



27 September 2024

Mok Wai Seng
3 West Coast Walk
#14-05
Singapore 127140

Dear Mr. Mok,

Anacle Systems Limited (the “Company”) – Independent non-executive directorship

We write to confirm your appointment as an independent non-executive director of the Company subject to the terms and conditions specified herein:

1. Appointment and term

- 1.1 Your appointment as an independent non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the constitution of the Company (the “**Constitution**”), the Rules (the “**GEM Listing Rules**”) Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and all other applicable laws and regulations in Hong Kong and Singapore, each as amended from time to time.
- 1.2 The shareholders of the Company have re-elected you as a director of the Company in the 2024 AGM on 27 September 2024, and by executing the form of acceptance enclosed to this letter, you agree to continue on with such appointment in the terms and conditions herein. Subject to paragraph 3 below, your appointment shall be for a term of 3 years and shall expire at the close of the annual general meeting relating to the most recent financial year ending within 3 years, unless terminated in accordance with the terms and conditions specified herein.

2. Responsibilities

- 2.1 You shall undertake the duties and responsibilities of an independent non-executive director, as set out in the GEM Listing Rules, and you shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “**SFO**”) and rules made thereunder, and in particular:
- (a) you shall comply with the applicable provisions of the GEM Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 5 of the GEM Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix C1 to the GEM Listing Rules, the provisions in relation to securities transactions by directors under Rules 5.46 to 5.68 of the GEM Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “**Takeovers Code**”) and other applicable laws and regulations in Hong Kong and Singapore, as supplemented and amended from time to time;

- (b) you shall perform your fiduciary duties to the Company, scrutinise the Company's performance in achieving corporate goals and objectives, monitor the reporting of performance, bring an objective view borne by your outside experience, help the board of directors of the Company (the "**Board**") to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as an independent non-executive director of the Company and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company;
- (d) you shall generally be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and the remuneration committee of the Company, to which you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Constitution, the Companies Act 1967 (the "**Singapore Companies Act**"), the GEM Listing Rules or other applicable rules and regulations, should be given to the Chairman of the meetings;
- (e) you shall disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the securities required to be disclosed by you under the SFO and all interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time. You shall also keep the Board informed on a continuing basis of all changes to such arrangements; and
- (f) in discharging your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Takeovers Code.

2.2 You hereby represent and warrant to the Company that:-

- (a) neither you nor any of your spouse, your (or your spouse's) children or step-children, natural or adopted, under the age of 18 years (collectively, your "**immediate family members**") hold more than one (1) per cent of the total issued share capital of the Company, whether legally or beneficially, as at the date of this appointment letter;

- (b) neither you nor any of your immediate family members have/has received any interests in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a core connected person (as defined in the GEM Listing Rules) of the Company or the Company itself;
- (c) neither you nor any of your immediate family members is, or was, a director, partner or principal of any professional adviser which currently provides or has within two (2) years immediately prior to the date of your appointment provided services, nor is or was an employee of such professional adviser who is or has been involved in providing such services during the same period, to the Company, its close associates (as defined in the GEM Listing Rules) or core connected persons, or any person who was a controlling shareholder of the Company, or where there was no controlling shareholder, any person who was the chief executive or a director (other than an independent non-executive director) of the Company within two years immediately prior to the date of your appointment, or any of their close associates;
- (d) currently, or within one year immediately prior to the date of your appointment, neither you nor any of your immediate family members has or had any material interest in any principal business activity of or is or was involved in any material business dealings with the Company or its subsidiaries or with any core connected persons of the Company and its subsidiaries (the “**Group**”);
- (e) neither you nor any of your immediate family members is on the Board specifically to protect the interest of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
- (f) neither you nor any of your immediate family members is or was connected with any director, the chief executive or any substantial shareholder of the Company within two (2) years immediately prior to the date of your appointment;
- (g) neither you nor any of your immediate family members is, or have/has at any time during the two (2) years immediately prior to the date of your appointment been, an executive or a director (other than an independent non-executive director) of the Company or of any of its subsidiaries or of any core connected persons of the Group. For the purpose of this paragraph, “*executive*” includes any person who has any management function in or acts as a company secretary of, the Company and/or its subsidiaries;
- (h) neither you nor any of your immediate family members is financially dependent on the Company or any of its subsidiaries or core connected persons of the Group;
- (i) neither you nor any of your immediate family members have/has any past or present financial or other interest in the business of the Company or its subsidiaries or have/has any connection with any core connected person of the Group; and
- (j) there are no other factors which are relevant in assessing your independence as an independent non-executive director of the Company under Rule 5.09 of the GEM Listing Rules.

2.3 You hereby undertake to the Company:

- (a) to inform the Company as soon as possible if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in paragraph 2.2, which may affect your independence in relation to your appointment as an independent non-executive director of the Company; and
- (b) to provide an annual confirmation of your independence to the Company.

3. Termination

3.1 Your appointment will terminate automatically without any requirement for notice or compensation if:-

- (a) you are disqualified to act as a director under the Constitution, the Singapore Companies Act, the GEM Listing Rules or other applicable rules and regulations;
- (b) you retire from the office as a director in accordance with the Constitution or the Singapore Companies Act;
- (c) you are removed from office as a director in accordance with the Constitution or the Singapore Companies Act; or
- (d) you are not re-elected as a director.

3.2 Your appointment may be terminated by the Company by summary notice in writing if you:-

- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
- (b) are guilty of conduct tending to bring the Company into disrepute;
- (c) become bankrupt or have an interim order made against you, or you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any applicable laws, regulations or court orders in Singapore or Hong Kong or elsewhere; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

3.3 Subject to paragraphs 3.1 and 3.2 above, the Company and you may terminate the appointment by giving to the other party at least thirty (30) days' notice in writing expiring not earlier than the close of the annual shareholders meeting relating to the most recent financial year ending within one (1) year following appointment referred in paragraph 1.2.

- 3.4 Termination of this appointment shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of paragraph 8 below.

4. Remuneration

Your ordinary remuneration will be fixed from time to time in accordance with the Companies Act by the remuneration committee of the Company and your remuneration during the term of appointment hereunder shall be S\$45,000 per annum or a pro rata amount for any incomplete year payable in arrears on the first day of each financial year of the Company or upon termination of this appointment. The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as a non-executive director of the Company and you will, if so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

5. Insurance

You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

6. Independent Advice

If any circumstances should arise in which it becomes necessary for you to seek separate independent legal or other professional advice about your responsibilities as an independent non-executive director of the Company, you will be reimbursed for your legal costs of doing so.

7. Obligations of the Company

The Company shall, as from time to time reasonably required, disclose to you the information regarding the business and financial position and affairs of the Company (which includes all subsidiaries) and details of any actual or prospective material change in the business or the financial position and affairs of the Company.

8. Duty of Confidentiality

- 8.1 You are aware that the information in relation to the Company's business, finance and the transactions proceeded by the Company which you may have access to during your directorship are confidential information.
- 8.2 Subject to paragraph 8.3 below, you shall not disclose to any third party or use the confidential information in relation to the Company's business and finance (and shall endeavor to avoid it being divulged and made available to the public) during your directorship or after your directorship has ended.



8.3 You shall not at any time (including during your directorship or after your directorship has terminated):

- (a) disclose in any form any trade secret or confidential information in relation to the Group to any third party but disclosure to the employees of the Group whose province is to know the same and the professional advisers and other agents engaged by the Group owing a duty of confidentiality to the Group if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;
- (b) use any information or knowledge of confidential nature in any form for the benefit of yourself and your relatives or for any purpose other than for those of the Group; and
- (c) knowingly let the trade secret or confidential information of the Company be divulged but the information which may be obtained by the public without using any manpower resources (which is not due to your fault or omissions) do not fall within this restriction.

8.4 All the records, memorandum, reports, documents, etc. which you may have access to during your directorship are the properties of the Company. You shall return the same to the persons designated by the Board upon the expiry or termination of your directorship or the request of the Board during your directorship, and you shall not be entitled to and shall not retain any copies thereof.

8.5 At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute contracts or confirmations with the Company in which you accept the restrictions set up by the Company in relation to its products, services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company.

8.6 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Company.

9. Competing interests

You shall not, during the term of your appointment and for two years thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with any Group company without the prior written consent of the Board.

10. Entire agreement

This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

11. Governing Law

This letter of appointment shall be governed by and construed in accordance with the laws of Singapore and the parties hereby submit to the exclusive jurisdiction of the courts in Singapore in connection herewith.

Please confirm your acceptance of appointment as an independent a non-executive director of the Company by signing, dating and returning to us the attached form of acceptance.

For and on behalf of
ANACLE SYSTEMS LIMITED



Name: Lau E Choon Alex

Position: Director



ANACLE SYSTEMS LIMITED

3 Fusionopolis Way
#14-21 Symbiosis
Singapore 138633
Tel No.: (65) 6914 2666
Co. Reg No.: 200602329Z
www.anacle.com

Form of Acceptance

Date: 27 September 2024

I hereby confirm that I accept the appointment as an independent non-executive director of Anacle Systems Limited (the “**Company**”) on the terms and conditions set out in this letter of appointment.

I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as an independent non-executive director of the Company.

Mok Wai Seng