdiction.*

**Management Reports  
International Pte Ltd**

*(Incorporated in the Republic of Singapore  
with limited liability)*



**Anacle Systems Limited**

安科系統有限公司\*  
*(Incorporated in the Republic of Singapore  
with limited liability)*  
**(Stock Code: 8353)**

**JOINT ANNOUNCEMENT**

**(1) PROPOSED TAKE PRIVATE OF ANACLE SYSTEMS LIMITED  
BY MANAGEMENT REPORTS INTERNATIONAL PTE LTD  
BY WAY OF A SCHEME OF ARRANGEMENT  
UNDER SECTION 210 OF THE COMPANIES ACT**

**(2) IRREVOCABLE UNDERTAKINGS**

**(3) PROPOSED WITHDRAWAL OF LISTING OF  
ANACLE SYSTEMS LIMITED**

**(4) ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE**

**(5) APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER**

**AND**

**(6) RESUMPTION OF TRADING IN THE SHARES**

**Financial Adviser to the Offeror**



**Independent Financial Adviser to the Independent Board Committee**

**ALTUS CAPITAL LIMITED**

## INTRODUCTION

On 13 August 2024, the Company published the R3.7 Announcement in relation to, among other things, the Proposal.

On [3] March 2025, the Offeror requested the Board to put forward the Proposal to the Scheme Shareholders and the Optionholders for:

- (a) the proposed take private of the Company through the proposed acquisition by the Offeror of all the Scheme Shares by way of the Scheme in accordance with Section 210 of the Companies Act; and
- (b) the making of the Option Offer, which will be conditional upon the Scheme becoming effective in accordance with its terms, pursuant to Rule 13 of the Takeovers Code.

Upon the Scheme becoming effective, the Offeror will directly hold 100% of the Shares, and the listing of the Shares will be withdrawn from GEM of the Stock Exchange.

## TERMS OF THE PROPOSAL

The Scheme is proposed to be effected in accordance with the Companies Act. Under the Scheme, following the Scheme becoming effective in accordance with its terms, all of the Scheme Shares held by the Scheme Shareholders will be transferred to the Offeror:

- (a) fully paid;
- (b) free from any liens, mortgages, charges, encumbrances, security interests, hypothecations, powers of sale, rights to acquire, options, restrictions, rights of first refusal, easements, pledges, title retention, trust arrangement, hire purchase, judgment, preferential right, rights of pre-emption and other third-party rights and security interests or an agreement, arrangement or obligation to create any of the foregoing; and
- (c) together with all rights, benefits and entitlements as at the date of this announcement and thereafter attaching thereto, including the right to receive and retain all rights and distributions (if any) declared, paid or made by the Company on or after the date of this announcement.

Scheme Consideration.....HK\$1.10 per Scheme Share

**The Offeror will not increase the Scheme Consideration and does not reserve the right to do so. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Scheme Consideration.**

The Scheme Consideration of HK\$1.10 per Scheme Share represents:

- (a) a premium of approximately 175.00% over the closing price of HK\$0.40 per Share as quoted on the Stock Exchange on 8 August 2024, being the Undisturbed Date;
- (b) a premium of approximately 69.23% over the closing price of HK\$0.65 per Share as

quoted on the Stock Exchange on 9 August 2024, being the last trading day prior to the date of the R3.7 Announcement;

- (c) a premium of approximately 37.5% over the closing price of HK\$0.80 per Share as quoted on the Stock Exchange on 28 February 2025, being the Last Trading Date;
- (d) a premium of approximately 330.70% over to the Group's net asset value attributable to the Shareholders of approximately HK\$0.2554 per Share pursuant to the latest audited consolidated financial statements of the Company as at 31 May 2024, calculated based on the audited consolidated equity attributable to owners of the Company of S\$17,959,738 (based on the exchange rate of HK\$1:S\$0.1728, being the exchange rate published by the Monetary Authority of Singapore on its website as at 31 May 2024 for illustrative purposes) as at 31 May 2024 and the Shares in issue as at the date of this announcement;
- (e) a premium of approximately 321.62% over to the Group's net asset value attributable to the Shareholders of approximately HK\$0.2609 per Share pursuant to the latest unaudited consolidated financial statements of the Company as at 30 November 2024, calculated based on the unaudited consolidated equity attributable to owners of the Company of S\$18,271,587 (based on the exchange rate of HK\$1:S\$0.1721, being the exchange rate published by the Monetary Authority of Singapore on its website as at 29 November 2024 for illustrative purposes) as at 30 November 2024 and the Shares in issue as at the date of this announcement;
- (f) a premium of approximately [●]% over to the Group's net asset value attributable to the Shareholders of approximately HK\$[●] per Share pursuant to the latest audited consolidated financial statements of the Company as at 31 May 2024, calculated based on the audited consolidated equity attributable to owners of the Company of S\$17,959,738 (based on the exchange rate of HK\$1:S\$[●], being the exchange rate published by the Monetary Authority of Singapore on its website as at the date of this announcement for illustrative purposes) as at the date of this announcement and the Shares in issue as at the date of this announcement; and
- (g) a premium of approximately [●]% over to the Group's net asset value attributable to the Shareholders of approximately HK\$[●] per Share pursuant to the latest unaudited consolidated financial statements of the Company as at 30 November 2024, calculated based on the unaudited consolidated equity attributable to owners of the Company of S\$18,271,587 (based on the exchange rate of HK\$1:S\$[●], being the exchange rate published by the Monetary Authority of Singapore on its website as at the date of this announcement for illustrative purposes) as at the date of this announcement and the Shares in issue as at the date of this announcement.

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### **The Option Offer**

As at the date of this announcement, the Company has 39,915,849 Share Options outstanding entitling the Optionholders to subscribe for 39,915,849 new Shares. Among the outstanding Share Options, (i) Mr. Lau is interested in 10,000,000 outstanding Share Options (representing approximately 2.46% of the total number of Shares in issue as at the date of this announcement); (ii) Mr. Lau is deemed to be interested in 5,000,000 Share Options granted to Ms. Ng (representing approximately 1.23% of the total number of Shares in issue as at the date of this announcement); (iii) Mr. Ong is interested in 6,000,000 outstanding

Share Options (representing approximately 1.47% of the total number of Shares in issue as at the date of this announcement); and (iv) the remaining 18,915,849 Share Options are held by other Disinterested Shareholders. Each of Mr. Lau and Mr. Ong has irrevocably undertaken to accept or procure the acceptance of the Option Offer in respect of the Share Options in which Mr. Lau and/or Mr. Ong (as the case may be) is, directly or indirectly, interested.

In consideration for the cancellation of the Share Options, a cash offer at the Option Offer Price of HK\$0.844 per Share Option will be made. The Option Offer Price at which the Option Offer will be made represents the “see-through” price, being the Scheme Consideration minus the exercise price of the Share Options (being HK\$0.256).

The Option Offer will be conditional upon the Scheme becoming effective in accordance with its terms. Following acceptance of the Option Offer and subject to the satisfaction of the above condition, all the relevant Share Options (together with all rights attaching to the Share Options) will be cancelled and renounced. The Option Offer Price will be paid in full within seven (7) Business Days after the Effective Date.

It is noted that in accordance with the terms and conditions of the Share Option Scheme, if a general offer by way of scheme of arrangement is made to all the Shareholders and approved by the requisite majorities at the relevant meetings of the Shareholders, the Company shall give notice thereof to the Optionholders and the Optionholders shall be entitled to exercise the Share Options in full (to the extent not already exercised) or to the extent as notified by the Company at any time within such period as shall be notified by the Company (the “**Exercise Period**”). A Share Option shall automatically lapse and not be exercisable upon the expiry of the Exercise Period. The Company has resolved that the Exercise Period shall run from the date on which the Scheme is approved at the Court Meeting to the Scheme Record Date. In the event that an Optionholder exercises any outstanding Share Options within the Exercise Period, such Shares shall form part of the Scheme Shares and be transferred to the Offeror upon the Scheme becoming effective. Any Share Options that remained outstanding and not exercised will lapse at the expiry of the Exercise Period.

**NOTICE TO OPTIONHOLDERS: If you do not either: (i) exercise your Share Options during the Exercise Period; or (ii) accept the Option Offer before the Scheme Record Date, then your Share Options will automatically and immediately lapse after the Scheme Record Date.**

If, after the date of this announcement, any dividend and/or other distribution and/or other return of capital is announced, declared or paid in respect of the Shares, the Offeror reserves the right to reduce the Scheme Consideration by all or any part of the amount or value of such dividend, distribution and/or, as the case may be, return of capital after consultation with the Executive, in which case any reference in this announcement, the Scheme Document or any other announcement or document to the Scheme Consideration will be deemed to be a reference to the Scheme Consideration as so reduced (and the Option Offer Price shall be reduced accordingly).

#### **CONFIRMATION OF FINANCIAL RESOURCES**

Assuming that (i) all of the outstanding Share Options (apart from the Share Options in which Mr. Lau and Mr. Ong are, directly or indirectly, interested) will be exercised on or before

the Scheme Record Date and all the Optionholders of such Share Options become Scheme Shareholders on or before the Scheme Record Date; (ii) the Share Options in which Mr. Lau and Mr. Ong are, directly or indirectly, interested will not be exercised as undertaken under the Management Irrevocable Undertakings and Mr. Lau, Ms. Ng and Mr. Ong will be entitled to the “see-through” price under the Option Offer; and (iii) no new Shares will be issued and no new Share Options will be granted on or before the Scheme Record Date, the Proposal will involve the acquisition of 425,891,977 Scheme Shares in consideration for the payment by the Offeror of the Scheme Consideration for each Scheme Share and the cancellation of the Share Options in which Mr. Lau and Mr. Ong are, directly or indirectly, interested at the “see-through” price under the Option Offer. Therefore, the maximum amount of cash consideration payable under the Proposal would be approximately HK\$486,205,174.70.

The Offeror intends to finance the cash requirement for the Proposal from external debt financing.

Somerley, as the financial adviser to the Offeror in connection with the Proposal, is satisfied that sufficient financial resources are available to the Offeror for discharging its payment obligations in respect of the cash consideration payable under the Proposal.

### **MANAGEMENT IRREVOCABLE UNDERTAKINGS**

On [3] March 2025, each of the Management Shareholders has given an irrevocable undertaking to the Offeror, pursuant to which each of the Management Shareholders has irrevocably undertaken, *inter alia*:

- (a) subject to Applicable Laws (including the Takeovers Code), (i) to vote all of his Shares in favour of any resolutions proposed at the Court Meeting that are necessary for the Scheme to become effective; and (ii) (solely with respect to Mr. Lau and Mr. Ong) not to exercise any Share Options in which he is, directly or indirectly, interested and to accept or procure the acceptance of the Option Offer in respect of all of the Share Options in which he is, directly or indirectly, interested; and
- (b) not to: (i) dispose of any interest in any Shares held by him; or (ii) make any offer to acquire any Shares of the Company or permit any company in which he, directly or indirectly, has any interest to make such an offer.

The Management Irrevocable Undertakings will be terminated (i) if the Proposal, the Scheme and the Option Offer are otherwise not implemented by the Long Stop Date, (ii) if the Scheme is not approved at the Court Meeting, (iii) if the Scheme is not sanctioned by the Court, or (iv) if the Scheme otherwise lapses or is withdrawn in circumstances permitted under the Takeovers Code, whichever is earlier.

### **INDEPENDENT BOARD COMMITTEE**

The Independent Board Committee, comprising (i) Mr. Lee Suan Hiang and Dr. Chong Yoke Sin (each being a non-executive Director) and (ii) Mr. Alwi Bin Abdul Hafiz, Mr. Mok Wai Seng and Mr. Chua Leong Chuan Jeffrey (being all of the independent non-executive Directors), has been established by the Board to make recommendations, after taking into account the advice and recommendation from the Independent Financial Adviser (x) to the Disinterested Shareholders as to whether the Proposal and the Scheme are, or are not, fair and reasonable and as to voting at the Court Meeting (y) to the Optionholders as to whether

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the Option Offer is, or is not, fair and reasonable and whether to accept or reject the Option Offer.

Taking into account that Prof. Wong, a non-executive Director, has given the Management Irrevocable Undertaking to the Offeror, Prof. Wong is not considered as independent for the purpose of giving advice or recommendations to the Disinterested Shareholders and the Optionholders. Accordingly, Prof. Wong is not a member of the Independent Board Committee.

### **INDEPENDENT FINANCIAL ADVISER**

The Board, with the approval of the Independent Board Committee, has appointed Altus Capital Limited as the Independent Financial Adviser to advise the Independent Board Committee in connection with the Proposal, the Scheme and the Option Offer pursuant to Rule 2.1 of the Takeovers Code.

### **WITHDRAWAL OF LISTING OF THE SHARES FROM GEM OF THE STOCK EXCHANGE**

Upon the Scheme becoming effective in accordance with its terms, all of the Shares will be owned by the Offeror. The Company will make an application to the Stock Exchange for the withdrawal of the listing of the Shares from GEM of the Stock Exchange in accordance with Rule 9.23 of the GEM Listing Rules immediately following the Scheme becoming effective.

The Shareholders will be notified by way of an announcement of the exact dates of the last day for dealing in the Shares on GEM of the Stock Exchange and the day on which the Scheme and the withdrawal of the listing of the Shares from GEM of the Stock Exchange will become effective. A detailed timetable of the implementation of the Proposal will be included in the Scheme Document, which will also contain, among other things, further details of the Scheme.

### **DESPATCH OF THE SCHEME DOCUMENT**

The Scheme Document containing, among other things: (i) further details of the Proposal, the Scheme and the Option Offer; (ii) the expected timetable in relation to the Proposal, the Scheme and the Option Offer; (iii) an explanatory memorandum as required under the Companies Act; (iv) information regarding the Company; (v) recommendations from the Independent Board Committee with respect to the Proposal, the Scheme and the Option Offer, and the letter of advice from the Independent Financial Adviser; and (vi) a notice of the Court Meeting, together with form of proxy in relation thereto, will be despatched to the Shareholders as soon as practicable and in compliance with the requirements of the Takeovers Code, the Companies Act, the Court and other Applicable Laws.

### **TRADING HALT AND RESUMPTION**

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from [9:00] a.m. on [3] March 2025 pending the release of this announcement.

An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from [9:00] a.m. on [4] March 2025.

## **WARNINGS**

**Shareholders, Optionholders and potential investors should be aware that the implementation of the Proposal and the Scheme is subject to the Conditions being fulfilled or waived, as applicable, and the Option Offer is conditional on the Scheme becoming effective, and therefore the Proposal may or may not be implemented, the Scheme may or may not become effective, and the Option Offer may or may not be implemented. Shareholders, Optionholders and potential investors should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.**

*This announcement is not intended to, and does not, constitute or form part of any offer to sell or subscribe for or an invitation to purchase or subscribe for any securities or the solicitation of any vote, approval or acceptance in any jurisdiction pursuant to the Proposal, the Scheme or the Option Offer or otherwise, nor shall there be any sale, issuance or transfer of securities of the Company in any jurisdiction in contravention of Applicable Laws. The Proposal, the Scheme and the Option Offer will be made solely through the Scheme Document, which will contain the full terms and conditions of the Proposal, the Scheme and the Option Offer, including details of how to vote on the Proposal and whether to accept or reject the Option Offer. Any approval, acceptance, rejection or other response to the Proposal, the Scheme and the Option Offer should be made only on the basis of information in the Scheme Document.*

*The availability of the Proposal, the Scheme and the Option Offer to persons who are not resident in Hong Kong may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not so resident in Hong Kong should inform themselves about, and observe, any applicable legal or regulatory requirements of their jurisdictions. Further details in relation to overseas shareholders will be contained in the Scheme Document.*

## **NOTICE TO U.S. INVESTORS**

*The Proposal is being made to acquire the securities of a company incorporated in Singapore by means of a scheme of arrangement provided for under the laws of Singapore and is subject to Hong Kong disclosure requirements which are different from those of the United States.*

*A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules of the U.S. Securities Exchange Act of 1934, as amended. Accordingly, the Proposal is subject to the disclosure requirements and practices applicable in Singapore and Hong Kong to schemes of arrangement which differ from the disclosure and procedural requirements applicable under the U.S. federal securities laws.*

*The receipt of cash pursuant to the Scheme by a U.S. Scheme Shareholder as consideration for the acquisition of his/her/its Scheme Shares pursuant to the Scheme or by a U.S. Optionholder as consideration for the cancellation of his/her Share Options pursuant to the Option Offer may be a taxable transaction for U.S. federal income tax purposes and under applicable U.S. state and local, as well as foreign and other tax laws. Each Scheme Shareholder or Optionholder is urged to consult his/her/its independent professional adviser immediately regarding the tax consequences of the Proposal applicable to him/her/it.*

*It may be difficult for U.S. Scheme Shareholders and Optionholders to enforce their rights and claims arising out of the U.S. federal securities laws, since the Offeror and the Company are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. U.S. Scheme Shareholders or Optionholders may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for violations of the U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgement.*

## 1. INTRODUCTION

On 13 August 2024, the Company published the R3.7 Announcement in relation to, among other things, the Proposal. SFC 5<sup>st</sup>  
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On [3] March 2025, the Offeror requested the Board to put forward the Proposal to the Scheme Shareholders and the Optionholders for:

- (a) the proposed take private of the Company through the proposed acquisition by the Offeror of all the Scheme Shares by way of the Scheme in accordance with Section 210 of the Companies Act; and
- (b) the making of the Option Offer, which will be conditional upon the Scheme becoming effective in accordance with its terms, pursuant to Rule 13 of the Takeovers Code.

Upon the Scheme becoming effective, the Offeror will directly hold 100% of the Shares, and the listing of the Shares will be withdrawn from GEM of the Stock Exchange.

## 2. TERMS OF THE PROPOSAL

### THE SCHEME

R3.5(a)

The Scheme is proposed to be effected in accordance with the Companies Act. Under the Scheme, following the Scheme becoming effective in accordance with its terms, all of the Scheme Shares held by the Scheme Shareholders will be transferred to the Offeror:

- (a) fully paid;
- (b) free from any liens, mortgages, charges, encumbrances, security interests, hypothecations, powers of sale, rights to acquire, options, restrictions, rights of first refusal, easements, pledges, title retention, trust arrangement, hire purchase, judgment, preferential right, rights of pre-emption and other third-party rights and security interests or an agreement, arrangement or obligation to create any of the foregoing; and
- (c) together with all rights, benefits and entitlements as at the date of this announcement and thereafter attaching thereto, including the right to receive and retain all rights and distributions (if any) declared, paid or made by the Company on or after the date of this announcement.

Scheme Consideration.....HK\$1.10 per Scheme Share

**The Offeror will not increase the Scheme Consideration and does not reserve the right to do so. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Scheme Consideration.**

The Scheme Consideration of HK\$1.10 per Scheme Share represents:

- (a) a premium of approximately 175.00% over the closing price of HK\$0.40 per Share as quoted on the Stock Exchange on 8 August 2024, being the Undisturbed Date;
- (b) a premium of approximately 69.23% over the closing price of HK\$0.65 per Share as quoted on the Stock Exchange on 9 August 2024, being the last trading day prior to the date of the R3.7 Announcement;
- (c) a premium of approximately 182.05% over the average closing price of approximately HK\$0.39 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the five (5) trading days up to and including the Undisturbed Date;
- (d) a premium of approximately 197.30% over the average closing price of approximately HK\$0.37 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the ten (10) trading days up to and including the Undisturbed Date;
- (e) a premium of approximately 205.56% over the average closing price of approximately HK\$0.36 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the thirty (30) trading days up to and including the Undisturbed Date;
- (f) a premium of approximately 205.56% over the average closing price of approximately HK\$0.36 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the sixty (60) trading days up to and including the Undisturbed Date;
- (g) a premium of approximately 37.5% over the closing price of HK\$0.80 per Share as quoted on the Stock Exchange on 28 February 2025, being the Last Trading Date;
- (h) a premium of approximately 61.76% over the average closing price of approximately HK\$0.68 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the five (5) trading days up to and including the Last Trading Date;
- (i) a premium of approximately 59.42% over the average closing price of approximately HK\$0.69 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the ten (10) trading days up to and including the Last Trading Date;
- (j) a premium of approximately 69.23% over the average closing price of approximately HK\$0.65 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the thirty (30) trading days up to and including the Last Trading Date;
- (k) a premium of approximately 80.33% over the average closing price of approximately HK\$0.61 per Share based on the daily closing prices of the Shares as quoted on the Stock Exchange for the sixty (60) trading days up to and including the Last Trading Date;

- (l) a premium of approximately 330.70% over to the Group's net asset value attributable to the Shareholders of approximately HK\$0.2554 per Share pursuant to the latest audited consolidated financial statements of the Company as at 31 May 2024, calculated based on the audited consolidated equity attributable to owners of the Company of S\$17,959,738 (based on the exchange rate of HK\$1:S\$0.1728, being the exchange rate published by the Monetary Authority of Singapore on its website as at 31 May 2024 for illustrative purposes) as at 31 May 2024 and the Shares in issue as at the date of this announcement;
- (m) a premium of approximately 321.62% over to the Group's net asset value attributable to the Shareholders of approximately HK\$0.2609 per Share pursuant to the latest unaudited consolidated financial statements of the Company as at 30 November 2024, calculated based on the unaudited consolidated equity attributable to owners of the Company of S\$18,271,587 (based on the exchange rate of HK\$1:S\$0.1721, being the exchange rate published by the Monetary Authority of Singapore on its website as at 29 November 2024 for illustrative purposes) as at 30 November 2024 and the Shares in issue as at the date of this announcement;
- (n) a premium of approximately [●]% over to the Group's net asset value attributable to the Shareholders of approximately HK\$[●] per Share pursuant to the latest audited consolidated financial statements of the Company as at 31 May 2024, calculated based on the audited consolidated equity attributable to owners of the Company of S\$17,959,738 (based on the exchange rate of HK\$1:S\$[●], being the exchange rate published by the Monetary Authority of Singapore on its website as at the date of this announcement for illustrative purposes) as at the date of this announcement and the Shares in issue as at the date of this announcement; and SFC 1<sup>st</sup> Q9
- (o) a premium of approximately [●]% over to the Group's net asset value attributable to the Shareholders of approximately HK\$[●] per Share pursuant to the latest unaudited consolidated financial statements of the Company as at 30 November 2024, calculated based on the unaudited consolidated equity attributable to owners of the Company of S\$18,271,587 (based on the exchange rate of HK\$1:S\$[●], being the exchange rate published by the Monetary Authority of Singapore on its website as at the date of this announcement for illustrative purposes) as at the date of this announcement and the Shares in issue as at the date of this announcement.

The Scheme Consideration has been determined on an arm's length commercial basis after taking into account, among other things, the prices of the Shares traded on the Stock Exchange and with reference to other privatisation transactions in Hong Kong in recent years.

### **Highest and lowest prices**

During the six-month period immediately preceding the date of the R3.7 Announcement and up to and including the Last Trading Date, the highest closing price of the Shares as quoted on the Stock Exchange was HK\$0.80 per Share on 28 February 2025, and the lowest closing price of the Shares as quoted on the Stock Exchange was

HK\$0.30 per Share on each of 27 February 2024 to 1 March 2024.

During the six-month period immediately up to and including the Undisturbed Date, the highest closing price of the Shares as quoted on the Stock Exchange was HK\$0.40 per Share on each of 27 March 2024, 28 March 2024, 2 April 2024 and 3 April 2024, and the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$0.30 per Share on each of 27 February 2024 to 1 March 2024.

## THE OPTION OFFER

For cancellation of each Share Option. . . . . HK\$0.844 in cash

As at the date of this announcement, the Company has 39,915,849 Share Options outstanding entitling the Optionholders to subscribe for 39,915,849 new Shares. Among the outstanding Share Options, (i) Mr. Lau is interested in 10,000,000 outstanding Share Options (representing approximately 2.46% of the total number of Shares in issue as at the date of this announcement); (ii) Mr. Lau is deemed to be interested in 5,000,000 Share Options granted to Ms. Ng (representing approximately 1.23% of the total number of Shares in issue as at the date of this announcement); (iii) Mr. Ong is interested in 6,000,000 outstanding Share Options (representing approximately 1.47% of the total number of Shares in issue as at the date of this announcement); and (iv) the remaining 18,915,849 Share Options are held by other Disinterested Shareholders. Each of Mr. Lau and Mr. Ong has irrevocably undertaken to accept or procure the acceptance of the Option Offer in respect of the Share Options in which Mr. Lau and/or Mr. Ong (as the case may be) is, directly or indirectly, interested.

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In consideration for the cancellation of the Share Options, a cash offer at the Option Offer Price of HK\$0.844 per Share Option will be made. The Option Offer Price at which the Option Offer will be made represents the “see-through” price, being the Scheme Consideration minus the exercise price of the Share Options (being HK\$0.256).

The Option Offer will be conditional upon the Scheme becoming effective in accordance with its terms. Following acceptance of the Option Offer and subject to the satisfaction of the above condition, all the relevant Share Options (together with all rights attaching to the Share Options) will be cancelled and renounced. The Option Offer Price will be paid in full within seven (7) Business Days after the Effective Date.

Further information on the Option Offer will be set out in a letter to the Optionholders, which will be despatched at or around the same time as the despatch of the Scheme Document.

It is noted that in accordance with the terms and conditions of the Share Option Scheme, if a general offer by way of scheme of arrangement is made to all the Shareholders and approved by the requisite majorities at the relevant meetings of the Shareholders, the Company shall give notice thereof to the Optionholders and the Optionholders shall be entitled to exercise the Share Options in full (to the extent not already exercised) or to the extent as notified by the Company at any time within such period as shall be notified by the Company (the “**Exercise Period**”). A Share Option shall automatically lapse and not be exercisable upon the expiry of the Exercise Period. The Company has resolved that the Exercise Period shall run from the date on which the Scheme is approved at the

Court Meeting to the Scheme Record Date. In the event that an Optionholder exercises any outstanding Share Options within the Exercise Period, such Shares shall form part of the Scheme Shares and be transferred to the Offeror upon the Scheme becoming effective. Any Share Options that remained outstanding and not exercised will lapse at the expiry of the Exercise Period.

**NOTICE TO OPTIONHOLDERS: If you do not either: (i) exercise your Share Options during the Exercise Period; or (ii) accept the Option Offer before the Scheme Record Date, then your Share Options will automatically and immediately lapse after the Scheme Record Date.**

If, after the date of this announcement, any dividend and/or other distribution and/or other return of capital is announced, declared or paid in respect of the Shares, the Offeror reserves the right to reduce the Scheme Consideration by all or any part of the amount or value of such dividend, distribution and/or, as the case may be, return of capital after consultation with the Executive, in which case any reference in this announcement, the Scheme Document or any other announcement or document to the Scheme Consideration will be deemed to be a reference to the Scheme Consideration as so reduced (and the Option Offer Price shall be reduced accordingly). As at the date of this announcement, the Company does not have outstanding dividends which have been declared but not yet paid. The Company has confirmed that it does not intend to announce, declare or pay any dividend, distribution or other return of capital before the Long Stop Date or the lapse, withdrawal or termination of the Scheme (whichever is earlier). As at the date of this announcement, the Company has no declared but unpaid dividends and/or other distribution and/or other return of capital.

### 3. CONDITIONS OF THE PROPOSAL

R3.5(e)

The Proposal and the Scheme are conditional upon the satisfaction (or, where applicable, the waiver) of the Conditions set out below:

- (a) the approval of the Scheme by a majority in number of the Shareholders representing not less than three-fourths in value of the Shares held by the Shareholders present and voting either in person or by proxy at the Court Meeting;
- (b) the approval of the Scheme (by way of poll) by the Disinterested Shareholders holding at least 75% of the votes attaching to the Scheme Shares held by the Disinterested Shareholders that are voted either in person or by proxy at the Court Meeting, provided that the number of votes cast (by way of poll) by the Disinterested Shareholders present and voting either in person or by proxy at the Court Meeting against the resolution to approve the Scheme at the Court Meeting is not more than 10% of the votes attaching to all Scheme Shares held by all Disinterested Shareholders;
- (c) the grant of the Scheme Court Order and such Scheme Court Order having become final;
- (d) the lodgement of the Scheme Court Order with ACRA in accordance with Section 210(5) of the Companies Act;

- (e) all necessary authorisations, registrations, filings, rulings, consents, opinions, permissions and approvals in connection with the Proposal having been obtained from, given by or made with (as the case may be) the Authorities, in Singapore, Hong Kong and any other relevant jurisdictions;
- (f) all necessary consents which may be required for the implementation of the Proposal and the Scheme under any existing contractual obligations of the Company having been obtained or waived by the relevant party(ies), where any failure to obtain such consent or waiver would have a material adverse effect on the business of the Group;
- (g) all Applicable Laws having been complied with and no legal, regulatory or administrative requirement having been imposed by any Authority in any jurisdiction which is not expressly provided for, or is in addition to the legal, regulatory and administrative requirements which are expressly provided for, in Applicable Laws in connection with the Proposal or the Scheme;
- (h) no Authority in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry (or enacted, made or proposed, and there not continuing to be outstanding, any statute, regulation, demand or order) and no court of competent jurisdiction having issued any order, injunction, decree or ruling, in each case, which would make the Proposal or the Scheme void, unenforceable, illegal or impracticable (or which would impose any material and adverse conditions or obligations in connection with the Proposal or the Scheme);
- (i) save in connection with the implementation of the Proposal, the listing of the Shares on GEM of the Stock Exchange not having been withdrawn, and no indication having been received from the Executive and/or the Stock Exchange to the effect that the listing of the Shares on GEM of the Stock Exchange is or is likely to be withdrawn;
- (j) since the date of this announcement, there having been no adverse change in the business, assets, prospects, profits, losses, results of operations, financial position or condition of the Group (to an extent which is material in the context of the Group taken as a whole or in the context of the Proposal as reasonably determined by the Offeror with the consent of the Executive); and
- (k) no dividend or other distribution (whether in cash or in kind) having been declared, made or paid by the Company to the Shareholders between the date of this announcement and the Effective Date.

The Conditions in paragraphs (a) to (d) (inclusive) cannot be waived. The Offeror reserves the right to waive all or any of the Conditions in paragraphs (e) to (k) (inclusive) above in whole or in part. Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror may only invoke any or all of the Conditions as a basis for not proceeding with the Scheme if the circumstances which give rise to the right to invoke any such Condition are of material significance to the Offeror in the context of the Proposal. The Company has no right to waive any of the Conditions.

All of the Conditions must be fulfilled or waived, as applicable, on or before the Long

Stop Date, failing which the Proposal and the Scheme will lapse. As at the date of this announcement, no Condition has been fulfilled or waived, as applicable.

As at the date of this announcement and based on the information available to the Offeror and the Company, other than those specifically set out as the Conditions above (including the Conditions in paragraphs (c) and (d)), and the application for the withdrawal of the listing of the Shares from GEM of the Stock Exchange upon the Scheme becoming effective, each of the Offeror and the Company is not aware of any necessary authorisations, registrations, filings, rulings, consents, opinions, permissions and approvals required for the Proposal as set out in the Conditions in paragraphs (e) and (f) above not being obtained, and each of the Offeror and the Company is also not aware of any other circumstances which may result in any of the Conditions in paragraphs (g) to (k) (inclusive) above not being satisfied. In particular, as at the date of this announcement, the Company is not aware of any Authority in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry or any court of competent jurisdiction having issued any order, injunction, decree or ruling, as set out in the Condition in paragraph (h).

If the Conditions are satisfied or (where applicable) waived, the Scheme will be binding on all of the Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting.

The Option Offer will be conditional upon the Scheme becoming effective in accordance with its terms.

## **WARNINGS**

**Shareholders, Optionholders and potential investors should be aware that the implementation of the Proposal and the Scheme is subject to the Conditions being fulfilled or waived, as applicable, and the Option Offer is conditional on the Scheme becoming effective, and therefore the Proposal may or may not be implemented, the Scheme may or may not become effective, and the Option Offer may or may not be implemented. Shareholders, Optionholders and potential investors should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.**

## **4. CONFIRMATION OF FINANCIAL RESOURCES**

As at the date of this announcement, there are:

- (a) 406,976,128 Scheme Shares in issue; and
- (b) 39,915,849 outstanding Share Options.

Assuming that (i) all of the outstanding Share Options (apart from the Share Options in which Mr. Lau and Mr. Ong are, directly or indirectly, interested) will be exercised on or before the Scheme Record Date and all the Optionholders of such Share Options become Scheme Shareholders on or before the Scheme Record Date; (ii) the Share Options in which Mr. Lau and Mr. Ong are, directly or indirectly, interested will not be exercised as undertaken under the Management Irrevocable Undertakings and Mr. Lau,

Ms. Ng and Mr. Ong will be entitled to the “see-through” price under the Option Offer; and (iii) no new Shares will be issued and no new Share Options will be granted on or before the Scheme Record Date, the Proposal will involve the acquisition of 425,891,977 Scheme Shares in consideration for the payment by the Offeror of the Scheme Consideration for each Scheme Share and the cancellation of the Share Options in which Mr. Lau and Mr. Ong are, directly or indirectly, interested at the “see-through” price under the Option Offer. Therefore, the maximum amount of cash consideration payable under the Proposal would be approximately HK\$486,205,174.70.

The Offeror intends to finance the cash requirement for the Proposal from external debt financing.

Somerley, as the financial adviser to the Offeror in connection with the Proposal, is satisfied that sufficient financial resources are available to the Offeror for discharging its payment obligations in respect of the cash consideration payable under the Proposal.

## **5. MANAGEMENT IRREVOCABLE UNDERTAKINGS**

On [3] March 2025, each of the Management Shareholders has given an irrevocable undertaking to the Offeror, pursuant to which each of the Management Shareholders has irrevocably undertaken, *inter alia*:

- (a) subject to Applicable Laws (including the Takeovers Code), (i) to vote all of his Shares in favour of any resolutions proposed at the Court Meeting that are necessary for the Scheme to become effective; and (ii) (solely with respect to Mr. Lau and Mr. Ong) not to exercise any Share Options in which he is, directly or indirectly, interested and to accept or procure the acceptance of the Option Offer in respect of all of the Share Options in which he is, directly or indirectly, interested; and
- (b) not to: (i) dispose of any interest in any Shares held by him; or (ii) make any offer to acquire any Shares of the Company or permit any company in which he, directly or indirectly, has any interest to make such an offer.

The Management Irrevocable Undertakings will be terminated (i) if the Proposal, the Scheme and the Option Offer are otherwise not implemented by the Long Stop Date, (ii) if the Scheme is not approved at the Court Meeting, (iii) if the Scheme is not sanctioned by the Court, or (iv) if the Scheme otherwise lapses or is withdrawn in circumstances permitted under the Takeovers Code, whichever is earlier.

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## **6. IMPLEMENTATION AGREEMENT**

On [3] March 2025, the Offeror and the Company entered into the Implementation Agreement, pursuant to which the parties have agreed to use all reasonable endeavours to do all such things within their power to implement the Proposal and cooperate to obtain all necessary authorisations, registrations, filings, rulings, consents, opinions, permissions and approvals required in connection with the Proposal.

Under the Implementation Agreement, the Company has undertaken to the Offeror to:

- (a) use all reasonable endeavours to implement the Proposal;

- (b) not to declare any dividends prior to the earlier of the Effective Date and termination of the Implementation Agreement;
- (c) procure that the Group carry on its business in the ordinary and usual course;
- (d) procure that, prior to the earlier of the Effective Date and termination of the Implementation Agreement, the Group shall not take certain actions, including (among other things):
  - (i) issuing any Shares;
  - (ii) entering into any merger or acquiring or disposing of any material assets; and
  - (iii) entering into certain material transaction with any shareholder and/or director of any member of the Group, which is either outside of the ordinary course of business or not on arm's length terms.

Nothing in the Implementation Agreement is intended to prevent or deprive: (i) the Shareholders and the Optionholders from having the opportunity to consider, or (ii) the Company from considering, in each case, any unsolicited alternative offers, proposals or transactions in respect of, or for, the issued ordinary share capital or assets or undertakings (whether the whole or a substantial part) of the Company or the Group from any person other than the Offeror.

The Implementation Agreement will be terminated (unless the Company and the Offeror otherwise agree in writing) on the earliest to occur of (i) this announcement failing to be published by the agreed date, (ii) the Proposal, the Scheme and the Option Offer not being implemented by the Long Stop Date, (iii) the Scheme not being approved at the Court Meeting, (iv) the Proposal otherwise lapsing or being withdrawn in circumstances permitted under the Takeovers Code, and (v) the Scheme not being sanctioned by the Court.

## 7. SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has 406,976,128 Shares in issue and 39,915,849 Share Options outstanding entitling the Optionholders to subscribe for 39,915,849 new Shares. Save for the aforementioned Shares and Share Options, the Company does not have any outstanding options, warrants, derivatives or convertible rights affecting the Shares.

The table below sets out the shareholding structure of the Company as at the date of this announcement and immediately following completion of the Proposal, assuming that (i) no further Shares will be issued on or before the Scheme Record Date; and (ii) there will be no other change in the shareholding of the Company before the Effective Date:

- (a) *Assuming none of the Share Options are exercised prior to the Scheme Record Date*

Shareholders <sup>(7)</sup>	As at the date of this	Immediately upon completion
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	announcement <sup>(6)</sup>		of the Proposal <sup>(6)</sup>	
	<i>Number of Shares</i>	<i>Number of Shares as a percentage of total number of Shares in issue (%)</i>	<i>Number of Shares</i>	<i>Number of Shares as a percentage of total number of Shares in issue (%)</i>
<b>Offeror and the Offeror Concert Parties<sup>(1)</sup></b>				
Offeror	—	—	406,976,128	100
<b>Disinterested Shareholders</b>				
Keppel Ltd. <sup>(2)</sup>	36,723,000	9.02	—	—
Mr. Lau <sup>(3)</sup>	45,572,000	11.20	—	—
Mr. Ong <sup>(4)</sup>	22,750,000	5.59	—	—
Prof. Wong <sup>(5)</sup>	22,993,900	5.65	—	—
Other Disinterested Shareholders	278,937,228	68.54	—	—
<b>Sub-total</b>	<b>406,976,128</b>	<b>100</b>	—	—
<b>Total</b>	<b>406,976,128</b>	<b>100</b>	<b>406,976,128</b>	<b>100</b>

*Notes:*

1. Somerley is the financial adviser to the Offeror in connection with the Proposal. Accordingly, Somerley and relevant members of the Somerley Group which hold Shares (if any) are presumed to be acting in concert with the Offeror in accordance with class (5) of the definition of “acting in concert” in the Takeovers Code (except in respect of Shares held by exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code and also excluding Shares held on behalf of non-discretionary investment clients of the Somerley Group). Details of holdings, borrowings or lendings of, and dealings in, Shares (or options, rights over Shares, warrants or derivatives in respect of them) held by or entered into by other parts of the Somerley Group (if any) will be obtained as soon as possible after the date of this announcement in accordance with Note 1 to Rule 3.5 of the Takeovers Code. A further announcement will be made by the Offeror if the holdings, borrowings, lendings, or dealings of the other parts of the Somerley Group (if any) are significant and in any event, such information will be disclosed in the Scheme Document. The statements in this announcement as to the holdings, borrowings or lendings of, or their dealings in, or voting of Shares (or rights, rights over Shares, warrants or derivatives in respect of them) by persons acting in concert with the Offeror are subject to the holdings, borrowings, lendings, or dealings (if any) of such members of the Somerley Group. Any dealings in Shares during the six months prior to the date of the R3.7 Announcement by the Somerley Group (if any) will be disclosed in the Scheme Document. SFC 5<sup>st</sup> Q4
2. As at the date of this announcement, Keppel Ltd. wholly owns Keppel Konnect Pte. Ltd., which in turn wholly owns Connectivity Pte. Ltd., which in turn owns M1 Limited as to approximately 80.69%, which in turn wholly owns M1 TeliNet Pte. Ltd.. Accordingly, Keppel Ltd. is deemed to be interested in the 20,259,000 Shares held by M1 TeliNet Pte. Ltd. by virtue of Part XV of the SFO. As at the date of this announcement, Keppel Ltd. wholly owns Kepventure Pte. Ltd., which in turn wholly owns Keppel Oil & Gas Pte. Ltd.. Accordingly, Keppel Ltd. is deemed to be interested in the 16,464,000 Shares held by Keppel Oil & Gas Pte. Ltd. by virtue of Part XV of the SFO. The single largest shareholder of Keppel Ltd. is Temasek Holdings (Private) Limited, which holds Keppel Ltd. as to approximately 21.001% as at 14 August 2024, based on SFC 5<sup>st</sup> Q5

publicly available information. Temasek Holdings (Private) Limited is solely owned by the Singapore Minister for Finance.

3. Mr. Lau is an executive Director. As at the date of this announcement, Mr. Lau is also interested in 10,000,000 outstanding Share Options. Mr. Lau is also deemed to be interested in 5,000,000 Share Options granted to Ms. Ng.
4. Mr. Ong is an executive Director. As at the date of this announcement, Mr. Ong is also interested in 6,000,000 outstanding Share Options.
5. Prof. Wong is a non-executive Director.
6. All percentages in the above table are approximations and rounded to the nearest 2 decimal places and the aggregate percentages may not add up due to rounding of the percentages to 2 decimal places.
7. Save as disclosed above, no other Director holds Shares or Share Options in the Company.

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(b) *Assuming all of the Share Options (apart from the Share Options in which Mr. Lau and Mr. Ong are, directly or indirectly, interested) are exercised as at the date of this announcement*

Shareholders <sup>(7)</sup>	As at the date of this announcement <sup>(5)</sup>		Immediately upon completion of the Proposal <sup>(5)</sup>	
	Number of Shares	Number of Shares as a percentage of total number of Shares in issue (%)	Number of Shares	Number of Shares as a percentage of total number of Shares in issue (%)
<b>Offeror and the Offeror Concert Parties<sup>(1)</sup></b>				
Offeror	—	—	425,891,977	100
<b>Disinterested Shareholders</b>				
Keppel Ltd. <sup>(2)</sup>	36,723,000	8.62	—	—
Mr. Lau <sup>(3)</sup>	45,572,000	10.70	—	—
Mr. Ong <sup>(4)</sup>	22,750,000	5.34	—	—
Prof. Wong <sup>(5)</sup>	22,993,900	5.40	—	—
Other Disinterested Shareholders	297,853,077	69.94	—	—
<b>Sub-total</b>	<b>425,891,977</b>	<b>100</b>	—	—
<b>Total</b>	<b>425,891,977</b>	<b>100</b>	<b>425,891,977</b>	<b>100</b>

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Notes:

1. Somerley is the financial adviser to the Offeror in connection with the Proposal. Accordingly, Somerley and relevant members of the Somerley Group which hold Shares (if any) are presumed to be acting in concert with the Offeror in accordance with class (5) of the definition of “acting in concert” in the Takeovers Code (except in respect of Shares held by exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code and also excluding Shares held on behalf of non-discretionary investment clients of the Somerley Group). Details of holdings, borrowings or lendings of, and dealings in,

Shares (or options, rights over Shares, warrants or derivatives in respect of them) held by or entered into by other parts of the Somerley Group (if any) will be obtained as soon as possible after the date of this announcement in accordance with Note 1 to Rule 3.5 of the Takeovers Code. A further announcement will be made by the Offeror if the holdings, borrowings, lendings, or dealings of the other parts of the Somerley Group (if any) are significant and in any event, such information will be disclosed in the Scheme Document. The statements in this announcement as to the holdings, borrowings or lendings of, or their dealings in, or voting of Shares (or rights, rights over Shares, warrants or derivatives in respect of them) by persons acting in concert with the Offeror are subject to the holdings, borrowings, lendings, or dealings (if any) of such members of the Somerley Group. Any dealings in Shares during the six months prior to the date of the R3.7 Announcement by the Somerley Group (if any) will be disclosed in the Scheme Document.

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2. As at the date of this announcement, Keppel Ltd. wholly owns Keppel Konnect Pte. Ltd., which in turn wholly owns Konnectivity Pte. Ltd., which in turn owns M1 Limited as to approximately 80.69%, which in turn wholly owns M1 TeliNet Pte. Ltd.. Accordingly, Keppel Ltd. is deemed to be interested in the 20,259,000 Shares held by M1 TeliNet Pte. Ltd. by virtue of Part XV of the SFO. As at the date of this announcement, Keppel Ltd. wholly owns Kepventure Pte. Ltd., which in turn wholly owns Keppel Oil & Gas Pte. Ltd.. Accordingly, Keppel Ltd. is deemed to be interested in the 16,464,000 Shares held by Keppel Oil & Gas Pte. Ltd. by virtue of Part XV of the SFO. The single largest shareholder of Keppel Ltd. is Temasek Holdings (Private) Limited, which holds Keppel Ltd. as to approximately 21.001% as at 14 August 2024, based on publicly available information. Temasek Holdings (Private) Limited is solely owned by the Singapore Minister for Finance.
3. Mr. Lau is an executive Director. As at the date of this announcement, Mr. Lau is also interested in 10,000,000 outstanding Share Options. Mr. Lau is also deemed to be interested in 5,000,000 Share Options granted to Ms. Ng.
4. Mr. Ong is an executive Director. As at the date of this announcement, Mr. Ong is also interested in 6,000,000 outstanding Share Options.
5. Prof. Wong is a non-executive Director.
6. All percentages in the above table are approximations and rounded to the nearest 2 decimal places and the aggregate percentages may not add up due to rounding of the percentages to 2 decimal places.
7. Save as disclosed above, no other Director holds Shares or Share Options in the Company.

SFC 5<sup>st</sup>  
Q5

SFC 1<sup>st</sup>  
Q11

## 8. INFORMATION ON THE GROUP

The Company is a company incorporated in Singapore with limited liability whose Shares have been listed on GEM of the Stock Exchange since 16 December 2016. The Group is principally engaged in offering (i) enterprise application software which is designed to assist commercial property and building owners in managing their real estate assets and facilities; and (ii) energy management system which is designed to assist commercial property and building owners in monitoring and managing their energy consumption.

Set out below is a summary of the unaudited consolidated financial information of the Group for the six months ended 30 November 2024, as extracted from the Company's interim report for the six months ended 30 November 2024 and the audited consolidated financial information of the Group for each of the two financial years ended 31 May 2024 and 31 May 2023, as extracted from the Company's annual report for the year ended 31 May 2024:

For the six months ended 30	For the year ended 31 May	For the year ended 31 May
--------------------------------	------------------------------	------------------------------

	November 2024	2024	2023
	S\$	S\$	S\$
Revenue	14,504,936	26,700,265	23,800,162
Profit (loss) before tax	90,285	703,446	489,865
Profit (loss) after tax	89,853	590,988	372,304

## 9. INFORMATION ON THE OFFEROR

### *Information on the Offeror*

R3.5(b)

The Offeror was incorporated on 2 October 1997 in Singapore, is a wholly-owned subsidiary of MRI and is principally engaged in the business of real estate software.

SFC 5<sup>st</sup>  
Q7

### *Information on MRI*

MRI is a global provider of real estate software applications and hosted solutions. MRI's purpose-built software helps address the unique operational challenges and financial accounting requirements facing commercial and residential property management operators, property sales and lettings agencies, real estate investment managers and facilities management companies.

MRI serves more than 45,000 organisations across 170 countries. Founded in 1971, MRI is headquartered in Cleveland, Ohio with additional offices across the United States, United Kingdom, Canada, Australia, Hong Kong, Singapore, India and South Africa, as well as an extensive partner channel.

MRI is held by TA Associates as to 43.21%, Harvest Partners as to 36.44%, GI Partners as to 16.32% and MRI's management team as to 4.03%.

SFC 5<sup>st</sup>  
Q8

### *Information on TA Associates*

TA Associates is a leading global private equity firm focused on scaling growth in profitable companies. Since 1968, TA Associates has invested in more than 560 companies across its five target industries – technology, healthcare, financial services, consumer and business services. Leveraging its deep industry expertise and strategic resources, TA Associates collaborates with management teams worldwide to help high-quality companies deliver lasting value. The firm has raised US\$65 billion in capital to date and has over 160 investment professionals across offices in Boston, Menlo Park, Austin, London, Mumbai and Hong Kong.

### *Information on GI Partners*

Founded in 2001, GI Partners is a private investment firm with over 180 employees and offices in San Francisco, New York, Dallas, Chicago, Greenwich, Scottsdale, and London. The firm has raised more than US\$44 billion and invests on behalf of leading institutional investors around the world through its private equity, real estate, and data infrastructure strategies. The real estate team focuses primarily on technology and life

sciences properties as well as other specialized types of real estate. The private equity team invests primarily in companies in the healthcare, services, and software sectors. The data infrastructure team invests primarily in hard asset infrastructure businesses underpinning the digital economy.

#### *Information on Harvest Partners*

Founded in 1981, Harvest Partners is an established private equity firm with over 40 years of experience investing in middle-market companies and partnering with high-quality management teams to build growing businesses. The firm's investment strategy focuses on acquiring companies in the business and industrial services, consumer, healthcare, industrials and software sectors. This strategy leverages Harvest Partners' multi-decade experience in financing organic and acquisition-oriented growth opportunities.

### **10. INTENTION OF THE OFFEROR WITH REGARD TO THE GROUP**

The Offeror intends to continue the existing principal businesses of the Group, with a plan to contribute operating resources to and work with the Company over the long-term to pursue a series of transformative and innovative initiatives. Upon implementation of the Scheme, the Offeror will conduct a review of the business operations of the Group in order to formulate a detailed plan and to implement the changes needed to sustain the long-term growth of the Group, but no major changes are expected to be introduced in the existing principal businesses of the Group in the immediate term, including major redeployment of the fixed assets of the Group. The Offeror and the Company also have no intention of making any significant changes to employees of the Group as a result of the implementation of the Proposal (other than in the ordinary course of business).

### **11. INDEPENDENT BOARD COMMITTEE**

The Independent Board Committee, comprising (i) Mr. Lee Suan Hiang and Dr. Chong Yoke Sin (each being a non-executive Director) and (ii) Mr. Alwi Bin Abdul Hafiz, Mr. Mok Wai Seng and Mr. Chua Leong Chuan Jeffrey (being all of the independent non-executive Directors), has been established by the Board to make recommendations, after taking into account the advice and recommendation from the Independent Financial Adviser (x) to the Disinterested Shareholders as to whether the Proposal and the Scheme are, or are not, fair and reasonable and as to voting at the Court Meeting (y) to the Optionholders as to whether the Option Offer is, or is not, fair and reasonable and whether to accept or reject the Option Offer.

SFC 1<sup>st</sup>  
Q5: 6

Taking into account that Prof. Wong, a non-executive Director, has given the Management Irrevocable Undertaking to the Offeror, Prof. Wong is not considered as independent for the purpose of giving advice or recommendations to the Disinterested Shareholders and the Optionholders. Accordingly, Prof. Wong is not a member of the Independent Board Committee.

### **12. INDEPENDENT FINANCIAL ADVISER**

The Board, with the approval of the Independent Board Committee, has appointed Altus Capital Limited as the Independent Financial Adviser to advise the Independent Board

Committee in connection with the Proposal, the Scheme and the Option Offer pursuant to Rule 2.1 of the Takeovers Code.

### **13. REASONS FOR AND BENEFITS OF THE PROPOSAL**

The Proposal gives Scheme Shareholders a unique opportunity to receive the Scheme Consideration for their low liquidity Shares at a remarkable premium over the current market price. The Scheme Consideration represents (i) a premium of approximately 266.67% over the lowest closing price of HK\$0.30 per Share as quoted on the Stock Exchange in the past one year up to and including the Last Trading Day and; (ii) a premium of approximately 37.50% over the highest closing price of HK\$0.80 per Share as quoted on the Stock Exchange in the past one year up to and including the Last Trading Day, with no trading days' closing price of the Shares as quoted on the Stock Exchange being above the Scheme Consideration. The average daily trading volume of the Shares for the 24-month period up to and including the Last Trading Day was approximately 165,097 Shares per day, representing only approximately 0.04% of the total number of issued Shares as at the Last Trading Day. Due to the thin trading volume of the Shares, the Scheme Shareholders who prefer to switch investment of their holding in Shares into securities of other companies with better prospects or higher share trading volume might not be able to do so without exerting adverse impact on the Share price in the absence of the Proposal.

The Offeror and the Board believe that the Company presents an outstanding platform from which to grow MRI's geographic reach to Asia-Pacific markets. The Company, with the support of MRI and its subsidiaries' array of services, resources and expertise in the global real estate software and services space, will be well equipped to further expand and develop its businesses of enterprise application software and energy management system for managing real estate assets and facilities in the Asia-Pacific regions, achieve greater client penetration, have further access to MRI's expertise and suite of global real estate software solutions and enhance its competitiveness in the region as well as the global markets. At the same time, the cost of maintaining the Company's listing status (including those associated with regulatory compliance, disclosure and publication of financial statements) has been on the rise, defeating the original purpose for listing as the Company was not really deriving any real commercial benefit from maintaining its listing on the Stock Exchange and therefore the expenditure may not be justified. Upon completion of the take private, the Shares will be delisted from the Stock Exchange, which may benefit the Company from savings in costs related to the compliance and maintenance of the listing status of the Company. The Company will also be able to reallocate resources originally applied towards the Company's administration, compliance and other matters relating to its listing status towards the Group's business operations.

The Offeror and the Board considers that the Proposal, if successful, will provide the Offeror with more flexibility in supporting the long-term business development of the Company, without being concerned about the fluctuation of its short-term share performance, regulatory restrictions and compliance obligations arising from its listing status, and would allow the Offeror to streamline the Company's governance structure.

### **14. WITHDRAWAL OF LISTING OF THE SHARES FROM GEM OF THE STOCK EXCHANGE**

Upon the Scheme becoming effective in accordance with its terms, all of the Shares will be owned by the Offeror. The Company will make an application to the Stock Exchange for the withdrawal of the listing of the Shares from GEM of the Stock Exchange in accordance with Rule 9.23 of the GEM Listing Rules immediately following the Scheme becoming effective.

The Shareholders will be notified by way of an announcement of the exact dates of the last day for dealing in the Shares on GEM of the Stock Exchange and the day on which the Scheme and the withdrawal of the listing of the Shares from GEM of the Stock Exchange will become effective. A detailed timetable of the implementation of the Proposal will be included in the Scheme Document, which will also contain, among other things, further details of the Scheme.

## **15. VOTING AT THE COURT MEETING**

Only Shareholders as at the record date for the Court Meeting may attend and vote at the Court Meeting to approve the Scheme. As at the date of this announcement, the Offeror does not hold any Shares. Accordingly, all of the Shares in issue constitute Scheme Shares, and are entitled to be voted at the Court Meeting.

## **16. IF THE SCHEME IS NOT APPROVED OR THE PROPOSAL LAPSES**

Subject to the requirements of the Takeovers Code, the Proposal and the Scheme will lapse if any of the Conditions has not been fulfilled or (where applicable) waived on or before the Long Stop Date. If the Scheme is not approved or the Proposal otherwise lapses, the listing of the Shares on GEM of the Stock Exchange will not be withdrawn.

If the Scheme is not approved at the Court Meeting or the Proposal otherwise lapses, there are restrictions under the Takeovers Code on making subsequent offers, to the effect that neither the Offeror nor any person who acted in concert with it in the course of the Proposal (nor any person who is subsequently acting in concert with any of them) may, within 12 months from the date on which the Scheme is not approved at the Court Meeting or the Proposal otherwise lapses, announce an offer or possible offer for the Company, except with the consent of the Executive.

## **17. GENERAL MATTERS RELATING TO THE PROPOSAL**

### **Overseas Scheme Shareholders and Overseas Optionholders**

The availability of the Proposal, the Scheme and the Option Offer to persons who are citizens, residents or nationals of a jurisdiction other than Hong Kong may be affected by the laws of the relevant jurisdiction in which they are located or resident or of which they are citizens. Such Scheme Shareholders and Optionholders should inform themselves about and observe any applicable legal, regulatory or tax requirements in their respective jurisdictions and, where necessary, seek their own legal advice. Further information in relation to the overseas shareholders will be contained in the Scheme Document.

It is the responsibility of the overseas Scheme Shareholders and the overseas Optionholders who wish to take any action in relation to the Proposal, the Scheme and the Option Offer to satisfy themselves as to the full observance of the laws and

regulations of the relevant jurisdiction in connection with any such action, including the obtaining of any governmental, exchange control or other consent which may be required, the compliance with any other necessary formality and the payment of any issue, transfer or other tax in any relevant jurisdiction.

Any approval or acceptance by the overseas Scheme Shareholders and the overseas Optionholders will be deemed to constitute a representation and warranty from such persons to the Offeror, the Company and their respective advisers (including Somerley as the financial adviser to the Offeror) that such laws and regulations have been complied with. If you are in doubt as to your position, you should consult your professional advisers.

In the event that the despatch of the Scheme Document to the overseas Scheme Shareholders and the overseas Optionholders is prohibited by any relevant law or regulation or may only be effected after compliance with conditions or requirements that the directors of the Offeror or the Company regard as unduly onerous or burdensome (or otherwise not in the best interests of the Company or the Shareholders), the Scheme Document may not be despatched to such Scheme Shareholders and such Optionholders. For that purpose, the Company will apply for such waivers as may be required by the Executive pursuant to Note 3 to Rule 8 of the Takeovers Code at such time prior to the despatch of the Scheme Document. Any such waiver will only be granted if the Executive is satisfied that it would be unduly burdensome to despatch the Scheme Document to such Scheme Shareholders or Optionholders. In granting any such waiver, the Executive will be concerned to see that all material information in the Scheme Document is made available to such Scheme Shareholders or Optionholders.

### **Hong Kong Stamp Duty**

If the Scheme is approved at the Court Meeting, the seller's Hong Kong *ad valorem* stamp duty payable by the Scheme Shareholders and calculated at a rate of 0.1% of the higher of (i) the market value of the Scheme Shares; or (ii) the Scheme Consideration, will be deducted from the amount payable by the Offeror to the Scheme Shareholders.

The Offeror will arrange for payment of the stamp duty on behalf of the Scheme Shareholders in connection with the transfer of the Scheme Shares.

### **Taxation advice**

Scheme Shareholders and Optionholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of the Proposal, the Scheme or the Option Offer. It is emphasised that none of the Offeror, the Offeror Concert Parties, the Company, Somerley, their respective ultimate beneficial owners, directors, officers, employees, agents and associates and any other person involved in the Proposal, the Scheme or the Option Offer accepts any responsibility for any taxation effects on, or liabilities of, any person as a result of the Proposal, the Scheme or the Option Offer.

### **Costs of the Scheme**

If the Independent Board Committee or the Independent Financial Adviser does not recommend the Proposal, and the Scheme is not approved, all expenses incurred by the

Company in connection therewith shall be borne by the Offeror in accordance with Rule 2.3 of the Takeovers Code.

### **Other arrangements**

As at the date of this announcement:

- |     |   |                           |
|-----|---|---------------------------|
| (a) | neither the Offeror nor any of the Offeror Concert Parties owns, controls or has direction over any Shares;   | R3.5(c)(i)<br>R3.5(c)(ii) |
| (b) | there are no securities, warrants or options convertible into Shares held, controlled or directed by the Offeror or any of the Offeror Concert Parties;   | R3.5(c)(iv)               |
| (c) | none of the Offeror nor any of the Offeror Concert Parties has dealt for value in any Shares or any convertible securities, warrants, options or derivatives in respect of any Shares during the six months prior to and up to and including the date of the R3.7 Announcement;   | SFC 5 <sup>st</sup><br>Q9 |
| (d) | neither the Offeror nor any of the Offeror Concert Parties has entered into any outstanding derivative in respect of the securities in the Company;   | R3.5(d)                   |
| (e) | neither the Offeror nor any of the Offeror Concert Parties has borrowed or lent any Shares or any other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company;   | R3.5(h)                   |
| (f) | save for the Management Irrevocable Undertakings, no irrevocable commitment to vote for or against the Scheme, or to accept or not accept the Option Offer, has been received by the Offeror or any of the Offeror Concert Parties;   | R3.5(c)(iii)              |
| (g) | save for the Management Irrevocable Undertakings, there are no arrangements (whether by way of option, indemnity or otherwise) of any kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to the Shares or the shares of the Offeror which might be material to the Proposal;   | R3.5(f)                   |
| (h) | there is no agreement or arrangement to which the Offeror is a party which relate to the circumstances in which it may or may not invoke or seek to invoke a pre-condition or a Condition to the Proposal or the Scheme;  | R3.5(g)                   |
| (i) | save for the Management Irrevocable Undertakings, there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between (i) any Shareholder; and (ii) either (x) the Offeror or the Offeror Concert Parties; or (y) the Company or the Company's subsidiaries or associated companies; and   | R3.5(i)(ii)<br>R3.5(j)    |
| (j) | save for the Scheme Consideration and the Option Offer Price, there is no other consideration, compensation or benefit in whatever form paid or to be paid by the Offeror or any of the Offeror Concert Parties to the Scheme Shareholders or the Optionholders or person acting in concert with any of the Scheme Shareholders or the Optionholders in connection with the Proposal, the Scheme or the Option Offer (as applicable). | R3.5(i)(i)                |

## **Despatch of the Scheme Document**

The Scheme Document containing, among other things: (i) further details of the Proposal, the Scheme and the Option Offer; (ii) the expected timetable in relation to the Proposal, the Scheme and the Option Offer; (iii) an explanatory memorandum as required under the Companies Act; (iv) information regarding the Company; (v) recommendations from the Independent Board Committee with respect to the Proposal, the Scheme and the Option Offer, and the letter of advice from the Independent Financial Adviser; and (vi) a notice of the Court Meeting, together with form of proxy in relation thereto, will be despatched to the Shareholders as soon as practicable and in compliance with the requirements of the Takeovers Code, the Companies Act, the Court and other Applicable Laws.

The Scheme Document will contain important information and the Scheme Shareholders are urged to carefully read the Scheme Document containing such disclosures before casting any vote at (or providing any proxy in respect of) the Court Meeting.

## **18. DISCLOSURE OF DEALINGS**

In accordance with Rule 3.8 of the Takeovers Code, the respective associates (as defined in the Takeovers Code) of the Offeror and the Company, including any person who owns or controls 5% or more of any class of the relevant securities of the Offeror or the Company, are hereby reminded to disclose their dealings in any relevant securities of the Company under Rule 22 of the Takeovers Code.

In accordance with Rule 3.8 of the Takeovers Code, the full text of Note 11 to Rule 22 of the Takeovers Code is reproduced below.

*“Responsibilities of stockbrokers, banks and other intermediaries*

*Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than \$1 million.*

*This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.*

*Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”*

## **19. TRADING HALT AND RESUMPTION**

At the request of the Company, trading in the Shares on the Stock Exchange was halted

with effect from [9:00] a.m. on [3] March 2025 pending the release of this announcement.

An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from [9:00] a.m. on [4] March 2025.

## 20. DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise.

“ACRA”	the Accounting and Corporate Regulatory Authority of Singapore
“acting in concert”	has the meaning given to it in the Takeovers Code
“Applicable Laws”	any and all laws, rules, regulations, judgments, decisions, decrees, orders, injunctions, treaties, directives, guidelines, standards, notices and/or other legal, regulatory and/or administrative requirements of any Authority
“associates”	has the meaning ascribed to it under the Takeovers Code
“Authority”	any supranational, national, federal, state, regional, provincial, municipal, local or other government, governmental, quasi-governmental, legal, regulatory or administrative authority, department, branch, agency, commission, bureau or body (including any securities or stock exchange) or any court, tribunal, or judicial or arbitral body
“Board”	the board of Directors
“Business Day(s)”	a day on which the Stock Exchange is open for transaction of business
“Companies Act”	the Companies Act 1967 of Singapore
“Company”	Anacle Systems Limited, a company incorporated in Singapore with limited liability, the Shares of which are listed on GEM of the Stock Exchange (Stock Code: 8353)
“Condition(s)”	the condition(s) to the implementation of the Proposal and the Scheme set out in the section headed “3. <i>Conditions of the Proposal</i> ” in this announcement
“Court”	the General Division of the High Court of Singapore
“Court Meeting”	the meeting of the Shareholders to be convened pursuant to the order of the Court to consider and, if thought fit,

	approve the Scheme (including any adjournment thereof)
“Director(s)”	the director(s) of the Company
“Disinterested Shareholders”	the holders of Disinterested Shares
“Disinterested Shares”	the Shares other than any Shares which are beneficially owned by the Offeror or any Offeror Concert Party
“Effective Date”	the date on which the Scheme becomes effective in accordance with its terms
“Executive”	the Executive Director of the Corporate Finance Division of the SFC or any delegate(s) of the Executive Director
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited
“GI Partners”	a U.S. private equity firm based in San Francisco, California, U.S.
“Group”	the Company and its subsidiaries
“Harvest Partners”	a U.S. private equity firm based in New York City, New York, U.S.
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Implementation Agreement”	the agreement entered into between the Offeror and the Company on [3] March 2025 pursuant to which the parties have agreed on their respective obligations for the implementation of the Proposal
“Independent Board Committee”	the independent committee of the Board, comprising (i) Mr. Lee Suan Hiang and Dr. Chong Yoke Sin (each being a non-executive Director) and (ii) Mr. Alwi Bin Abdul Hafiz, Mr. Mok Wai Seng and Mr. Chua Leong Chuan Jeffrey (being all of the independent non-executive Directors)
“Independent Financial Adviser”	Altus Capital Limited, a corporation licensed to carry on Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO, being the independent financial adviser appointed by the Board with the approval of the Independent Board Committee to advise the Independent Board Committee on the Proposal, the

## Scheme and the Option Offer

“Last Trading Date”	28 February 2025, being the last day on which the Shares were traded on GEM of the Stock Exchange before publication of this announcement
“Long Stop Date”	31 December 2025, or such later date as may be agreed between the Offeror and the Company or, to the extent applicable, as the Court may direct and in all cases, as permitted by the Executive and consented to by Somerley
“Management Irrevocable Undertakings”	the irrevocable undertakings given by each of the Management Shareholders in respect of the Scheme Shares and Share Options (if any) held by them as described in the section headed “5. <i>Management Irrevocable Undertakings</i> ”
“Management Shareholders”	collectively, Mr. Lau, Mr. Ong and Prof. Wong
“MRI”	MRI Software LLC
“Mr. Lau”	Mr. Lau E Choon Alex, an executive Director
“Mr. Ong”	Mr. Ong Swee Heng, an executive Director
“Ms. Ng”	Ms. Ng Yen Yen, spouse of Mr. Lau
“Offeror”	Management Reports International Pte Ltd, a company incorporated on 2 October 1997 in Singapore
“Offeror Concert Party(ies)”	any parties acting, or presumed to be acting, in concert with the Offeror under the definition of “acting in concert” under the Takeovers Code
“Option Offer”	the offer to be made by or on behalf of the Offeror to the Optionholders for the cancellation of the Share Options pursuant to Rule 13 of the Takeovers Code, conditional upon the Scheme becoming effective
“Option Offer Price”	the cancellation price per outstanding Share Option payable in cash by the Offeror to the Optionholders pursuant to the Option Offer, which is the “see-through” price being the Scheme Consideration minus the exercise price of the Share Options
“Optionholder(s)”	the holder(s) of the Share Options
“Prof. Wong”	Prof. Wong Poh Kam, a non-executive Director
“Proposal”	the proposal for the take private of the Company by the Offeror by way of the Scheme and the making of the

	Option Offer (which will be conditional upon the Scheme becoming effective in accordance with its terms), on the terms and subject to the conditions set out in this announcement and to be set out in the Scheme Document
“R3.7 Announcement”	the announcement published by the Company on 13 August 2024 pursuant to Rule 3.7 of the Takeovers Code in relation to, among other things, the Proposal
“relevant securities”	has the meaning given to it in Note 4 to Rule 22 of the Takeovers Code
“Scheme”	the scheme of arrangement in accordance with Section 210 of the Companies Act
“Scheme Consideration”	the cash amount of HK\$1.10 that each Scheme Shareholder will be entitled to receive for each Scheme Share
“Scheme Court Order”	the order of the Court sanctioning the Scheme pursuant to Section 210 of the Companies Act
“Scheme Document”	the composite scheme document of the Offeror and the Company containing, among other things, further details of the Proposal together with the additional information set out in the section headed “17. General Matters Relating to the Proposal – Despatch of the Scheme Document” in this announcement
“Scheme Record Date”	the record date to be announced for determining the entitlements of the Scheme Shareholders under the Scheme
“Scheme Share(s)”	the Share(s) in issue on the Scheme Record Date
“Scheme Shareholder(s)”	the registered holder(s) of the Scheme Share(s) as at the Scheme Record Date
“SFC”	the Securities and Futures Commission of Hong Kong
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of the Company
“Shareholder(s)”	the registered holder(s) of Share(s)
“Share Option(s)”	the share option(s) granted under the Share Option Scheme from time to time
“Share Option Scheme”	the share option scheme adopted by the Company on 24

November 2016

“Singapore”	the Republic of Singapore
“Somerley”	Somerley Capital Limited, a licensed corporation under the SFO to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities, being the financial adviser to the Offeror
“Somerley Group”	Somerley and persons controlling, controlled by or under the same control (with the meanings ascribed to such terms in the Takeovers Code) as Somerley
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“S\$”	Singapore dollar, the lawful currency of Singapore
“TA Associates”	a U.S. private equity firm based in Boston, Massachusetts, U.S.
“Takeovers Code”	The Code on Takeovers and Mergers issued by the SFC in Hong Kong as amended from time to time
“Undisturbed Date”	8 August 2024, being the last trading day prior to when there were irregular trading volumes and price movements in the Shares
“U.S.” or “United States”	the United States of America
“US\$”	US dollars, the lawful currency of the United States
“%”	per cent

For and on behalf of  
**Management Reports International**  
**Pte Ltd**  
**John Adler Ensign**  
*Director*

For and on behalf of  
**Anacle Systems Limited**  
**Lau E Choon Alex**  
*Executive Director and Chief Executive Officer*

Hong Kong, [3] March 2025

*As at the date of this announcement, the Board comprises Mr. Lau E Choon Alex (Chief Executive Officer) and Mr. Ong Swee Heng (Chief Operating Officer) as executive Directors; Mr. Lee Suan Hiang (Chairman), Prof. Wong Poh Kam and Dr. Chong Yoke Sin as non-executive Directors; and Mr. Alwi Bin Abdul Hafiz, Mr. Mok Wai Seng and Mr. Chua Leong Chuan Jeffrey as independent non-executive Directors.*

*The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than that relating to the Offeror and the Offeror Concert Parties) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the directors of the Offeror) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on GEM of the Stock Exchange for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this announcement (other than the information relating to the Offeror and the Offeror Concert Parties) is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*As at the date of this announcement, the directors of the Offeror are John Adler Ensign, Roman Telerman, David Anthony Smolen, Patrick Joseph Ghilani and Chow Hong Luen Irwin.*

*The directors of the Offeror jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than the information relating to the Group) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*

*As at the date of this announcement, the directors of MRI are John Adler Ensign, Roman Telerman and Patrick Joseph Ghilani.*

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*The directors of MRI jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than the information relating to the Group) and confirm, having made all reasonable enquiries, that to the best of their knowledge,*

*opinions expressed in this announcement (other than those expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*

*This announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) for at least 7 days from the date of its publication. This announcement will also be published on the Company’s website at [www.anacle.com](http://www.anacle.com).*

*\* For identification purpose only*

**SCHEDULE 1**  
**OFFEREE SHARES AS AT THE DATE OF THIS UNDERTAKING**

<b>No. of Shares</b>	<b>Exact name(s) and address(es) of registered holder as appearing on the register of members of the Company</b>	<b>Beneficial owner</b>
22,993,900	WONG POH KAM  1 Sin Ming Avenue #14-01 Flame Tree Park Singapore 575728	WONG POH KAM

## **SCHEDULE 2 WARRANTIES**

### **1. OBLIGOR**

#### **1.1 Capacity and authority**

The Obligor has full power and capacity and has taken all actions necessary to execute and deliver this Undertaking and exercise his rights, to perform his obligations under this Undertaking in accordance with its terms.

#### **1.2 Binding obligations**

The Obligor's obligations under this Undertaking and each document to be executed on or before the Effective Date will constitute, or where the relevant document is executed, constitutes, valid, legal and binding obligations of the Obligor, enforceable in accordance with their respective terms.

#### **1.3 No default**

Neither the execution nor performance of this Undertaking (or a document to be executed on or before the Effective Date) nor the making and completion of the Scheme and the Option Offer will result in or amount to, a violation or breach by the Obligor of any (i) Applicable Law, (ii) order, writ, injunction, decree of any court or governmental authority or agency; or (iii) contract, agreement, undertaking or commitment to which the Obligor is a party or by which the Obligor or the Obligor's assets are bound.

#### **1.4 Consent**

The execution, delivery of and performance by the Obligor of his obligations under this Undertaking will not require the Obligor to obtain any consent or approval of, or give any notice to or make any registration with any Authority which has not been obtained or made at the date of this Undertaking.

#### **1.5 No Encumbrances**

There are no Encumbrances given by any member of the Group in respect of the obligations of the Obligor or any of his respective Affiliates.

#### **1.6 No Litigation**

Save as Disclosed in the Disclosure Letter, no litigation, arbitration or administrative proceeding against the Obligor is current or pending or, to the best of the Obligor's knowledge, threatened to restrain the entry into, exercise of the Obligor's rights under and/or performance or enforcement of or compliance with the Obligor's obligations under this Undertaking.

### **2. COMPANY AND THE GROUP**

#### **2.1 Group structure**

- 2.1.1 The Offeree Shares have been properly and validly allotted and issued, are each fully paid or credited as fully paid and rank *pari passu* in all respects with each other.
- 2.1.2 The shares or equity interests of each member of the Group (other than the Company):
- (a) constitute the whole of the issued and allotted share capital of each member of the Group (other than the Company);
  - (b) have been properly and validly allotted and issued;
  - (c) are each fully paid or credited as fully paid; and
  - (d) are legally and beneficially owned, and the right to exercise all voting and other rights over the shares are held by their respective shareholders.
- 2.1.3 No person (other than holders of Options), has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, issue, sale, transfer or conversion of any share, equity interest or security or debt security of any member of the Group under any option, agreement or other arrangement (including conversion rights and rights of pre-emption). All share options issued by any member of the Group to any person were issued in compliance with all Applicable Laws and having obtained all approval and registration requirements.
- 2.1.4 Other than this Undertaking, the Confirmation Deed, there are no voting trusts, shareholder agreements, proxies or other agreements or understandings in force with respect to the voting of any share, equity interest or security or debt security of any member of the Group.
- 2.1.5 Neither the Obligor nor any member of the Group has created any Encumbrances over or affecting any shares in the capital of, or equity interests in, a member of the Group, and neither the Obligor nor any member of the Group has given any commitment to create such an Encumbrance, and no person has claimed to be entitled to such an Encumbrance. The Offeree Shares, shares and equity interests in other members of the Group are freely transferable (save for any applicable restrictions under Applicable Law and the constitutional documents of the relevant member of the Group).
- 2.1.6 No member of the Group has (or has agreed to acquire) interest in any other person or has agreed to merge, amalgamate or consolidate with any other person.

## **2.2 Due incorporation**

Each member of the Group is duly incorporated and validly existing under the laws of its place of incorporation and there has been no petition filed, order made or effective resolution passed for the liquidation or winding up of any member of the Group.

## **2.3 Authorisations**

- (a) Each member of the Group has obtained such valid Authorisations (if any) as are required under the provisions of any Applicable Law that is necessary or material to the operation of its business as currently conducted and there is no material breach by any member of the Group of the provisions of any Applicable Law governing such Authorisations (nor is there any reason why any such Authorisation should be withdrawn or cancelled).
- (b) All action required for the renewal or extension of each Authorisation (if any) as required that is necessary or material to the operation of the operation of the business of a member of the Group has been taken.

## **2.4 Corporate actions**

All corporate actions taken by each member of the Group have been duly authorised, and no member of the Group has taken any action that breaches, in any material aspect, any provision of, its constitutional documents.

## **2.5 Filings and registrations**

All material filings and registrations with any Authority required to be made in respect of each member of the Group and their respective operations, including registrations with the Accounting and Corporate Regulatory Authority of Singapore, the Stock Exchange, the SFC, the Companies Registry of Hong Kong and the relevant Tax Authorities have been duly completed in accordance with relevant Applicable Law.

## **2.6 Powers of Attorney and Authorities**

No member of the Group has given any power of attorney or other authority by which a person may enter into an agreement, arrangement or obligation on behalf of such member of the Group (other than an authority for a director, other officer or employee to enter into an agreement in the ordinary and usual course of that person's duties).

## **2.7 EASI**

- (a) EASI Holdings Pte. Ltd. ("EASI") does not have any liabilities, debts, claims or obligations, whether accrued, absolute, contingent or otherwise, and whether due or to become due.
- (b) The Company does not have any liability or obligation in relation to EASI.

## **3. COMPLIANCE MATTERS**

### **3.1 No breach of the GEM Listing Rules**

The Company is not in breach of any rules, regulations or requirements of the Stock Exchange (and, in particular, the Company has complied at all times with the disclosure requirements under the GEM Listing Rules and the SFO).

### **3.2 Compliance with Applicable Laws**

The Business and affairs of the Group have been conducted by the Group, in all material aspects, in accordance with all Applicable Laws, regulations, bye-laws and/or

other rules in each country in which they are carried on and there is no (a) investigation, disciplinary proceeding or enquiry by, or order, decree, decision or judgment of any Authority outstanding, or (to the best of the Obligor's knowledge) threatened or expected to be issued, against any member of the Group, the Business or their respective assets or any person for whose acts or defaults they may be vicariously liable; or (b) complaint received from any Authority with regard to any breach of such laws, regulations, bye-laws and/or rules by any member of the Group, except that where any breach arises by reason only of any law, regulation, bye-law and/or rule having been enacted between the date of this Undertaking and the Effective Date which has retrospective effect, such member of the Group shall not be regarded as having been in breach of this Section 3.2 if such member of the Group takes all reasonable steps to comply with such law, regulation, bye-law and/or rule thereafter.

### **3.3 Compliance with applicable anti-bribery and anti-corruption law**

- (a) The Company has maintained and has caused each of its subsidiaries and affiliates to maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to prevent violations of applicable Anti-Corruption Laws and Anti-Money Laundering Laws.
- (b) No member of the Group nor any director, officer, agent, employee or other person associated with or acting on behalf of such member of the Group has engaged in any conduct or activity on behalf of such member of the Group which would violate any applicable Anti-Corruption Laws or Anti-Money Laundering Laws.
- (c) No Government Official and no close family member of any Government Official: (i) holds or will hold an ownership or other economic interest, direct or indirect, in any member of the Group or in the contractual relationship formed by this Undertaking or (ii) serves as an officer, director or employee of any member of the Group except, in each case, as has been disclosed to, and consented to in writing by, the Offeror.
- (d) The Company has not promised, authorised or made, and has not permitted any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to promise, authorise or make any payment to, or otherwise contributed or contribute any item of value, directly or indirectly, to any third party, including any non-U.S. official, in each case, in violation of the Singapore Prevention of Corruption Act 1960, the FCPA, the U.K. Bribery Act, or any other applicable Anti-Corruption Laws. The Company has ceased, and has caused each of its subsidiaries and affiliates to cease, all of its or their respective activities, as well as remediated or remediate any actions taken by the Company, its subsidiaries or affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the Singapore Prevention of Corruption Act 1960, the FCPA, the U.K. Bribery Act, or any other applicable Anti-Corruption Laws.
- (e) No member of the Group nor any of their respective directors, officers, employees, agents, or other persons acting on behalf or for the benefit of such

Group is: (i) is a Sanctioned Person or (ii) is conducting or has agreed to conduct any dealings or transaction with or for the benefit of any Sanctioned Person or in violation of Sanctions.

- (f) The Group has not conducted or initiated any internal investigation or made any voluntary, directed or involuntary disclosure to any Governmental Authority with respect to any alleged or suspected act or omission arising under or relating to any non-compliance with or offence under any applicable anti-corruption laws, Anti-Money Laundering Laws, or Sanctions.
- (g) None of the members of the Group have been the subject of any action by any Governmental Authority pursuant to any applicable anti-corruption laws, Anti-Money Laundering Laws, or Sanctions, and no such investigations, litigation, or proceedings are pending or, threatened in writing.

### **3.4 Litigation or Arbitration**

- (a) No litigation, arbitration or administrative proceeding is current, pending or, so far as the Obligor is aware, threatened against any member of the Group.
- (b) There is no order, decree or judgment of any court or governmental agency or regulatory body outstanding or anticipated against any member of the Group.

### **3.5 Indebtedness**

No material outstanding indebtedness of any member of the Group has become payable or repayable by reason of any default of any member of the Group and no event has occurred or is impending which may result in such material indebtedness becoming payable or repayable prior to its maturity date, in a demand being made for such indebtedness to be paid or repaid or in any step being taken to enforce any security for any such indebtedness of any member of the Group.

### **3.6 No breach of contract**

- (a) Other than those in the usual and ordinary course of Business, no member of the Group is a party to or under any obligation which is material and which is of an unusual or unduly onerous nature.
- (b) All of the Material Contracts entered into by each member of the Group are in full force and effect, valid, binding and enforceable by it.
- (c) No member of the Group is in breach of or in default of any Material Contract, nor has any member of the Group received notice or is otherwise aware of any intention or indication to terminate any Material Contract. There are no circumstances likely to give rise to any breach of any Material Contract and no notice of termination or of intention or indication to terminate has been given or received in respect of any thereof.

## **4. INFORMATION**

### **4.1 Inside information**

As at the date of this Undertaking, no member of the Group is in possession of information, which would be regarded as “inside information” (as such term is defined in the SFO) which has not been disclosed in the Announcement or by the Company through public announcements or other documents published on the website of the Stock Exchange unless otherwise permissible under the SFO.

#### **4.2 Public information**

All publicly available information and records of the Company on the website of the Stock Exchange released or produced by any member of the Group within the 36 months immediately preceding the date of this Undertaking was, when supplied or published, true and accurate and not misleading in any material respects with reference to the facts and circumstances existing at the time at which the relevant information was disclosed.

### **5. ACCOUNTS AND RECORDS**

#### **5.1 Books and records**

- (a) All accounts, statutory books, ledgers, financial and other records of each member of the Group and the Business have been properly maintained on a consistent basis and in accordance with Applicable Law, are and will at the Effective Date be up-to-date and contain true records of all material aspects of the Business and/or the Business Assets to which they relate and of all matters required by Applicable Law to be entered therein.
- (b) No member of the Group has received any notice of any application or intended application under any Applicable Laws for the rectification of its statutory records, registers and/or books.

#### **5.2 Constitutional Documents**

The copies of the constitution (or the equivalent constitutional documents) and other corporate documents of each member of the Group provided to the Offeror or its Representatives are true, accurate and complete, and there has been no amendment to such documents.

#### **5.3 Financial Statements**

The Financial Statements:

- (a) have been prepared on a recognised and consistent basis and in accordance with generally accepted accounting principles, standards and practice in Hong Kong;
- (b) comply with all Applicable Laws, and show a true and fair view of the assets, liabilities and state of affairs of the Group and of its profits or losses and cash flows for the period in question;
- (c) are not affected by any unusual or non-recurring items and do not include transactions not normally undertaken by the relevant member of the Group (save as disclosed in such accounts); and

- (d) make adequate provision or reserve for, or disclose, all liabilities, capital commitments, Taxation in compliance with generally accepted accounting principles, standards and practice in Hong Kong.

#### **5.4 Quarterly Accounts**

The Quarterly Accounts:

- (a) have been prepared on a recognised and consistent basis and in accordance with generally accepted accounting principles, standards and practice in Hong Kong;
- (b) comply with all Applicable Laws, and show a fair view of the assets, liabilities and state of affairs of the Group and of its profits or losses and cash flows for the period in question; and
- (c) are not affected by any unusual or non-recurring items and do not include transactions not normally undertaken by the relevant member of the Group (save as disclosed in such accounts).

#### **5.5 Provision for liabilities**

Adequate provision has been made in the Financial Statements and the Quarterly Accounts for all actual liabilities of the Group outstanding at the Balance Sheet Date and the Quarterly Accounts Date respectively and proper provision (or note) in accordance with generally accepted accounting principles, standards and practice in Hong Kong at the time they were audited has been made therein for all other liabilities of the Group then outstanding in relation to the Business (whether contingent, quantified, disputed or not).

#### **5.6 Extraordinary events**

The profits or losses shown in the Quarterly Accounts have not to a material extent been affected (except as expressly disclosed in such accounts and the notes thereto) by any extraordinary or exceptional event or circumstance (other than expenses relating to the Scheme and the Proposal) or by any other factor rendering them unusually high or low.

### **6. FINANCIAL MATTERS**

#### **6.1 Solvency**

- (a) There is no insolvency or bankruptcy proceeding against any member of the Group, nor (to the best of the Obligor's knowledge) is there any fact which is likely to give rise to any such proceedings. No member of the Group is insolvent, has been declared insolvent, or is otherwise unable to pay its debts within the meaning of the insolvency laws applicable to it and no order has been made or application presented or resolution passed for the liquidation, winding-up or administration of any member of the Group nor are there any grounds on which any person would be entitled to have any member of the Group wound-up or placed in administration. No member of the Group has stopped paying its debts as they fall due. No member of the Group has

suspended or ceased (or threatened to suspend or cease) to carry on all or a material part of its business.

- (b) No application has been presented for an order for the appointment of a judicial manager (or other similar order) to be made in relation to any member of the Group, nor has any such order been made.
- (c) No member of the Group has received any notification of the appointment of any person as, nor has any person become entitled to appoint, a receiver or receiver and manager or other similar officer over any of the Group's business or assets or any part of them.
- (d) No composition in satisfaction of the debts of any member of the Group, or scheme of arrangement of its affairs, or compromise or arrangement between it and its creditors and/or members or any class of its creditors and/or members, has been proposed to any member of the Group, sanctioned or approved.
- (e) No distress, distraint, charging order, garnishee order, execution or other process has been levied or applied for in respect of the whole or any part of any of the property, assets and/or undertaking of any member of the Group.
- (f) No event has occurred causing, or which upon intervention or notice by any third party may cause, any floating charge created by any member of the Group to crystallise or any charge created by it to become enforceable, nor has any such crystallisation occurred or is such enforcement in process.

## **6.2 Off-balance sheet financing**

No member of the Group has engaged in any borrowing or financing not required to be reflected in, or which is not reflected in, the Financial Statements or the Quarterly Accounts.

## **6.3 Events of Default**

No event has occurred and no fact or circumstance exists which, whether or not with the giving of notice or lapse of time or both:

- (a) constitutes an event of default, or otherwise gives rise to an obligation to repay, under an agreement relating to borrowing or indebtedness in the nature of borrowing of any member of the Group;
- (b) will lead to an Encumbrance constituted or created in connection with borrowing or indebtedness in the nature of borrowing or any obligation or security of any member of the Group becoming enforceable; or
- (c) would entitle a provider of finance to any member of the Group to terminate, withdraw, reduce or not renew any existing facilities to any member of the Group or alter any terms thereof to the disadvantage of any member of the Group.

## **6.4 General**

- (a) Save for the Enterprise Singapore Grant, each member of the Group is not subject to any arrangement for receipt or repayment of any grant, subsidy or financial assistance from any government department or other body.
- (b) Having regard to the facilities available to it, each member of the Group has sufficient working capital for the purposes of:
  - (i) continuing to carry on its business in its present form and at its present level of turnover for the next 12 months; and
  - (ii) executing, carrying out and fulfilling in accordance with their respective terms all orders, projects and contractual obligations which have been placed with or undertaken by each such member of the Group.

## 7. **POSITION SINCE BALANCE SHEET DATE**

Since the Balance Sheet Date:

- (a) the Business has been carried on in the ordinary and usual course so as to maintain it as a going concern and without any material interruption or alteration in the nature, scope or manner of the Business;
- (b) there has been no Material Adverse Change;
- (c) no member of the Group has entered into any material contract outside the ordinary course of business;
- (d) no member of the Group has entered into any material capital commitments;
- (e) no member of the Group has entered into any transaction or assumed or incurred any liabilities (including contingent liabilities) or made any payment or given any guarantee, indemnity or suretyship not provided for in the Financial Statements or Quarterly Accounts, where such transaction, liability, payment or guarantee, indemnity or suretyship would be material in the context of the Group taken as a whole;
- (f) the profits of the Group have not been affected to a material extent by changes or inconsistencies in accounting treatment, by any non-recurring items of income or expenditure, by transactions of an abnormal or unusual nature or entered into otherwise than on normal commercial terms or in the ordinary and usual course of business;
- (g) no member of the Group has entered into any unusual, long term or onerous commitments or contracts that would have a material adverse effect on the financial position of the Group taken as a whole;
- (h) no member of the Group has entered into or proposed to enter into any capital, operating lease or contingent commitment, other than in the ordinary and usual course of business;

- (i) no dividend or other distribution has been declared, made or paid by the Company to its members;
- (j) there has not been:
  - (i) any waiver or compromise by any member of the Group of any material obligation owed to the Group taken as a whole;
  - (ii) any change to a contract or agreement by which any member of the Group or any of its assets is bound or subject that is material in the context of the Group as a whole;
  - (iii) any material change in any compensation arrangement or agreement with any employee, officer, director, consultant, contractor or shareholder of any member of the Group taken as a whole; or
  - (iv) any change in the accounting policies and principles adopted for the preparation of the Quarterly Accounts.

## 8. **INSURANCES**

### 8.1 **Insurance of Assets**

Each insurable asset of each member of the Group has at all times been and is insured in such amounts reasonably regarded as adequate and against such risks normally insured against by persons operating the same or similar types of businesses operated by such member of the Group or owning assets of the same or a similar nature.

### 8.2 **Other Insurances**

Each member of the Group has at all times been and is adequately insured against accident, loss or damage, injury, third party loss, credit risk, loss of profits and all other risks to which persons operating the same or similar types of businesses operated by such member of the Group are exposed to.

### 8.3 **Status of Policies**

In respect of all Policies:

- (a) all are in full force and effect, and are valid, binding and enforceable;
- (b) all premiums and any related insurance premium taxes have been duly paid to date;
- (c) each member of the Group has not done anything or omitted to do anything, or allowed anyone to do or omit to do anything, which might, and there is nothing which could:
  - (i) reasonably entitle insurers to decline to pay on a claim made under the Policies; or

- (ii) result in an increase, to a material extent, in the premium payable under any of the Policies or prejudice the ability to effect insurance on the same or better terms in the future.

#### **8.4 Claims**

No insurance claim is outstanding and to the best knowledge of the Obligor, no circumstances exist which are likely to give rise to any material insurance claim.

### **9. THE BUSINESS AND ITS ASSETS**

#### **9.1 Title**

- (a) The members of the Group are the owners legally and beneficially of, and have good title to, all the Business Assets, and all such assets are within the control or possession of the Group.
- (b) All Business Assets are free from any Encumbrance (other than liens or retention rights arising by operation of law in the ordinary and usual course of business of the relevant member of the Group) and there is no agreement or commitment to give or create any Encumbrance over such assets.
- (c) Each member of the Group has good and marketable title to all the Business Assets owned by it.
- (d) The Business Assets owned by each member of the Group comprise all the assets reasonably necessary to enable such member of the Group to carry on its Business fully and effectively in the ordinary and usual course as carried on up to and as at the date of this Undertaking, and such member of the Group has the right to use each asset for such purpose.
- (e) All assets owned or used by each member of the Group which are subject to a requirement of licensing or registration of ownership, possession or use are duly licensed or registered in its sole name.

#### **9.2 Condition**

All Business Assets owned, possessed or used by each member of the Group are in good and safe repair and condition having regard to their respective ages, have been regularly and properly maintained, are suitable for the purposes for which they are used and intended and are in working order, and none is in a dangerous condition or in need of renewal or replacement (fair wear and tear excepted).

### **10. CONTRACTS AND COMMITMENTS**

#### **10.1 Contracts relating to the Business**

No member of the Group is a party to nor does it have any material liability under:

- (a) any contract or arrangement which materially restricts its freedom to carry on the Business in any part of the world in such manner as it may think fit;

- (b) any guarantee, indemnity, surety relationship, letter of credit or any contract to which it is a party to secure any obligation of any person;
- (c) any contract for rent, lease, hire, hire purchase, credit sale, conditional sale or purchase by instalments;
- (d) any material agreement or arrangement between it and any other person (including the Material Contracts) which will be terminated as a result of the execution and completion of the transactions contemplated by this Undertaking or which includes any provision with respect to a change in the control, management or shareholders of such member of the Group;
- (e) any joint venture, consortium, partnership agreement, agency or distributorship agreement or arrangement to which it is a party; or
- (f) any agreement or arrangement for participating with others in any business, sharing commissions or other income,

in each case, other than to a member of the Group or in the usual and ordinary course of business of the Group.

## **10.2 Long Term and Other Onerous Contracts**

No member of the Group is, or has been, a party to any contract or transaction with a third party which not wholly on an arm's length basis or is of a loss-making nature that would have a material adverse effect on the financial position of the Group taken as a whole.

## **10.3 Related party arrangements**

Except as disclosed in the Financial Statements and/or the Quarterly Accounts,

- (a) there are no loans made by any member of the Group to any of its directors or shareholders and/or any of their connected persons and no debts or liabilities owing by any member of the Group to any of its directors or shareholders and/or any of their connected persons; and
- (b) there are no existing contracts or arrangements to which any member of the Group is a party and in which any of its directors or shareholders and/or any of their connected persons is interested,

in each case, other than transactions that are fully exempt from shareholders' approval, annual review and disclosure requirements under the GEM Listing Rules.

# **11. EMPLOYEES AND EMPLOYEE BENEFITS**

## **11.1 General**

- (a) Each member of the Group has complied in all material respects with Applicable Laws relating to the employment of labour, including those related to the payment of wages (including overtime pay), annual leave, social insurance (including unemployment insurance, maternity insurance, pension,

medical insurance, and work-related injury insurance), housing provident funds, collective negotiations and the payment and withholding of taxes and other sums as required by the relevant Authorities.

- (b) The execution and completion of the transactions contemplated under this Undertaking (including completion of the Scheme and the Option Offer) will not enable any directors, officers or employees of any member of the Group to terminate their employment or receive any payment or other benefit.
- (c) There is no arrangement between any member of the Group and any person relating to such person's employment by or provision of services to such member of the Group that is not made in writing with such member of the Group.

## **11.2 Remuneration**

- (a) Each member of the Group has paid in full to all their respective employees or adequately accrued for in accordance with the applicable generally accepted accounting principles and Applicable Law, all social insurance, housing provident funds, wages, salaries, commissions, bonuses, benefits and other financial compensation due to or on behalf of such employees.
- (b) There is no material claim with respect to the payment of social insurance, housing provident funds, wages, salary, overtime pay, benefits, other remuneration and other financial compensation that has been asserted or is now pending or threatened in writing before any Authority with respect to any persons currently or formerly employed by any member of the Group.
- (c) Save as set out in the Financial Statements and/or the Quarterly Accounts:
  - (i) no liability has been incurred by any member of the Group for breach or termination of any contract of service or failure to comply with any order for the reinstatement or re-engagement of any director, officer or employee; and
  - (ii) no payment or benefit has been made or promised by any member of the Group to any present or former director, officer or employee.

## **11.3 Termination of Employment**

- (a) There are not in existence any contracts of service with the directors, officers or key employees of any member of the Group which cannot be terminated by three (3) months' notice or less without giving rise to any claim for damages or compensation.
- (b) No notice to terminate or suspend the contract of employment of any director, officer or key employee of any member of the Group (whether given by such member of the Group or by the employee) is pending, outstanding or threatened.

## **11.4 Trade Unions and Industrial Relations**

- (a) No member of the Group is involved in, or has received notice of, any industrial or trade dispute or any dispute or negotiation with any trade union or association of trade unions or organisation or body of employees and there is nothing likely to give rise to such a dispute or claim.
- (b) There are no workforce agreements, collective bargaining or procedural or other agreements or arrangements affecting the directors, officers or employees of any member of the Group.
- (c) There has been no material strike, work to rule, work stoppage, work interference activity or industrial action (official or unofficial) by any director, officer or employee of any member of the Group within the last five (5) years, threatened or otherwise.

#### **11.5 Grants and Employment Schemes**

Save for the Post-IPO Share Option Scheme, each member of the Group does not and did not have, nor is it proposing or bound to introduce, any equity-based share incentive, share option, profit sharing, bonus, commission or other incentive or benefit scheme for any of its present or former directors, officers or employees.

#### **11.6 Central Provident Fund Contributions**

All deductions and payments required to be made by the Company in respect of Central Provident Fund contributions (including employer's contributions) in relation to the remuneration of its employees (if applicable) have been so made.

#### **11.7 Retirement, Death and Disability Benefits**

There is no arrangement under which any member of the Group has any obligation to provide or contribute towards the retirement, pension, death, ill-health, disability or accident payments or benefits in respect of its past or present directors, officers and employees, nor is any member of the Group proposing or bound to introduce any such arrangement.

### **12. TAXATION**

#### **12.1 General**

- (a) Other than stamp duties in Hong Kong, each member of the Group is and has at all times been resident only in its country of incorporation for all Taxation purposes. Each member of the Group is not liable to pay and has at no time incurred any liability to Taxation chargeable under the laws of any jurisdiction other than its country of incorporation.
- (b) No member of the Group is or will become liable to pay, reimburse or indemnify any Taxation (or amounts corresponding thereto) as a consequence of the failure by any other person to discharge that Taxation.
- (c) No relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, repayment or allowance or otherwise) from, against or in respect of any Taxation has been claimed, arisen by operation of law

and/or given to any member of the Group which could or might be effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of any act, omission, event or circumstance arising or occurring prior to or on the Effective Date.

## **12.2 Tax Returns, Payment of Taxes, Information and Clearances**

- (a) Each member of the Group has properly and punctually filed with the appropriate Tax Authority all Tax Returns required to be filed in all jurisdictions in which such Tax Returns are required to be filed, and all such Tax Returns and the information contained therein are true and correct in all material respects for the periods covered thereby.
- (b) Each member of the Group has timely paid all material Taxes that is required to be paid by it and adequate provision or reserve of all such liability has been made the Financial Statements and the Quarterly Accounts.
- (c) All members of the Group have fully accounted for any deferred Tax liabilities (i.e. amounts in relation to any activity or event prior to the Effective Date for which a Tax liability is known or may be expected to crystallise, but such Tax liability is not due and payable on or before the Effective Date) in the Financial Statements and the Quarterly Accounts as appropriate.
- (d) Each member of the Group has timely complied in all material respects with Applicable Law imposing Tax withholding or deduction obligations and accounted for all Tax due to the relevant Tax Authorities.
- (e) There is no fact or circumstance that has arisen, and each member of the Group has not taken any action, which has had, or will have, the result of altering, prejudicing or in any way disturbing any arrangement or agreement between each such member of the Group and the Tax Authority.
- (f) No member of the Group has paid, or is liable to pay, any material penalty, fine, surcharge or interest in connection with any Tax and, to the best of the Obligor's knowledge, there are no circumstances by reason of which any member of the Group may become liable to pay any material penalty, fine, surcharge or interest in connection with Tax.

## **12.3 Arm's Length Dealings**

- (a) All transactions or arrangements entered into between each member of the Group and a related party (as defined under applicable Taxation law) prior and up to the Effective Date are on an arm's length basis and in compliance with applicable transfer pricing requirements with appropriate transfer pricing documentation being maintained.

## **12.4 Penalties and Interest**

- (a) No member of the Group nor any of its directors or officers has paid, or will become liable to pay, any material fine, penalty or interest charged by virtue of any statutory provision relating to Taxation.

## **12.5 Anti-avoidance Provision**

No member of the Group has engaged in, or been a party, to transaction, series of transactions or scheme or arrangement of which the main purpose, or one of the main purposes, was or could be said to be the avoidance of, deferral of, or a reduction in the liability to, Taxation.

## **12.6 GST**

- (a) The Company is a taxable person and is duly registered for the purposes of GST with quarterly prescribed accounting periods. Anacle Systems Sdn Bhd is a taxable person duly registered for the purposes of SST in accordance with the Applicable Laws. Anacle Systems (Shanghai) Limited is a taxable person duly registered for the purposes of VAT in accordance with the Applicable Laws.
- (b) All supplies made by the Company are taxable supplies and the Company has not been (and will not be) denied full credit for all input tax for any reasons. All GST paid (or payable) by the Company is in the form of input tax.
- (c) The Company is not and has not been GST purposes a member of any group of companies and no act or transaction has been effected in consequence whereof the Company is (or may be) held liable for any GST arising from supplies made by another company.

## **12.7 Stamp Duty**

- (a) In relation to stamp duty assessable or payable in Singapore or elsewhere in the world, all documents the enforcement of which each member of the Group may be interested in have been duly stamped and no document belonging to any member of the Group now or at Effective Date which is subject to stamp duty is or will be unstamped or insufficiently stamped.
- (b) All stamp duty payable upon any transfer of shares in each member of the Group before the Effective Date has been duly paid.

## **12.8 Waiver of Statute of Limitations**

No member of the Group has waived any statute of limitations in respect of any material amount of Taxes or agreed in writing to any extension of time with respect to a Tax assessment or deficiency.

## **12.9 Tax Claims**

- (a) Since the Balance Sheet Date, no Claim for Taxation has been made against any member of the Group:
  - (i) in respect of or arising from any transaction effected or deemed to have been effected on or before the Effective Date; or
  - (ii) by reference to any income, profits or gains earned, accrued or received on or before the Effective Date,

except

- (1) to the extent that Taxation was paid, provided for or accrued in respect thereof in the Financial Statements, the Quarterly Accounts or in any of the audited accounts or unaudited accounts or management accounts of a member of the Group or the Company on a consolidated basis up to the Effective Date; and
  - (2) to the extent that such Claim arises as a result only of any provision or reserve in respect thereof being insufficient by reason of any increase in rates of Taxation made after the date hereof with retrospective effect.
- (b) “**Claim**” means any notice, demand, assessment, letter or other document issued or action taken by the Tax Authority or other statutory or governmental authority, body or official whosoever whereby a member of the Group is placed under a liability to make a payment on any Taxation or deprived of any relief, allowance, credit or repayment otherwise available for Taxation purposes, other than those that would not otherwise result in a Material Adverse Change.

#### 12.10 Tax Incentives

- (a) All the tax incentives enjoyed by the members of the Group as at the date of this Undertaking will not be affected, varied, withdrawn or revoked as a result of the acquisition of the Scheme Shares and/or the Scheme. Each member of the Group has complied with all the conditions subject to which tax incentives have been granted to such member of the Group.
- (b) No relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, repayment or allowance or otherwise) from, against or in respect of any Taxation has been claimed and/or given to any member of the Group which could be effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of any act or omission by any member of the Group or, so far as the Obligor is aware, as a result of the Scheme.
- (c) No member of the Group has done or omitted to do anything since any application for any concession, consent or clearance from any Tax Authority that was made which might reasonably be expected to cause such concession, consent or clearance to be or become invalid, or to be withdrawn by the relevant Tax Authorities.

#### 12.11 Tax Audits

- (a) So far as the Obligor is aware, there is no investigation by any Tax Authority in process or pending with respect to any Tax returns of any member of the Group, other than queries raised by a Tax Authority in its usual review of such Tax returns by a member of the Group.
- (b) There are no ongoing or, so far as the Obligor is aware, anticipated Taxation disputes involving or against any member of the Group.

## **13. INTELLECTUAL PROPERTY RIGHTS**

### **13.1 Ownership**

- (a) All Owned IPR is legally and beneficially owned by a member of the Group free from any Encumbrance, licence or disclosure obligation, and all Licensed IPR is lawfully used with the consent of the owner.
- (b) The Owned IPR is (or, in the case of pending applications, will be) valid and enforceable, and none of them is being used, claimed, opposed, attacked or infringed by any other person. With respect to pending applications and applications for registration of the Owned IPR, to the Obligor's knowledge, there is no reason that could reasonably be expected to prevent any such application or application for registration from being granted substantially as applied for.
- (c) All Owned IPR and all Licensed IPR together constitute all the Intellectual Property Rights necessary to, or used or held for use in, the conduct of the business of each member of the Group as currently conducted.
- (d) In respect of all licenses and agreements (including all amendments, novations, supplements or replacements thereto) relating to the Licensed IPR:
  - (i) they all in full force and effect and no notice has been given by any party to terminate them;
  - (ii) no fact or circumstance exists or has existed which would entitle a party to terminate or vary them; and
  - (iii) the obligations of all parties have been fully complied with and no disputes have arisen or are foreseeable in respect thereof.

### **13.2 Claims and Infringement**

- (a) No person has infringed, misappropriated or otherwise done anything inconsistent with the rights of each member of the Group in respect of any Owned IPR and/or Licensed IPR.
- (b) No member of the Group has infringed, misappropriated or otherwise done anything inconsistent with any Intellectual Property Rights of any third person.

### **13.3 Confidentiality**

All Confidential Information of the Group is adequately and properly documented to enable the Offeror to acquire and retain its full benefit. The carrying on of the business and operations of each member of the Group does not involve the unlicensed use of any Confidential Information disclosed to any member of the Group by any person in circumstances which might entitle that person to a claim against any member of the Group.

### **13.4 Personal Data**

All data comprised in any databases has at all times been collected, stored, retrieved and processed, in all material aspects, in compliance with all Applicable Laws relating to data privacy and protection and the processing of personal information. No notice of any claims or complaints or investigations in connection with non-compliance with or breach of any such Applicable Laws has been received by any member of the Group, and there is no reason to suspect that the same might exist.

### 13.5 IT System

- (a) Each of the IT Systems is owned by or licensed to the relevant member of the Group. The relevant member of the Group has obtained all necessary rights from third parties to enable it following the Effective Date to make exclusive and unrestricted use of the IT Systems for the purposes of the business of the Group.
- (b) All IT Systems owned by or used by any member of the Group:
  - (i) are in operating order and are fulfilling the purposes for which they were acquired or are established in an efficient manner without material downtime or errors;
  - (ii) have adequate capacity to meet the current and foreseeable requirements of the business of the Group;
  - (iii) have adequate security, back-ups, duplication, hardware and software support and maintenance (including emergency cover), business continuity and disaster recovery plan(s) and trained personnel to ensure that (A) Security Breaches, unauthorised access, errors and breakdowns are kept to a minimum; and (B) no disruption will be caused to any part of its business in the event of a Security Breach, error or breakdown; and
  - (iv) are under the sole control of such member of the Group, excluding cloud services provided by a third party and server/hardware equipment owned by independent contractors.
- (c) In respect of any software comprised in any IT System:
  - (i) in the case of software written or commissioned by each member of the Group, such software is owned exclusively by it, no other person has rights to use the software or source codes, and complete written listings and written copies of the source codes for the software are held by it;
  - (ii) in the case of standard packaged software or third party licensed software, each member of the Group has secured licences for all of its users and on terms which are sufficient for all purposes for which each member of the Group uses the software; and
  - (iii) if any licence or support or maintenance fees are payable in respect of any software on a recurring basis, such fees shall not exceed such amounts previously paid therefor.

- (d) Within the past three (3) years, there have not been any Security Breaches or any complaints or notices to, or audits, proceedings or investigations conducted or claims asserted against, any member of the Group by any person (including any Authority) regarding any such Security Breach, and to the Obligor's knowledge, there is no reasonable basis for the same and no such claim, audit, proceeding or investigation has been threatened or is pending.

## **14. PROPERTY**

### **14.1 General**

- (a) There is no property owned by any member of the Group.
- (b) Other than the Fusionopolis Premises and the Indian Premises, there is no other property leased or occupied by any member of the Group.

### **14.2 Leases and Licences**

- (a) The Fusionopolis Lease Agreements are in full force and effect and are valid, binding and enforceable, and no notice of termination in respect thereof has been received or served by the Company. Save for the Fusionopolis Lease Agreements, no other lease, sub-lease, tenancy, sub-tenancy, licence, demise, concession, or other right or interest of any kind whatsoever giving any person any right to use, possess or occupy the Fusionopolis Premises, is subsisting, created, granted or agreed to be granted (whether by or in favour of any member of the Group) in respect of the Fusionopolis Premises.
- (b) With respect to the Fusionopolis Lease Agreements:
  - (i) no person (including without limitation, the landlord or licensor) may bring the term to an end before the expiry of the lease, tenancy or licence by effluxion of time (except by forfeiture);
  - (ii) the Company has paid all rent and fees payable in respect of the Fusionopolis Premises and such rent and fees are not at the date of this Undertaking being reviewed and cannot be reviewed before the Effective Date;
  - (iii) all licences, consents and approvals required from the landlords and any superior landlords under any leases of the Fusionopolis Premises have been obtained, and the covenants, terms and conditions on the part of the Company (as tenant) contained in the licences, consents and approvals have been duly performed and observed;
  - (iv) there is no breach or any non-observance of any covenant, condition or agreement contained in the Fusionopolis Lease Agreements on the part of either the relevant landlord or licensor or the Company;
  - (v) no alterations have been made to the Fusionopolis Premises in a manner that is in breach of or which may result in a breach of the provisions under the Fusionopolis Lease Agreements; and

- (vi) where the Company is responsible for maintaining insurance of the Fusionopolis Premises, such insurance conforms in all respects with the requirements of the relevant lease, tenancy or licence.

## **15. EFFECT OF THE PROPOSAL**

The execution, delivery and compliance with the terms, or the transactions contemplated under this Undertaking (including completion of the Scheme and the Option Offer) do not and will not:

- (a) cause any member of the Group to lose the benefit of any material Authorisation, right or privilege it presently enjoys;
- (b) result in any material present or future indebtedness of any member of the Group becoming due or capable of being declared due and payable prior to its stated maturity;
- (c) cause any person who normally does business with or give credit to any member of the Group not to continue to do so;
- (d) prejudice or adversely affect the Group's relationships with material customers, suppliers and the Obligor is not aware of any circumstance indicating that, nor has the Obligor been informed or is otherwise aware that, any person who now has business dealings with any member of the Group would or might cease to do so from and after the Effective Date;
- (e) result in any conflict with or a breach of, or give any third party a right to terminate or vary, or result in any Encumbrance under, any contract, agreement, understanding or arrangement or instrument to which any member of the Group is a party;
- (f) result in the creation or imposition of any Encumbrance over any material property or asset of any member of the Group; or
- (g) result in a breach of any order, judgment or decree of any court, Authority or regulatory body to which any member of the Group is a party or by which any member of the Group or any of their respective assets is bound.

## **16. INFORMATION DISCLOSED**

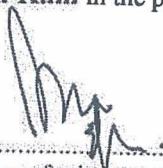
- (a) All information contained in this Undertaking and all other information relating to itself and the Group which has been given in writing by, or on behalf of, the Group and the Obligor to the Offeror (or their advisers) in the course of negotiations leading to this Undertaking or in the course of due diligence or any other investigation carried out by the Offeror prior to entering into this Undertaking was (when given) and remains true and accurate in all material respects and is not misleading in any material respect, and the Obligor is not aware of any fact, matter or circumstance not disclosed in writing to the Offeror which renders any such information untrue, inaccurate or misleading in any material respect.

- (b) Neither the Company nor the Obligor has, for the purposes of the Offeror's due diligence, omitted any information and facts relating to the Group, the Business and the Business Assets (including financial information) which, in their reasonable opinion, are or may be material to the operation of the Business.

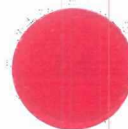
**SCHEDULE 3**  
**OFFEROR'S REPRESENTATIONS AND WARRANTIES**

1. The Offeror is a private company limited by shares duly incorporated in Singapore, and has been validly existing and in good standing under the laws of Singapore since incorporation.
2. The Offeror is duly authorised, has full power and authority and has taken all actions necessary to execute and deliver this Undertaking and exercise its rights, and perform its obligations under this Undertaking in accordance with its terms.
3. The Offeror's obligations under this Undertaking and each document to be executed on or before the Effective Date will constitute, or where the relevant document is executed, constitutes, valid, legal and binding obligations on the Offeror enforceable in accordance with their respective terms.
4. Neither the execution nor performance of this Undertaking (or a document to be executed on or before the Effective Date) nor the making, implementation and completion of the Scheme will result in or amount to, a violation or breach by the Offeror of any Applicable Law, or constitute a breach by the Offeror of any contract, agreement, articles of association, undertaking or commitment to which the Offeror is a party.
5. Resources that are available to the Offeror are sufficient to satisfy the Scheme Consideration.

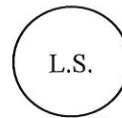
**SIGNED, SEALED AND  
DELIVERED** as a deed by **Wong  
Poh Kam** in the presence of:



Name of witness: **SYLVIA SUNDARI POERWAKA**  
Title of witness: **CFO**



SIGNED, SEALED AND DELIVERED as )  
a deed in the name of MANAGEMENT )  
REPORTS INTERNATIONAL PTE LTD )  
in the presence of: )  
)  
)  
)  
)  
)  
)



.....  
Name of witness: *Hal Grunder*  
Title of witness: *VP, M+A*

.....  
Name: *John Ensign*  
Title: Director