

Management Reports International Pte Ltd  
77 Robinson Road, #13-00, Robinson 77, Singapore 068896

17 April 2025

*To the Optionholders*

Dear Sir/Madam,

## **OPTION OFFER**

### **IN RELATION TO THE 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**

A scheme document issued jointly by Management Reports International Pte Ltd (the “**Offeror**”) and Anacle Systems Limited (the “**Company**”) dated the same date as this letter (the “**Scheme Document**”) is enclosed with this letter. Terms used but not defined in this letter shall have the same meanings and construction as in the Scheme Document. This letter should be read in conjunction with the Scheme Document.

The Offeror and the Company issued jointly the Announcement dated 3 March 2025 which stated, among others, that on 3 March 2025 (before trading hours), the Offeror requested the Board to put forward the Proposal to the Scheme Shareholders for 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. As stated in the Announcement, as part of the Proposal, the Offeror would make (or procure to be made on its behalf) an appropriate offer to the Optionholders to cancel every outstanding Share Option in accordance with Rule 13 of the Takeovers Code. The Option Offer will be conditional upon the Scheme becoming effective.

This letter explains the actions you may take in relation to your outstanding Share Option(s). You are advised to refer to the Scheme Document when considering them.

Your attention is also drawn to the terms and conditions of the Share Option Scheme.

## **TERMS OF THE OPTION OFFER**

We are making the Option Offer, which is conditional on the Scheme becoming effective, with respect to the Outstanding Share Option(s) held by you.

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

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. The Conditions are set out in the section headed “3. *Conditions of the Proposal*” in Part VII — Explanatory Statement of the Scheme Document.

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 (as defined in the Takeovers Code) after the Effective Date. In addition, all payments in respect of the Option Offer Price will be made to the Company as the agent of the Optionholders, by cheque(s), or at the election of the Offeror, by wire transfer within seven (7) business days (as defined in the Takeovers Code) following the Effective Date. The Company will then make payments in respect of the Option Offer Price to the respective Optionholders by wire transfer.

You are further advised to refer to the sections headed “18. *Taxation Advice*” and “20. *Registration and Payment*” in Part VII — Explanatory Statement of the Scheme Document.

Your attention is drawn to the letter from the Independent Board Committee set out in Part V of the Scheme Document and the letter from the Independent Financial Adviser set out in Part VI of the Scheme Document, which contain the recommendation of the Independent Board Committee and of the Independent Financial Adviser, respectively, in relation to the Proposal, the Scheme and the Option Offer.

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 vesting of the Share Options are allowed to be accelerated and the Company shall give notice thereof to the Optionholders such that 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 the Exercise Period as shall be notified by the Company.

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, and that any vested or unvested Share Option shall automatically lapse and not be exercisable upon the expiry of the Exercise Period. In the event that an Optionholder exercises any outstanding Share Options (including Share Options that were unvested as at the Latest Practicable Date and will be entitled to accelerated vesting during the Exercise Period in accordance with the rules of the Share Option Scheme) within the Exercise Period and by the Latest Option Exercise Time, the underlying Shares issued shall form part of the Scheme Shares and be transferred to the Offeror upon the Scheme becoming effective. Any Share Options (vested or unvested as at the Latest Practicable Date) that remained outstanding and not exercised will lapse at the expiry of the Exercise Period.

**COURSES OF ACTION AVAILABLE TO OPTIONHOLDERS**

Set out below are the key dates and times for reference by the Optionholders.

Latest time for Optionholders to lodge notices of exercise (accompanied by full payment of the exercise price) of their outstanding Share Options in order to become a Shareholder entitled to attend and vote at the Court Meeting . . . . . 4:30 p.m. on Friday, 2 May 2025

Latest Option Exercise Time . . . . . 4:30 p.m. on Wednesday, 21 May 2025

Latest time and date for lodging the **WHITE** Form of Acceptance in relation to the Option Offer . . . . . 4:30 p.m. on Monday, 9 June 2025

Lapse of all unexercised Share Options in respect of which the Option Offer has not been accepted . . . . . Monday, 9 June 2025

As at the Latest Practicable Date, an aggregate of 39,915,849 Share Options had been granted and were outstanding, of which 9,978,962 Share Options had vested and become exercisable. No additional Share Options is expected to become vested and exercisable other than by way of accelerated vesting during the Exercise Period in accordance with the rules of the Share Option Scheme as further elaborated below.

In respect of the Share Options which had vested and become exercisable as at the Latest Practicable Date, Optionholders have the choices to (i) exercise their Share Options before and during the Exercise Period, (ii) accept the Option Offer, (iii) reject the Option Offer, or (iv) do nothing, as further elaborated in paragraphs (a), (b)(i), (c) and (d) below respectively. Optionholders who choose to exercise their vested and outstanding Share Options by 4:30 p.m. on Friday, 2 May 2025 will become entitled to attend and vote at the Court Meeting and qualify as Scheme Shareholders for entitlements under the Scheme.

In respect of the Share Options which had not been vested as at the Latest Practicable Date, Optionholders will be entitled to accelerated vesting during the Exercise Period in accordance with the terms of the Share Option Scheme. Such Optionholders have the choices to (i) exercise their Share Options during the Exercise Period, (ii) accept the Option Offer, (iii) reject the Option Offer, or (iv) do nothing, as further elaborated in paragraphs (a), (b)(ii), (c) and (d) below respectively. Given that the Court Meeting Record Date is expected to take place before the Exercise Period, such Optionholders will not be entitled to attend and vote at the Court Meeting in respect of the unvested Share Options.

In summary, the choices available to you in respect of your outstanding Share Option(s) are:

- (a) to the extent any of your outstanding Share Option(s) is not exercised on or prior to the Latest Option Exercise Time, if you are a holder of the outstanding Share Option(s) as at the Option Offer Record Date (i.e. your outstanding Share Option(s) will not lapse prior to the Option Offer Record Date under the terms of its grant or the terms of the Share Option Scheme), you may accept the Option Offer in respect of all your outstanding Share Option(s) in accordance with its terms, as set out in this letter, the Scheme Document and the accompanying Form of Acceptance and elect by signing and returning the completed Form of Acceptance in accordance with the instructions therein, by not later than 4:30 p.m. on Monday, 9 June 2025 (or such later time and/or date as may be notified to you by way of joint announcement by the Offeror and the Company on the website of the Stock Exchange), to receive the Option Offer Price for your relevant outstanding Share Option(s) if the Scheme becomes effective; or
- (b)
  - (i) in respect of the Share Options that had vested and become exercisable as at the Latest Practicable Date, you may in accordance with the terms of the Share Option Scheme, exercise all of your outstanding Share Option(s) (to the extent not already exercised) to its full extent or to the extent specified in your notice of exercise of outstanding Share Options by the Latest Option Exercise Time. Optionholders who exercise their outstanding Share Option at or before 4:30 p.m. on Friday, 2 May 2025 will be entitled to attend and vote at the Court Meeting and qualify as Scheme Shareholders for entitlements under the Scheme. In any event, to ensure that they can qualify for entitlements under the Scheme before the Scheme Record Date, Optionholders shall exercise their outstanding Share Options before the Latest Option Exercise Time. Any Share issued as a result of the exercise of such Share Option(s) as mentioned above, conditional on the passing of the resolution to be proposed at the Court Meeting to approve the Scheme, will be subject to and eligible to participate in the Scheme;
  - (ii) in respect of Share Options that had not yet vested as at the Latest Practicable Date, you may exercise all of your outstanding Share Option(s), by way of accelerated vesting in accordance with the rules of the Share Option Scheme, to its fullest extent specified in your notice of outstanding Share Options during the Exercise Period and by the Latest Option Exercise Time. To ensure that they can qualify for entitlements under the Scheme before the Scheme Record Date, Optionholders shall exercise their outstanding Share Options by the Latest Option Exercise Time. Any Shares issued as a result of the exercise of such Share Option(s) as mentioned above, conditional on passing the resolution to be proposed at the Court Meeting to approve the Scheme, will be subject to and eligible to participate in the Scheme. Please refer to the Scheme Document for details of the Scheme and the Proposal in this regard;

- (c) you may reject the Option Offer in accordance with its terms, as set out in the Option Offer Letter and in the Scheme Document, and tick the “Reject” box on the Form of Acceptance and return it in accordance with the instructions therein. If you reject the Option Offer, you will not be entitled to receive the Option Offer Price in respect of any of your outstanding Share Options if the Scheme becomes effective. If you reject the Option Offer and do not exercise all of your outstanding Share Option(s) (to the extent not already exercised) within the Exercise Period, and the Scheme becomes effective, your outstanding Share Options (vested or unvested as at the Latest Practicable Date) will lapse automatically on the Effective Date, and you will receive neither the Option Offer Price nor the Scheme Consideration. For any Share Option being exercised after the Latest Option Exercise Time but before the Scheme Record Date, the Offeror and the Company may at their sole discretion decide on whether or not to issue the underlying Shares to the Optionholders so that they can qualify for entitlements under the Scheme. If the Offeror and the Company decide not to issue the underlying Shares under the foregoing circumstance, and the Option Offer was not accepted by 4:30 p.m. on Monday, 9 June 2025 in respect of such Share Options, such Share Options (vested or unvested as at the Latest Practicable Date) will also lapse automatically on the Effective Date; or
- (d) do nothing, in which case, conditional on the passing of the resolution to be proposed at the Court Meeting to approve the Scheme, and the Scheme becoming effective, your outstanding Share Options (vested or unvested as at the Latest Practicable Date) will lapse automatically on the Effective Date, and you will receive neither the Option Offer Price nor the Scheme Consideration.

**NOTICE TO OPTIONHOLDERS: If you neither: (i) exercise your Share Options by 4:30 p.m. on Wednesday, 21 May 2025 nor (ii) accept the Option Offer by 4:30 p.m. on Monday, 9 June 2025, then your Share Options (vested or unvested as at the Latest Practicable Date) may automatically and immediately lapse on the Effective Date.**

For further details, please refer to the remaining sections of this letter, the Scheme Document, the Form of Acceptance and the terms of the Share Option Scheme.

#### **ACTIONS TO BE TAKEN FOR ACCEPTING THE OPTION OFFER**

In order to accept the Option Offer, you must complete and return the duly completed and executed Form of Acceptance together with relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding Share Option(s) to you or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) to the Company at 3 Fusionopolis Way, #14-21 Symbiosis, Singapore 138633 for the attention of Ms. Sylvia Sundari Poerwaka and marked “Anacle Systems Limited — Option Offer” by 4:30 p.m. on Monday, 9 June 2025 (or such later time and date as may be notified to you by the Offeror or the Company or by way of joint announcement by the Offeror and the Company on the website of the Stock Exchange). If you do not complete and return a Form of Acceptance in accordance with the above prior to the deadline, subject to and conditional upon the Scheme becoming effective, your outstanding Share Option(s) will lapse.

Before returning the Form of Acceptance, please ensure that you have duly executed the Form of Acceptance and that your signature has been witnessed.

No acknowledgement of receipt of any Form of Acceptance, the relevant certificate(s) (if any) or any other document(s) evidencing the grant of the outstanding Share Option(s) or other document(s) of title or entitlement (and/or any satisfactory indemnity of indemnities required in respect thereof) will be given.

#### **OUTSTANDING SHARE OPTIONS HELD AS AT THE LATEST PRACTICABLE DATE**

Information on the outstanding Share Option(s) held by you as at the Latest Practicable Date is available from the Finance Department of the Company. If there is any exercise of your outstanding Share Option(s) after the Latest Practicable Date, you may accept the Option Offer only in respect of such outstanding Share Option(s) which remain unexercised as at the Option Offer Record Date.

#### **LAPSED SHARE OPTION**

Please note that nothing in this letter or the Scheme Document serves to extend the life of a Share Option which lapses, will lapse, or has already lapsed, under the terms of its grant or the terms of the Share Option Scheme. As such, you may exercise the outstanding Share Option (to the extent not already exercised) prior to the lapsing of the Share Options in accordance with the terms of the Share Option Scheme and this Option Offer Letter and the Scheme Document, but you cannot accept the Option Offer in respect of a outstanding Share Option which will have lapsed in accordance with its terms on or before the Option Offer Record Date.

**Any Share Options (vested or unvested as at the Latest Practicable Date) granted under the Share Option Scheme that are not exercised or (if applicable) cancelled pursuant to the acceptance of the Option Offer will automatically lapse on the Effective Date.**

#### **PROFESSIONAL ADVICE**

The information provided in this letter is intended to give you factual details on which to base your decision as to the action you wish to take in respect of the Option Offer.

If you are in doubt as to any aspect of this letter, the Scheme Document, the Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

## DECLARATION

By signing and returning the completed Form of Acceptance, you thereby, amongst other things as set out further in the Form of Acceptance:

- (a) warrant and confirm that each outstanding Share Option in respect of which you accept the Option Offer is valid and subsisting, free from all liens, charges, mortgages and third party interests of any nature whatsoever and you acknowledge that any option certificate or documents in respect of such outstanding Share Option shall become void once that outstanding Share Option has been cancelled as a result of your acceptance of the Option Offer pursuant to the Form of Acceptance;
- (b) acknowledge and agree that you cease to have any rights and obligations, and waive all rights and claims against any party (including the Offeror and the Company), in respect of all the outstanding Share Option(s) held by you for which you accept the Option Offer, and that all rights and obligations under all such outstanding Share Option(s) will be cancelled;
- (c) confirm that the decisions which you have made on the Form of Acceptance cannot be withdrawn or altered;
- (d) authorise the Offeror, the Company, Somerley and/or such person or persons as any of them may direct to do all acts and things and to complete, amend and execute any document on your behalf as may be necessary or desirable to give effect to or in connection with the acceptance you have made on the Form of Acceptance, and you hereby undertake to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable in respect of such acceptance;
- (e) undertake to confirm and ratify any action properly or lawfully taken on your behalf by any person authorised or appointed by or pursuant to this letter and the Form of Acceptance; and
- (f) confirm that you have read, understood and agreed to the terms and conditions of the Option Offer (including, without limitation, those set out in the Scheme Document, this letter and the Form of Acceptance), and that you have received and read the Scheme Document and this letter.

## GENERAL

- (a) All communications, notices, Form of Acceptance, cheques, certificates and other documents of any nature to be delivered by or sent to or from the Optionholders will be delivered by or sent to or from them, or their designated agents, at their risk, and none of the Offeror, the Company, Somerley, the Independent Financial Adviser, the Share Registrar or any of them and their respective nominees, directors, employees, officers, agents, advisers, associates and affiliates and any other persons involved in the Proposal accepts any liability for any loss or any other liabilities whatsoever which may arise as a result.
- (b) The provisions set out in the Form of Acceptance form part of the terms of the Option Offer.
- (c) The Option Offer and all acceptances will be governed by and construed in accordance with the laws of Hong Kong.
- (d) Due execution of the Form of Acceptance in respect of the Option Offer will constitute an authority to the Offeror, the Company, Somerley, or such person(s) as any of them may direct to complete and execute on behalf of the accepting Optionholder, the Form of Acceptance and any document and to do any other act that may be necessary or expedient for the purpose of cancelling, or vesting in the Offeror or such person(s) as the Offeror shall direct, all rights of the Optionholders in respect of the outstanding Share Option(s) which are the subject of such acceptance.
- (e) The delivery of the Form of Acceptance, duly signed, may, if the Offeror determines it appropriate, be as effective as if it were duly completed, executed and received notwithstanding that it is not completed, executed or received strictly in accordance with the instructions set out the Form of Acceptance and this letter, including the date specified for receipt or the absence of any witness attesting to the execution of any Form of Acceptance.
- (f) By completing the Form of Acceptance in respect of a particular outstanding Share Option, you irrevocably and at your own risk elect to authorise the Offeror, the Company, Somerley and/or their respective agent(s) to send to you, or procure the sending to you of, the payment to which you are entitled.
- (g) Any acceptance of the Option Offer and the receipt of cash consideration may trigger taxes subject to withholding obligations of the Offeror and/or the Company. The Option Offer Price will be paid to you net of such applicable taxes, if any. All Optionholders are recommended to consult their professional advisers if in any doubt as to the taxation implications of the Option Offer.

## **RESPONSIBILITY STATEMENT**

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this letter (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 letter (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 letter, the omission of which would make any statement in this letter misleading.

This letter, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules 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 letter (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 letter misleading.

The directors of the Offeror jointly and severally accept full responsibility for the accuracy of the information contained in this letter (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 letter (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 letter, the omission of which would make any statement in this letter misleading.

The directors of MRI jointly and severally accept full responsibility for the accuracy of the information contained in this letter (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 letter (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 letter, the omission of which would make any statement in this letter misleading.

Yours faithfully

For and on behalf of

**Management Reports International Pte Ltd**

By:   
Name: John Ensign  
Title: President