

Date:

SHAREHOLDERS' AGREEMENT

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This Shareholders' Agreement ("**Agreement**") is made on _____ between:

PARTIES

(1) _____ (NRIC/Passport No.: _____) whose address is at _____
and

(2) _____ (NRIC/Passport No.: _____) whose address is at _____

(collectively, the "**Shareholders**")

BACKGROUND

(A) _____ is a private _____ limited by _____ incorporated and _____ in Malaysia with company number _____ whose place of business is at _____ ("**Company**").

(B) The parties have _____ to enter into this _____ for the _____ of regulating their _____ as _____ in the _____.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions shall apply in this Agreement.

Constitution	the _____ of the _____ as _____ from time to _____.
Board	the board of _____ from time to _____ of the _____.
Business	_____.
Business Day	a day (not _____ a Saturday or a _____ or public holidays in _____) on which _____ are _____ for business in _____.
Encumbrance	any _____ or equity of any _____ (including any _____ to _____, right of _____) or any _____, charge, _____, lien, hypothecation, _____ interest, title _____ or any other _____ or _____.
Shareholder	_____ party from _____ to time to this _____ (excluding _____).
Shareholder Consent	the _____ written _____ of all _____.
Shareholding Proportion	the _____ shareholding _____ of the _____ and as may be varied _____ time to time upon _____ agreement of the _____ and in with this _____.
Shares	_____ (of any class) in the _____ of the _____ from _____ to time.

- 1.2 Clause [redacted] shall not affect the [redacted] of this [redacted].
- 1.3 [redacted] to [redacted] are to clauses of this [redacted].
- 1.4 A [redacted] to this [redacted] or to any other [redacted] or [redacted] referred to in this [redacted] is a [redacted] to this [redacted] or such other [redacted] or [redacted] as varied, [redacted] or novated (in [redacted] case, other than in [redacted] of the provisions of this [redacted] or the [redacted] of the [redacted] or [redacted] in question, as [redacted]) from time to [redacted].
- 1.5 [redacted] and [redacted] defined in the [redacted] Companies Act 2016 [redacted] bear the [redacted] in this [redacted].
- 1.6 [redacted] the context [redacted] requires, [redacted] in the singular [redacted] include the [redacted] and in the [redacted] shall [redacted] the [redacted].
- 1.7 A person [redacted] a natural [redacted], corporate or [redacted] body ([redacted] or not [redacted] a [redacted] legal [redacted]).
- 1.8 A [redacted] to [redacted] or written includes [redacted] but no other [redacted] form.
- 1.9 Any words [redacted] the [redacted] including, include, in [redacted] or for [redacted] or any [redacted] shall be [redacted] as [redacted] and shall not [redacted] the [redacted] of the [redacted], [redacted], definition, [redacted] or term [redacted] those terms.
- 1.10 [redacted] the [redacted] permits, [redacted] and [redacted] are [redacted] and shall [redacted] limit the [redacted] of the words [redacted] them.
- 1.11 A reference to a [redacted] or statutory [redacted] is a [redacted] to it as amended, [redacted] or re-[redacted] from time to [redacted].
- 1.12 A [redacted] to a [redacted] or [redacted] provision [redacted] include all [redacted] legislation [redacted] from time to [redacted] under that statute or [redacted] provision.
- 1.13 Any [redacted] on a party not to do something [redacted] an [redacted] not to [redacted] that thing to [redacted] done.
- 1.14 Unless otherwise [redacted] in this Agreement all, [redacted], undertakings, [redacted] and other [redacted] given or [redacted] into by [redacted] than one [redacted] in this [redacted] are given or [redacted] into [redacted] and [redacted].

2 BUSINESS OF THE COMPANY

- 2.1 The [redacted] objective of the [redacted] is to carry out the [redacted], subject to [redacted] from time to time as may be [redacted] by the Companies Act 2016 and the [redacted] of the [redacted], as [redacted].
- 2.2 The [redacted] will be [redacted] in the best [redacted] of the [redacted] on prudent [redacted] profit making [redacted]. Each of the [redacted] shall use its [redacted] best [redacted] to [redacted] out the [redacted] to the [redacted] of the [redacted].

3 SHARE CAPITAL

- 3.1 [redacted] of the [redacted] agrees that the [redacted] shareholdings of the [redacted] shall at all times and [redacted] the [redacted] of this [redacted] be [redacted] in the [redacted] proportions:

Party

Shareholding Proportions

[redacted]

[redacted]

[redacted]

[redacted]

Total

[redacted]

- 3.2 Unless [redacted] agreed between the [redacted], in the [redacted] that for any [redacted] whatsoever [redacted] is a change in the [redacted] Proportions, the Parties [redacted] be entitled to [redacted] and [redacted] on a new [redacted] agreement to [redacted] their rights inter [redacted] of the [redacted].

4 REPRESENTATION AND WARRANTIES

- 4.1 The _____ represent and warrant to each other as follows:
- 4.1.1 (where the _____ is a _____), it is a legal _____ duly _____ and validly existing _____ the laws;
- 4.1.2 (where the _____ is an _____), it is not a _____ and has _____ capacity to _____ into this Agreement;
- 4.1.3 it has _____ and _____ to enter _____ and perform its _____ under this _____;
- 4.1.4 the _____ into and _____ of its _____ under this _____ will not breach any _____;
- 4.1.5 all necessary _____ for the entering into and _____ of its _____ under this _____ have been _____;
- 4.1.6 its _____ under this _____ are valid, _____ and _____; and
- 4.1.7 as the date of this _____, it is not _____ in any actions, _____ or _____ for dispute _____, and to _____ knowledge _____ are no _____, arbitrations or other _____ for dispute _____ initiated _____ it and _____ for _____.

5 FINANCING

- 5.1 Each of the _____ shall _____ its best _____ to _____ financing for the _____. If _____, in _____ with this _____ and in an _____ solely _____ by the _____.
- 5.2 As _____ as possible, _____ for the _____ shall be _____ from the _____ sources _____ in the _____ order of _____:
- 5.2.1 _____ from _____ and financial _____ on the most _____ terms _____ as to the _____ interest rate _____, repayment and _____, but without _____ a prospective _____ a right to _____ in the _____ capital of the _____ or in the _____ as _____ of making _____ the _____; and
- 5.2.2 _____ any other source of _____ to be _____ agreed by the _____.
- 5.3 _____ is no _____ on the _____ to _____ any further finance to the _____ but if they do so, the _____ shall _____ the finance in _____ to the _____ Proportions otherwise _____ in writing _____ the _____.

6 ACCOUNTING

- 6.1 The Parties agree that:
- 6.1.1 the Company _____ at all _____ maintain _____ and complete _____ and other records in _____ with the _____ of the _____, the Malaysian Reporting _____ and the _____ Financial _____ Standard;
- 6.1.2 all _____ and _____ that are _____ in the _____ of the Business _____ be determined and _____ by the _____ according to _____ accepted _____ and shall be _____ to periodic _____ and audit;
- 6.1.3 subject to the _____ of the _____, each of the _____ and their representatives _____, subject _____ at least _____ Business Days' _____ to the Company, be _____ access at all _____ times to _____ the _____ and of the _____; and
- 6.1.4 subject to the _____ of the _____, each of the _____, at its _____ cost, has the _____ to _____ auditors (_____ individually or _____) or send _____ respective _____ to _____ both _____ and _____ auditing of the _____ books, _____ and data provided _____ notice is _____ and it is _____ to the _____.
- 6.2 The _____ will procure the _____ to _____ to a _____ in a timely _____ upon request of such _____ as will _____ for such _____ to comply _____ its own _____ practices or the _____ of any law, _____ or order of _____ with over the _____.

- 6.3 The [redacted] shall cause the [redacted] to prepare and [redacted] to the [redacted] all financial information and [redacted] that any [redacted] of the [redacted] may reasonably [redacted] to assess the [redacted] and projected [redacted] and operating state of the [redacted].
- 6.4 The [redacted] shall [redacted] that the [redacted] shall at all [redacted] follow [redacted] corporate governance [redacted] in respect of its [redacted], management, [redacted] and internal [redacted] of the [redacted] and the Company's [redacted] accounts [redacted] be [redacted] in [redacted] with the [redacted].

7 TRANSFER OF SHARES

- 7.1 No [redacted] shall sell, [redacted], assign, [redacted], charge or [redacted] dispose of any [redacted] or any interest in any [redacted] except as [redacted] by this [redacted].
- 7.2 If a [redacted] enters [redacted] an [redacted] for the sale of [redacted] of [redacted] ("the Relevant Shares") to a [redacted] party, the other [redacted] Shareholders [redacted] first be [redacted] the [redacted] to purchase the Relevant [redacted]. The Shareholder [redacted] to sell the Relevant Shares in the [redacted] (the "[redacted]") shall first [redacted] a notice in [redacted] ("Transfer Notice") to the [redacted] of its [redacted] to sell the Relevant [redacted]. The [redacted] Notice shall [redacted] the [redacted] as the [redacted] of the [redacted] for the [redacted] of the Relevant [redacted] to the [redacted] other than the [redacted] at the [redacted] stated in the [redacted] with the [redacted] party ("the Agreed Price"). The Transfer [redacted] shall not be [redacted] except with the [redacted] of the other [redacted].
- 7.3 The other [redacted] shall be [redacted] to purchase the [redacted] Shares at the [redacted] Price for a [redacted] of month (the "Prescribed Period"). Such offer [redacted] be open for [redacted] at any time within the [redacted] Period. The [redacted] (s) so [redacted] the offer [redacted] be [redacted].
- 7.4 In the [redacted] of competition [redacted] two or more [redacted], each [redacted] shall [redacted] the [redacted] to the [redacted] Shares pro [redacted] in [redacted] with the [redacted] Proportion of [redacted] the Purchasers [redacted] the [redacted] must [redacted] all the [redacted] Shares offered. Upon [redacted] of such [redacted] by one or [redacted] Purchasers [redacted] the Prescribed [redacted] the Transferor [redacted] be [redacted] to [redacted] the Relevant [redacted] to the [redacted] at the Prescribed Price.
- 7.5 If the [redacted] of the Relevant [redacted] at the [redacted] Price shall not be [redacted] by the [redacted] then the [redacted] shall be at [redacted] to [redacted] or [redacted] of the [redacted] within a [redacted] of month from the [redacted] of the Prescribed [redacted] to the [redacted] party [redacted].
- 7.6 If, following a [redacted] of Shares in [redacted] with this [redacted], a Shareholder [redacted] hold no [redacted] Shares ([redacted] any Shares [redacted] by his [redacted] representatives, [redacted] and [redacted] assigns) he will [redacted] cease to [redacted] a party to this [redacted], but such [redacted] shall not [redacted] any rights, [redacted], obligations or [redacted] of that [redacted] which [redacted] at or [redacted] the date of [redacted].
- 7.7 No [redacted] shall, [redacted] with [redacted] Consent, [redacted], transfer or [redacted] dispose of any [redacted] to any [redacted] who is not a [redacted] to this [redacted] first [redacted] from that [redacted] a deed or [redacted] suitable [redacted] agreeing to be [redacted] by all the [redacted] of this [redacted].

8 ISSUE OF ADDITIONAL SHARES

- 8.1 If the [redacted] wishes to issue [redacted] Shares, the [redacted] shall [redacted] (so far as is [redacted] in the [redacted] of their [redacted] and powers) [redacted] the [redacted] gives [redacted] to [redacted] stating the [redacted] of Shares to be [redacted] and the [redacted] of the Shares.
- 8.2 Each [redacted] shall [redacted] the [redacted], but [redacted] the [redacted], to [redacted] for, at [redacted] price in the [redacted], that [redacted] of the Shares [redacted] to be [redacted] which the [redacted] of [redacted] held by him [redacted] to the [redacted] number of [redacted] shares in [redacted] at the [redacted] the [redacted] its notice. [redacted] Shareholder [redacted] exercise the [redacted] by giving [redacted] to the [redacted], at any [redacted] within [redacted] days [redacted] the [redacted] notice, [redacted] by a [redacted] draft [redacted] to the [redacted] in [redacted] of full [redacted] for the [redacted] to be [redacted] for.
- 8.3 Any [redacted] referred to in the [redacted] notice, in [redacted] of which the [redacted] do not [redacted] their [redacted], may be [redacted] by the [redacted] in [redacted] with its [redacted] that any such [redacted] is completed [redacted] days [redacted] the Company's [redacted].
- 8.4 All [redacted] issued from [redacted] to [redacted] by the [redacted] must, [redacted] otherwise [redacted] by all the [redacted] Shareholders, [redacted] with the then existing [redacted] and [redacted] Shares of [redacted].

9 SHAREHOLDERS' MEETINGS

- 9.1 The _____ shall hold its _____ meeting in _____ with the _____ and its _____, as _____:
- 9.2 _____ to the _____ of the _____ at least _____ days prior written _____ (in case _____ only ordinary _____ are to be _____) or at least _____ days prior written notice (in the _____ where special _____ are to be _____) must be _____ to the _____ before the day _____ for a _____.
- 9.3 Every _____ of a general _____ of the _____ shall _____ the date, _____, place, _____ to be _____ and _____ by a _____ agenda _____ the _____ to be _____ at that _____.
- 9.4 The _____ may _____ in the _____ meeting of the _____ through the _____ of a conference _____ or other _____ equipment _____ such _____ shall be considered _____ in _____ so long as all _____ in such _____ can hear one another.
- 9.5 The _____ for all _____ meetings of the _____ shall be _____ persons being _____ the meeting _____ which shall _____ of at least one _____ duly _____ by each Shareholder.
- 9.6 If within 30 _____ from the _____ duly fixed for a _____ meeting, the _____ for _____ meeting is not _____, the _____ shall _____ stand _____ to convened _____ later at the _____ time and _____ ("**Adjourned General Meeting**").
- 9.7 If within _____ minutes _____ the time duly _____ for the _____ the _____ for general _____ is not _____, the _____ shall _____ stand _____ again to be convened _____ Business Days _____ at the same _____ and place ("**Second Adjourned General Meeting**").
- 9.8 If within _____ minutes of _____ time duly _____ for the Second _____ General Meeting, the general _____ is not _____, the _____ shall be _____ and this shall _____ a _____ to be _____ under _____ (Deadlock).
- 9.9 Each _____ (or its _____ or proxy or _____ duly _____) shall _____ one _____ if a _____ is put to the _____ of a _____ by a show of _____.
- 9.10 Each _____ (or its _____ or proxy or other duly _____ representative) shall _____ one _____ for every _____ that it holds if a poll is _____.
- 9.11 _____ a quorum is present at a general meeting of the _____, a simple majority vote of those present and voting, will constitute a valid _____ save and except (i) for the shareholders' reserved matters stated in _____ below which shall be _____ by the _____ Consent and (ii) those resolutions that require a three-fourth majority as prescribed in the _____ Act 2016.
- 9.12 In the _____ of an _____ of _____ on a _____ of hands, the _____ will be _____ on a poll _____.
- 9.13 In the _____ of an _____ of _____ on a poll _____, the _____ will be treated as a _____.
- 9.14 _____ to the provisions of the _____ a _____ in writing _____ by _____ of the _____ entitled to _____ and vote at general _____ of the _____ (or their proxy or _____ duly authorised _____) will be _____ and effective as if the _____ had been _____ at a _____ meeting of the _____ duly _____ and held, and _____ such _____ be in _____ signed by one or _____ of the _____.

10 MATTERS REQUIRING SHAREHOLDER CONSENT

- 10.1 _____ there is _____ Consent _____ of the _____ individually shall _____ any of their _____ rights or _____ of _____ over the _____ so that the _____:
- 10.1.1 _____ sells, _____, leases or _____ or _____ disposes of a _____ part of _____, _____ and/or assets of the _____ or _____ so to do _____ or not _____ valuable _____;
- 10.1.2 _____ is or _____ be _____ up other than as _____ provided for in _____ or if the _____ becomes _____;
- 10.1.3 _____ into any contract or _____ in the _____ and proper _____ of the Business _____ terms;

- 10.1.4 or raises including any leasing (but not trade credit) excess of or any other from time to time by the , or any , , lien or other over the or assets of the , or factors, ; or disposes of any debts or other owed to the ;
- 10.1.5 incurs expenditure in excess of or such other as may be agreed by the from time to ;
- 10.1.6 any meeting of or business at such a without of each or that authorised or ;
- 10.1.7 the ;
- 10.1.8 alters (a conditional) any or restrictions to the in the of the (or any thereof) issuing Shares the capital than in with this ;
- 10.1.9 or any into , or any following ;
- 10.1.10 or its own ;
- 10.1.11 a or in any matter would about a in the or the in the is conducted;
- 10.1.12 its ;
- 10.1.13 to be a ;
- 10.1.14 or with other or , or directly or any in any or other convertible into of any , or forms or any ;
- 10.1.15 any or in of or to the or of, or any or any on of any ;
- 10.1.16 or to lend, any or any to any otherwise in ordinary of the of the to person for of making with its ;
- 10.1.17 takes major relating to the (including the) of legal to which the is a (a potential liability, or , in of as for these);
- 10.1.18 any Director under below (except in with below).

11 DIRECTORS

- 11.1 The management of the shall be the or by in the and to the determined time to by the Board of .
- 11.2 Each holding of in the shall the to and in office one as a director of the (including) and to any so and, his , to appoint person to act as a in .
- 11.3 An or in with shall be by notice in to the , to other and, in the of removal of a , to the being . The or removal effect on the on the is by the or, if a later is in the , on that .
- 11.4 In the that any disposes of its , such shall the of the by it. The removing a shall the and keep the other from and any of nature out of the from .

12 BOARD MEETINGS

- 12.1 Unless _____ agreed by the _____, all _____ of the _____ will be _____ at such _____ and at such _____ as shall from _____ to time be _____ by the Board.
- 12.2 The _____ secretary of the _____ will, upon the _____ of any _____ a _____ of the _____ to be held within _____ days of _____ of a _____ in writing _____ by a Director.
- 12.3 At least _____ days' notice _____ be given for _____ of the _____ or their _____ (unless _____ agreed all the _____) and a _____ agenda _____ the _____ to be _____ at that _____ must be _____ together _____ the notice _____ the _____ at least _____ days _____ to _____ duly _____ for the _____.
- 12.4 The _____ may _____ in the _____ the use of a _____ or other _____ and _____ Directors _____ be considered _____ in _____ so long as all _____ participating in _____ meeting _____ hear one _____.
- 12.5 The _____ for any _____ meeting shall be _____ being _____ throughout the _____ which _____ consist of at _____ one _____ nominated _____ each of the _____.
- 12.6 If _____ 30 minutes _____ the time _____ fixed for the _____, the _____ for Board _____ is not _____ the _____ shall _____ stand _____ to be convened _____ Business _____ later at the same _____ and _____ ("**Adjourned Board Meeting**").
- 12.7 At the _____ the quorum _____ be any _____ Directors (or their alternates) present _____ or by his _____ at the time _____ the _____ business is _____, and if no _____ is present at the _____ within _____ from the _____ time _____ for the _____ Board Meeting, the _____ shall be _____ and _____ Board _____ shall thereafter be _____ to a _____ meeting.
- 12.8 At each _____ of the _____ and in _____ of each _____ to the _____, each _____ have one _____ In the _____ of an _____ of _____, the _____ of a Board _____ shall have a _____ vote in _____ to his _____ vote.
- 12.9 All _____ to be _____ by the _____ (and all _____ to be _____ by the Board) _____ be _____ by a _____ majority _____ of the _____ present and _____.
- An _____ Director _____ be _____ to _____ on the _____ transaction after _____ his _____ in _____ with the _____ and the _____.
- 12.11 A _____ in _____ which is _____ to all _____ and _____ by a _____ majority _____ the _____ entitled to receive _____ of a _____ of _____ shall be _____ and _____ as if it had _____ been _____ at a _____ meeting of the _____ duly _____ and held _____ any such _____ be in _____ by one or more of the _____.

13 RESTRICTIONS ON THE PARTIES

- 13.1 Except with _____ Consent, no _____ shall, at _____ time _____ the party in _____ is a _____, and in the _____ of a _____ all his _____ for a _____ of _____ such _____:
- 13.1.1 _____ or _____ business _____ to the _____ Business;
- 13.1.2 _____ or _____ any of _____ Company's _____, agents, _____ or _____ to _____, _____ or _____ its _____, _____ or _____ to it;
- 13.1.3 _____ cause, _____ or _____ any of the _____ to leave its _____ or to do _____ that would _____ any one of _____ to be in _____ of their _____ with _____; and
- 13.1.4 _____ cause or _____ any of the _____ customers to _____ to do _____ with the _____.

14 DEADLOCK RESOLUTION

- 14.1 For the _____ of _____ clause, '**Deadlock**' _____ be _____ to have _____ if one _____ give _____ in _____ to the _____ Shareholders, _____ to this _____, that a _____ matter _____ been _____ or _____ by the _____ or _____ of them at a _____ of the _____ and not _____ upon is to be _____ again _____ a special _____ (convened _____ for the _____ by not _____ than _____ Days' _____ notice _____ by any _____ to the _____ other _____ stating the _____ and place of _____ meeting) and _____:

- 14.1.1 required approval in of such is again not , or
- 14.1.2 there not be a at such within hour after time for such
- 14.2 If a shall , the or voting or in the vote on the referred to in above ("Server") be to on the other a notice ("Deadlock Resolution Notice") that the other all (but some only) of the Shares in the . In this , the shall be to purchase the at fair to be by the Company .
- 14.3 The of the fair of the shall be to the auditors 28 Days of the date of the Deadlock Resolution Notice. of the and shall place within Business Days of the of the auditor's of the fair of the
- 14.4 Unless by the other , the other shall be to to proportion of the Shares as the of held by them to the total of held by the other .

15 DURATION AND TERMINATION

- 15.1 The shall continue the for so as the remains solvent and on the Business as a limited
- 15.2 Subject to Agreement shall immediately the of any of the events:
- 15.2.1 when a is passed by the or creditors of the , or an is by a court or other body for the to be up and its assets ;
- 15.2.2 the of a , or over whole or any of the of the , or the of any with the of the for the , business and of the to be by a ; or
- 15.2.3 when, as a of transfers of made in with this or the , only person as legal and holder of the .
- 15.3 On of this , the that typically survive shall in force.
- 15.4 of this shall not any rights, , obligations or of any of the that have up to the of termination, the right to damages in of any of the which at or the date of .
- 15.5 Where, an event to in the is to be up and its distributed, the shall agree a basis for with the and of the and shall to that, before ;
- 15.5.1 all existing of the are to the that are ;
- 15.5.2 the not enter any new obligations;
- 15.6 the assets are as soon as

16 STATUS OF THIS AGREEMENT

- 16.1 Each shall, to the that is able to do so, his rights and of control available him as a of the to that the of this are and promptly and full force according to spirit and of the .
- 16.2 If is an inconsistency any of the of this and the of the , the of this shall as the parties.
- 16.3 Each shall, when , exercise his of and any rights powers available to him as a of the to amend, or a

conflicting in the to the necessary to the and its
to be as in this .

17 CONFIDENTIALITY

- 17.1 Except to the extent by law or any or authority of jurisdiction:
- 17.1.1 no party shall to any (other his professional) the terms of this or any secret or other information to the Company, or any of such other to the extent for the of or his rights and under this ; and
- 17.1.2 no shall , or any to make, any public or concerning this without Consent.

18 ASSIGNMENT AND OTHER DEALINGS

- 18.1 No shall , transfer, or in any other with any or of his and under this without the prior consent of other .
- 18.2 Each party that he is on his own and not for the of any other .

19 ENTIRE AGREEMENT

This the entire between the and and all previous discussions, , drafts, , promises, , warranties, and them, whether or oral, to its

20 VARIATION AND WAIVER

- 20.1 No of this shall be unless it is in and by the parties (or their).
- 20.2 failure or by a to any right or provided this or by shall a of that or any right or , shall it or the further of that or any right or . No single or exercise of right or remedy prevent or the exercise of or any right or . A of right or under this or by is only if it is in .
- 20.3 Except as provided in this , the rights and provided this are in to, and not of, any rights or provided by .

21 COSTS AND EXPENSES

as provided in this , each party pay his own and incurred in connection the , preparation, and of this (and any referred to in it).

22 NO PARTNERSHIP OR AGENCY

in this Agreement is to, or shall be to, any or joint between the or any party the of another .

23 NOTICES

- 23.1 A or other to a party or in with this shall be in and shall be by , fax or sent by post to:

Name of Shareholder 1 :

Address :

Telephone No :

Fax No. :

Attention :

Name of Shareholder 2 : _____

Address : _____

Telephone No : _____

Fax No. : _____

Attention : _____

23.2 Delivery of a _____ is deemed to have _____ place (_____ that all other _____ in this _____ have been _____) if _____ by _____, at the _____ the _____ is left at the _____, or if _____ by fax, at the _____ of transmission, or if _____ by post on the _____ Business day after posting, _____ such _____ would occur _____ business hours (_____ pm _____ to Friday on a _____ that is not a _____ holiday in the _____ of deemed _____), in which _____ deemed _____ will _____ when _____ next _____ in the _____ of receipt (and all _____ to _____ are to _____ in the _____ of receipt).

23.3 This _____ does not apply to the _____ of any _____ or other _____ in any legal action.

24 SEVERANCE

If any _____ or _____ of this _____ is or becomes _____, illegal or _____, it shall be deemed _____ to the _____ extent _____ to make it valid, _____ and _____. If _____ is not _____, the _____ provision or _____ shall be _____ deleted. Any _____ to or _____ of a _____ or _____ under this _____ shall not _____ the _____ and _____ of the rest of this _____.

25 COUNTERPARTS

This _____ may be _____ in any number of _____, each of _____ when _____ and _____ shall _____ a _____ original, but all the _____ shall together _____ the one _____.

26 GOVERNING LAW AND JURISDICTION

26.1 This _____ and any _____ or claim (_____ non-contractual _____ or claims) _____ out of or in _____ with it or its subject matter or _____ shall be _____ by and _____ in _____ with the law of _____.

26.2 Each party _____ agrees _____ the courts of _____ shall _____ exclusive _____ to settle any _____ or claim (_____ non-contractual _____ or claims) _____ out of or in _____ with this _____ or its subject _____ or _____.

The Parties _____ on the date _____ above _____ this Agreement.

SIGNED by)
 (NRIC/Passport No.:)
in the presence of:-)

.....
Witness
Name:
NRIC/Passport No.:

.....
Name
NRIC/Passport No.:

SIGNED by)
 (NRIC/Passport No.:)
in the presence of:-)

.....
Witness
Name:
NRIC/Passport No.:

.....
Name
NRIC/Passport No.: