

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

SHARE PURCHASE AGREEMENT

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This Share Purchase Agreement ("**Agreement**") is dated [REDACTED] between:

PARTIES

(1) [REDACTED], a company incorporated and registered in Malaysia whose registered office is at [REDACTED] ("**Seller**");

AND

(2) [REDACTED] (Company No.: [REDACTED]), a company incorporated and registered in Malaysia whose registered office is at [REDACTED] ("**Buyer**").

Each of the Seller and the Buyer is referred to as "**Party**" and collectively, as the "**Parties**".

RECITALS

(A) [REDACTED] at the date of this [REDACTED], the Seller is the legal and [REDACTED] owner of the Sale [REDACTED] (as defined below), all of which are free from [REDACTED] (as defined below).

(B) The Seller has [REDACTED] to sell and the Buyer has [REDACTED] to buy the [REDACTED] Shares (as defined below) the Seller, [REDACTED] to the terms and [REDACTED] of this [REDACTED].

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Accounts	the audited [REDACTED] the Company as at and to the [REDACTED] Date, [REDACTED] the balance sheet and [REDACTED] and [REDACTED] account (together with the notes on them), [REDACTED] cash flow statements and the [REDACTED] and Directors' [REDACTED].
Accounts Date	[REDACTED]
Business	the [REDACTED] carried on by the [REDACTED] namely supply of [REDACTED] or any part of it.
Claim	a claim for [REDACTED] of any of the [REDACTED].
Company	[REDACTED], a company [REDACTED] and [REDACTED] in [REDACTED] with company number [REDACTED] whose [REDACTED] office is [REDACTED], further details of [REDACTED] are set out in Schedule 1.
Completion	[REDACTED] of the sale and purchase of the Sale [REDACTED] in accordance with this [REDACTED].

Completion Date	(a) the [redacted] which is [redacted] days after the day on [redacted] the last of the conditions [redacted] specified in [redacted] is received, [redacted] or fulfilled or [redacted] (as the case may be); or (b) any [redacted] date agreed in [redacted] between the [redacted]
Completion Sum	[redacted] sum of [redacted] And [redacted] ([redacted] constituting [redacted] of the Purchase Price.
Conditions Fulfilment Period	the period of [redacted] months from and [redacted] the date of this Agreement, or [redacted] later date, as the [redacted] may mutually agree in [redacted].
Deposit	the sum of [redacted] constituting [redacted] of the Purchase Price.
Director	each [redacted] who is a director of the [redacted], as set out in [redacted].
Encumbrance	any interest or [redacted] of any person (including [redacted] right to acquire, option or [redacted] of pre-emption) or any [redacted], charge, [redacted], lien, [redacted], assignment, [redacted], security interest, title retention, right of pre-emption, [redacted] of first refusal or any [redacted] security [redacted] or [redacted].
Group	in relation to a [redacted], that company, any [redacted] or any [redacted] from time to time of [redacted] company, [redacted] any subsidiary [redacted] time to time of a holding [redacted] of that [redacted]. Each [redacted] in a [redacted] is a [redacted] of the [redacted].
Properties	all assets that belongs to the [redacted].
Purchase Price	the purchase price for the [redacted], as set out in [redacted]
Public Authorities	this [redacted] any [redacted] in any jurisdiction, [redacted] agency, board [redacted] of any [redacted] or any [redacted] authority.
Sale Shares	the [redacted] ordinary [redacted] legally and beneficially owned by the [redacted] in the [redacted], all of which have been [redacted] and are fully paid and which constitutes [redacted] of the issued and [redacted] capital of the [redacted].
Seller's Designated Account	Account name: Current Account Bank: [redacted] Account number: [redacted] Address: [redacted]
Tax	all forms of taxation, [redacted], levies or [redacted] which is [redacted], levied, [redacted] or collected by any [redacted].
Warranties	the Warranties set out in [redacted]

1.2 References to [redacted] and Schedules are to the [redacted] of and [redacted] to this [redacted] and [redacted] to paragraphs are to [redacted] of the relevant [redacted].

- 1.3 The Schedules form [redacted] of this [redacted] and shall have [redacted] as if set out in full in the [redacted] of this [redacted]. Any [redacted] to this [redacted] includes the [redacted].
- 1.4 This [redacted] shall be binding on and [redacted] to the benefit of, the [redacted] to this [redacted] and their respective [redacted] and permitted [redacted], and [redacted] to a Party shall [redacted] that [redacted] successors and [redacted] assigns.
- 1.5 Words and phrases [redacted] in the Malaysian [redacted] (as [redacted], consolidated or replaced from [redacted] to time), shall bear the [redacted] meanings in this [redacted].
- 1.6 A reference to writing [redacted] fax but not email (unless otherwise expressly provided in this Agreement)
- 1.7 References to a [redacted] in agreed form are to that [redacted] in the form agreed by the parties and [redacted] by them or on their behalf for identification.

2 SALE AND PURCHASE

The [redacted] agrees to sell to the [redacted], and the Buyer [redacted] to buy [redacted] the Seller, with [redacted] from [redacted], the Sale [redacted] with full title [redacted], free from all [redacted] and together with [redacted] rights, [redacted] and [redacted] attached or accruing to [redacted] including all rights to [redacted] and other distribution declared, made and [redacted] as from [redacted] in [redacted] with the [redacted] of this [redacted].

3 PURCHASE PRICE

- 3.1 The Purchase Price is [redacted], and shall be paid by the Buyer in the following manner:
- 3.1.1 within [redacted] from the date of this [redacted], the [redacted] shall pay to the [redacted] the Deposit via [redacted] or by electronic fund [redacted] of [redacted] available [redacted] into the Seller's Designated [redacted] or in [redacted] other mode of [redacted] as may be mutually [redacted] the [redacted] and the [redacted]; and
- 3.1.2 on the Completion Date, the Buyer [redacted] pay to the [redacted] the [redacted] Sum in [redacted] with [redacted]

4 CONDITIONS PRECEDENTS

- 4.1 This Agreement to sell and [redacted] the Sale Shares is conditional upon the satisfaction of the conditions precedent set out in Schedule 2 of this Agreement within the Conditions Fulfilment Period.
- 4.2 The Seller and the [redacted] shall use their best endeavours to satisfy or procure the satisfaction of the conditions precedent set out in Clause 4.1 within the Conditions Fulfilment Period. Without prejudice to the aforesaid, the Seller and the Buyer agree that all [redacted] and enquiries from any Public Authorities shall be dealt with by the Seller and the Buyer in consultation with each other and the Seller and the Buyer shall [redacted] co-operate with and provide all necessary information and assistance reasonably required by such Public Authorities upon being requested to do so by the other.
- 4.3 The Buyer may, at any time, waive in whole or in part [redacted] the conditions precedent set out in Clause 4.1 with the prior written consent of the Seller.
- 4.4 In the event of the satisfaction of the relevant conditions precedent in Clause 4.1, the relevant Party shall within [redacted] business days of becoming aware of it, notify the other Party in writing and with documentary evidence of the fulfilment of such [redacted]
- 4.5 If:
- 4.5.1 on the expiry of the [redacted] Fulfilment Period, any of the conditions in Clause 4.1 shall have been refused and appeal or appeals to the persons [redacted] such refusal have not been successful;
- 4.5.2 on the expiry of the Conditions [redacted] Period, any of the conditions in Clause 4.1 have not been obtained or fulfilled; or
- 4.5.3 at [redacted] time [redacted] to the expiry of the [redacted] Fulfilment Period, any of the [redacted] in [redacted] shall have been [redacted] subject to terms and [redacted] which are not to the [redacted] being terms and [redacted] which [redacted] the Buyer, and [redacted]

to the to vary terms and conditions not been
, and the Buyer is not willing to such then imposed
by the relevant or persons,

then any shall be entitled to this by giving a notice of to that
to the other , whereupon the shall, within business days the
date of of this Agreement, and repay to the , or procure refund and
to the of the , if any, free of and , the Parties not
have any rights this Agreement in respect of:

4.5.4 any under this which is to apply the of
this ; and

4.5.5 any or obligations have accrued in of any breach of of the
of this to either prior to such .

4.6 This will become on the upon which the of the
set out in have been or , as the case be, in
with the of this .

5 ACTIONS PENDING COMPLETION

5.1 The Seller shall that, pending , the will:

5.1.1 on its present business to its present and in the course
of business;

5.1.2 take all reasonable steps to preserve its and maintain all of its ;

5.1.3 comply in all with all laws, rules, and orders to it is
subject;

5.1.4 keep proper books of and accounts;

5.1.5 not any additional borrowings or incur any indebtedness;

5.1.6 not create, or issue any capital or loan capital of the or any option
to for the same;

5.1.7 not repay, redeem or any share or loan capital of the Company;

5.1.8 not declare, or pay any or other distribution to ;

5.1.9 not enter into any guarantee, indemnity or other to secure any of a
third or create any over any of its assets or in any such
case;

5.1.10 not merge or or with any corporation; and

5.1.11 not any change or the or other constitutive of the
Company.

5.2 The shall not, after the execution of this , enter into any , transaction or
arrangement (whether or otherwise) to sell, dispose of, , assign,
convey or r the Sale Shares or any thereof to any party .

6 COMPLETION

6.1 shall take on the at such as the Parties agree.

6.2 At , the shall deliver to the :

6.2.1 the share form for the , duly by the Seller in favour
of the Buyer;

6.2.2 the share for the Sale or an , in agreed form, for
lost certificates;

6.2.3 necessary including but not to a certified true copy of the
accounts or the available management (whichever is)

- of the Company to [redacted] the [redacted] of the stamp duty [redacted] on the transfer of the Sale Shares;
- 6.2.4 a copy [redacted] by the [redacted] of the Company as a [redacted] copy of the [redacted] of the board of directors of the Company [redacted] and accepting the [redacted] and [redacted] the Sale [redacted] in favour of the Buyer;
- 6.2.5 a copy certified by the [redacted] of the Company as a true copy of the [redacted] of the board of [redacted] of the Company [redacted] the [redacted] of the Buyer as [redacted] of the [redacted] with effect [redacted] the Completion Date;
- 6.2.6 the letters of [redacted] of the [redacted] of the Company [redacted] by the [redacted] with [redacted] signed by each of them to the [redacted] that they have no [redacted] whatsoever [redacted] the Company;
- 6.2.7 such waivers or [redacted] as the [redacted] may require, [redacted] by [redacted] of the [redacted] to [redacted] the Buyer or its [redacted] to be registered as [redacted] of the Sale Shares;
- 6.2.8 the registers, [redacted] books and other records [redacted] to be kept by the Company by law, in each case properly [redacted] up as at the Completion Date, [redacted] with the seal (if any), [redacted] of [redacted] and any [redacted] of [redacted] on [redacted] of name [redacted] to the Company;
- 6.2.9 all title deeds and other [redacted] relating to the [redacted], business, [redacted] and [redacted] of the Company and [redacted] the Buyer full and [redacted] access to the Company's [redacted]; and
- [redacted] such other [redacted] in the Seller's [redacted] as the Buyer would [redacted]
- 6.3 [redacted] to the [redacted] complying with [redacted], on Completion Date, the [redacted] shall [redacted] the [redacted] Sum by cash or [redacted] fund transfer of immediately [redacted] funds to the Seller's Designated Account, or in such other [redacted] of payment as [redacted] be mutually [redacted] between the [redacted] and the Buyer. [redacted] in [redacted] with this [redacted] shall be a [redacted] and [redacted] discharge of the Buyer's [redacted] to pay [redacted] Purchase Price.
- 6.4 Upon the fulfilment of the [redacted] of the Seller in Clause 6.2 and the Buyer in Clause 6.3, this Agreement shall be completed and the title, legal and beneficial [redacted] of the Sale Shares shall transfer to the Buyer on the Completion Date. In the event the Buyer defaults in payment of the Completion Sum, the Seller shall be entitled to recover such sum as a debt due and be entitled to all rights and [redacted] at law, but this shall not include the unwinding and/or re-transfer of the Sale Shares by the Buyer to the Seller.
- 6.5 This Agreement (other than obligations that have [redacted] been fully performed) remains in full force after Completion.
- 6.6 If the foregoing [redacted] of this [redacted] are not fully [redacted] with by the Seller or the [redacted] on the [redacted] Date, the Buyer, in the case of [redacted] by the [redacted], or the Seller, in the case of [redacted] by the [redacted], shall be [redacted] (in [redacted] to and without [redacted] to all other rights or remedies [redacted] to the [redacted] Party [redacted] the right to [redacted] damages) by written [redacted] to the [redacted] Party served on [redacted] date:
- 6.6.1 to enforce [redacted] performance of this [redacted]; or
- 6.6.2 to elect to [redacted] this [redacted] and:
- 6.6.2.1 if the [redacted] is the defaulting party, the [redacted] shall refund to the [redacted] the Deposit free of [redacted] and pay a sum [redacted] to the [redacted] amount to the [redacted] within [redacted] business [redacted] from the date of [redacted] of [redacted] notice; and
- 6.6.2.2 if the [redacted] is the [redacted] party, the [redacted] shall [redacted] and be entitled to the [redacted];
- and thereafter, the [redacted] shall not have any [redacted] rights under this [redacted] except in respect of:
- 6.6.2.3 any [redacted] under this [redacted] which is [redacted] to apply [redacted] the termination of this [redacted]; and
- 6.6.2.4 any rights or [redacted] which have [redacted] in respect of any [redacted] of any of the [redacted] of this [redacted] to either Party prior to such [redacted]; or

- 6.6.3 to effect [redacted] so far as [redacted] having [redacted] to the [redacted] which have occurred; or
- 6.6.4 [redacted] to mutual [redacted] between the [redacted], to fix a new [redacted] for [redacted] (not being more than [redacted] days after the [redacted] Completion Date), in which [redacted] the [redacted] provisions of this [redacted] shall apply to [redacted] as so [redacted] but provided such [redacted] may only occur once.

7 WARRANTIES

- 7.1 All [redacted] hereby [redacted] to each [redacted] that the [redacted] and [redacted] set out in the [redacted] will be fulfilled [redacted] to and are true, [redacted] and correct in all [redacted] at the date of this [redacted] and [redacted] not be [redacted] in any [redacted] respect as at the Completion Date as if [redacted] had been given [redacted] on the Completion Date.
- 7.2 Warranties [redacted] by the [redacted] so far as the [redacted] is aware (or any [redacted] expression) are [redacted] to be [redacted] to the [redacted] of the [redacted], [redacted] and belief of the [redacted] after it has made due and [redacted] enquiries.
- 7.3 Each of the [redacted] is [redacted] and, unless [redacted] provided [redacted], is not [redacted] by [redacted] to any other [redacted] or any other [redacted] in this Agreement.
- 7.4 All Parties acknowledge and agree that the other [redacted] have each entered into this Agreement in reliance on the Warranties.
- 7.5 The Buyer hereby warrants and undertakes to the Seller and its respective successors in title that ("**Buyer's Warranties**"):
- 7.5.1 it is a private [redacted] duly incorporated and validly [redacted] under the laws of [redacted];
- 7.5.2 it has [redacted] legal [redacted] and [redacted] power and [redacted] to enter into and [redacted] this Agreement and [redacted] transactions [redacted] hereby to [redacted] it is a party, [redacted] when [redacted] will [redacted] valid and [redacted] obligations on the [redacted], in a [redacted] with [redacted] respective [redacted];
- 7.5.3 the [redacted] and [redacted] of, and the [redacted] by the [redacted] of its [redacted] under this [redacted] and any [redacted] contemplated [redacted] to which it is a [redacted] do not and will not:
- 7.5.3.1 result in a [redacted] of any [redacted] of the [redacted] documents of the Buyer; and/or
- 7.5.3.2 result in a [redacted] of, or give any third [redacted] a right to [redacted] or [redacted], or [redacted] in the [redacted] of any [redacted] under, any [redacted], licence or other [redacted] or [redacted] in a breach of any order, [redacted] or [redacted] of any court, [redacted] agency or [redacted] body to [redacted] the [redacted] is a [redacted] or by which the [redacted] or [redacted] of its assets is [redacted];
- 7.5.4 it has [redacted] its own [redacted] with [redacted] to the Company and the [redacted] Shares and [redacted] its own [redacted] advice ([redacted], legal, [redacted] and otherwise) or has [redacted] itself [redacted], without limitation, the financial, legal, tax and other considerations [redacted] to the [redacted] of the Sale [redacted] and the [redacted]; and
- 7.5.5 it has or has [redacted] sufficient financial [redacted] to fully pay the [redacted]
- 7.6 The [redacted] further [redacted] to the [redacted] that the [redacted] Warranties will be fulfilled [redacted] to and will be true and [redacted] in all material [redacted] and will not be [redacted] in any [redacted] respect as at the Completion Date as if [redacted] had been [redacted] again on the Completion Date.
- 7.7 If [redacted] to the Completion Date, it shall be [redacted] that any of the [redacted] or Buyer's [redacted], as the [redacted] may be, was [redacted] given, or [redacted] be or would be, at [redacted] (as if they had been given again at [redacted]) is not complied [redacted] or is [redacted] untrue or [redacted] in any material [redacted], the non-defaulting Party [redacted] be entitled (in addition to and [redacted] prejudice to all other rights or [redacted] available to it and its [redacted] in title) by [redacted] in writing to the [redacted] Party to terminate this [redacted], and:
- 7.7.1 if the Seller is the [redacted] Party, the [redacted] shall refund to the [redacted] the Deposit free of [redacted] and pay a sum [redacted] to the Deposit [redacted] as agreed [redacted] damages to the Buyer within [redacted] business [redacted] from the [redacted] of [redacted] of such [redacted]; and

- 7.7.2 if the Buyer is the [redacted] Party, the Seller shall retain and be entitled [redacted] to the [redacted] as agreed [redacted] damages,
- 7.8 Thereafter, the [redacted] shall not have any [redacted] rights under this [redacted] except in respect of:
- 7.8.1 any [redacted] under this [redacted] which is [redacted] to apply after the [redacted] of this Agreement; and
- 7.8.2 any [redacted] or [redacted] which have [redacted] in respect of any [redacted] of any of the [redacted] of this [redacted] to either [redacted] prior to such [redacted].

8 LIMITATIONS ON CLAIMS

- 8.1 The [redacted] liability of the Seller for all [redacted] not exceed an amount equal to [redacted] ([redacted]).
- 8.2 The [redacted] shall not be liable for a [redacted] unless notice in [redacted] of the Claim (in so far as it is [redacted] to the Buyer) and, as [redacted] as is reasonably [redacted], the amount claimed, has [redacted] given by or on behalf of the [redacted] to the [redacted];
- 8.2.1 in the case of a [redacted] made under the [redacted] in Part 2 of [redacted], on or [redacted] the first (1) anniversary of [redacted]; or
- 8.2.2 in any other case, on or before the [redacted] anniversary of Completion.
- 8.3 [redacted] in this [redacted] applies to exclude or limit the Seller's [redacted] to the extent that a [redacted] arises or is delayed as a [redacted] of dishonesty, [redacted], wilful [redacted] or wilful [redacted] by the Seller, [redacted] agents or [redacted].

9 TERMINATION PRIOR TO COMPLETION

- 9.1 At any time prior to [redacted], on the [redacted] of any of the events [redacted] hereunder, the non-defaulting [redacted] shall give notice in [redacted] to the defaulting [redacted] specifying the [redacted] or breach and requiring the [redacted] party to remedy the [redacted] default or [redacted] within [redacted] days of the [redacted] of such notice. The events are:
- 9.1.1 if a Party [redacted] any of the [redacted] terms and [redacted] of this Agreement or if it [redacted] to perform or observe any [redacted] or fundamental undertaking, [redacted], covenant or [redacted] expressed or implied in this [redacted];
- 9.1.2 if a receiver, [redacted] and manager, special [redacted], trustee or similar [redacted] is [redacted] over any of the assets or [redacted] of a Party;
- 9.1.3 if a Party enters into or [redacted] to enter into any [redacted], composition or [redacted] with, or [redacted] for the benefit of, its [redacted] or any class of [redacted];
- 9.1.4 if an application or [redacted] is made for the [redacted] up or dissolution of a [redacted] or a resolution is [redacted] or any steps are [redacted] to pass a resolution for the [redacted] up or dissolution of a Party [redacted] than for the [redacted] of amalgamation or [redacted] which has the prior written [redacted] of the other Party; or
- 9.1.5 if a Party ceases or [redacted] to cease [redacted] on a [redacted] of their business.
- 9.2 If the defaulting [redacted] fails to [redacted] the relevant [redacted] or breach within the aforesaid [redacted] days period, this [redacted] may be terminated [redacted] by the [redacted] of a notice of [redacted] from the [redacted] Party and the [redacted] shall take place:
- 9.2.1 if the [redacted] Party is Seller, the [redacted] shall within [redacted] business days [redacted] the [redacted] of the notice of [redacted], refund and [redacted] to the Buyer the [redacted] paid by the Buyer [redacted] of interest;
- 9.2.2 if the defaulting Party is the [redacted], the Seller shall [redacted] and be [redacted] absolutely to the [redacted] as agreed [redacted] damages;
- 9.2.3 the [redacted] shall [redacted] to the Seller all [redacted], if any, delivered to the [redacted] by or on behalf of the [redacted] as at the [redacted] of the notice of [redacted].
- 9.3 Thereafter, the [redacted] shall not have [redacted] further rights [redacted] this [redacted] except in [redacted] of:
- 9.3.1 any [redacted] under this [redacted] which is [redacted] to apply after the [redacted] of this [redacted]; and

9.3.2 any rights or [redacted] which have [redacted] in respect of any [redacted] of any of [redacted] of this [redacted] to either Party prior to [redacted] termination.

10 CONFIDENTIALITY AND ANNOUNCEMENTS

10.1 Except to the extent required by law or any legal or [redacted] authority of competent jurisdiction:

10.1.1 the [redacted] shall not and where [redacted], shall procure that no [redacted] of the Seller's [redacted] shall at any time [redacted] to any [redacted] (other than its [redacted] advisers) the terms of this [redacted] or any trade secret or other [redacted] information [redacted] to the [redacted] or the Buyer, or [redacted] any use of [redacted] information other [redacted] to the extent [redacted] for the purpose of [redacted] or performing its [redacted] and [redacted] this Agreement; and

10.1.2 neither [redacted] shall make, or [redacted] any person to [redacted], any public [redacted], [redacted] or circular [redacted] this [redacted] without the [redacted] written consent of the other [redacted].

10.2 The [redacted] may, at [redacted] time after Completion, [redacted] its acquisition of the [redacted] Shares to any employees, [redacted], customers or [redacted] of the [redacted] or any other [redacted] of the Buyer's [redacted].

11 FURTHER ASSURANCE

At its own expense, the [redacted] shall (and shall use [redacted] to procure any [redacted] third party shall) [redacted] execute [redacted] deliver [redacted] documents and [redacted] such [redacted] as the [redacted] may [redacted] require from time to [redacted] for the [redacted] of giving full [redacted] to [redacted] Agreement.

12 RELATIONSHIP

Nothing in this [redacted] constitutes or is to be [redacted] to [redacted] a Party as the [redacted] agent, employee or [redacted] of the other Party. A [redacted] does not have the [redacted] or [redacted] to commit the [redacted] Party on any [redacted], or incur any [redacted] on [redacted] of or pledge [redacted] credit of the [redacted] Party, [redacted] the [redacted] prior [redacted] approval of the other Party.

13 SUCCESSORS AND ASSIGNMENT

This [redacted] shall be [redacted] on and [redacted] enure for the benefit of the [redacted] heirs, [redacted] representatives, [redacted] and permitted [redacted] of the [redacted]. Neither [redacted] shall assign, or deal in any [redacted] manner with any or all of its [redacted] and [redacted] under this [redacted] without the [redacted] written consent of the [redacted] Party.

14 ENTIRE AGREEMENT

This Agreement (together with the documents [redacted] to in it) constitutes the entire [redacted] between the Parties and [redacted] and extinguishes all previous [redacted], correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the [redacted] matter.

15 VARIATION AND WAIVER

15.1 No variation, [redacted] or [redacted] of this Agreement shall be [redacted] unless it is in writing and [redacted] by the Parties (or their [redacted] representatives).

15.2 No [redacted] or delay by a [redacted] to exercise any [redacted] or remedy [redacted] under this [redacted] or by law shall [redacted] a [redacted] of that or [redacted] other right or [redacted], nor shall it [redacted] or restrict the [redacted] exercise of that or any other right or remedy. No [redacted] or partial exercise of [redacted] right or remedy shall [redacted] or [redacted] the [redacted] exercise of that or any other [redacted] or remedy. A [redacted] of any [redacted] or remedy under this [redacted] or by [redacted] is only effective if it is in writing.

15.3 Except as [redacted] provided in this [redacted], the rights and [redacted] provided [redacted] this [redacted] are in [redacted] to, and not [redacted] of, any rights or [redacted] provided by law.

16 NOTICES

16.1 A notice or other [redacted] given to a party under or in [redacted] with this [redacted] shall be in [redacted], in [redacted] and shall be [redacted] by hand, fax or sent by [redacted] post to:

If to [REDACTED]:

Address : [REDACTED]

Tel No. : [REDACTED]

Fax No. :

Attention : [REDACTED]

If to [REDACTED]:

Address : [REDACTED]

Tel No. : [REDACTED]

Fax No. :

Attention : [REDACTED]

16.2 Delivery of a [REDACTED] is [REDACTED] to have [REDACTED] place (provided that all other [REDACTED] in this [REDACTED] have been satisfied) if [REDACTED] by hand, at the [REDACTED] the notice is left at the address, or if sent by fax, at the time of [REDACTED], or if sent by post on the [REDACTED] Business day [REDACTED] posting, unless such [REDACTED] receipt would occur outside [REDACTED] hours ([REDACTED] 9.00 am to 5.30 pm Monday to [REDACTED] on a day that is not a [REDACTED] holiday in the place of [REDACTED] receipt), in which case deemed [REDACTED] will occur when [REDACTED] next starts in the place of [REDACTED] (and all [REDACTED] to time are to local time in the [REDACTED] of receipt).

16.3 This Clause 16 does not apply to the service of any [REDACTED] or other documents in any legal action.

17 SEVERANCE

If any [REDACTED] or [REDACTED] of this [REDACTED] is or becomes [REDACTED], illegal or [REDACTED], it shall be deemed [REDACTED] to the minimum extent [REDACTED] to make it valid, legal and [REDACTED]. If such modification is not possible, the [REDACTED] provision or part-provision shall be deemed [REDACTED]. Any [REDACTED] to or [REDACTED] of a provision or [REDACTED] under this [REDACTED] shall not affect the [REDACTED] and [REDACTED] of the rest of this [REDACTED].

18 COSTS

Each [REDACTED] shall bear its [REDACTED] costs (including solicitors' cost) [REDACTED] in the [REDACTED] and finalisation of this [REDACTED] and the [REDACTED] contemplated herein. All [REDACTED] duty (including any [REDACTED] fee) incurred in [REDACTED] with the sale and [REDACTED] and transfer of the Sale [REDACTED] shall be [REDACTED] by the Buyer.

19 GOVERNING LAW AND JURISDICTION

19.1 This [REDACTED] and any dispute or [REDACTED] (including non-contractual disputes or Claims) [REDACTED] out of or in [REDACTED] with it or its subject matter or [REDACTED] shall be [REDACTED] by and construed in [REDACTED] with the law of [REDACTED].

19.2 Each Party [REDACTED] agrees that the courts of [REDACTED] shall have [REDACTED] jurisdiction to [REDACTED] any dispute or Claim (including [REDACTED] disputes or Claims) [REDACTED] out of or in [REDACTED] this Agreement or its subject matter or [REDACTED].

20 TIME

Time _____ mentioned in this _____ shall be of the essence.

21 DATE OF AGREEMENT AND COUNTERPARTS

This _____ may be _____ on various _____ for the sole _____ of all the _____ and _____ be entered into in any _____ of _____, all of which _____ together shall _____ one _____ the same _____. Any _____ may enter into this _____ by _____ any such _____. The date as _____ herein shall be _____ and _____ as to the date of this _____.

SCHEDULE 1

PARTICULARS OF THE COMPANY

Registered name : [REDACTED]

Registration number : [REDACTED]

Place of incorporation : [REDACTED]

Registered office : [REDACTED]

Issued share capital : [REDACTED]
[REDACTED]

Registered shareholder(s) : 1) [REDACTED]

Directors : 1) [REDACTED]
2) [REDACTED]

Secretary : [REDACTED]

Auditor : [REDACTED]

SCHEDULE 2

CONDITIONS PRECEDENT

The sale, _____ and _____ of the Sale Shares as _____

- 1 all _____ approvals and _____ matters _____ of the _____ in entering into this _____ having been fulfilled or _____;
- 2 all internal _____ and compliance _____ required of the _____ in entering into this _____ having been _____ or obtained;
- 3 a shareholder's _____ being _____ at the general _____ of the Company _____ the sale and _____ of the Sale Shares;
- 4 a written _____ from the Seller to the Buyer _____ that no Claim, demand, _____, action, _____ or suits by any _____ or entity has _____ taken or any law, rule, _____, enacted, enforced, _____, or issued by any Public Authorities to _____ or prevent the _____, purchase _____ transfer of the Sale Shares as _____ in this _____; and
- 5 where _____, the prior _____ approvals of the _____ Public _____ having been _____ for the sale and _____ of the Sale Shares _____ require their _____ to be made by the _____.

SCHEDULE 3

WARRANTIES

PART 1

General Warranties

1 POWER TO SELL THE SALE SHARES

- 1.1 The [redacted] has the [redacted] power and [redacted] to enter into [redacted] perform this [redacted] and the documents referred to in it (to which it is a [redacted]), and they [redacted] valid, legal and [redacted] on the [redacted] in accordance [redacted] their respective [redacted].
- 1.2 The [redacted] has the right to [redacted] of and transfer or [redacted] the sale and [redacted] of the full and beneficial [redacted] in the Sale Shares to the Buyer in [redacted] with the terms of [redacted].
- 1.3 The [redacted] and [redacted] by the [redacted] of this Agreement [redacted] the documents [redacted] to in it will not [redacted] or constitute a [redacted] under the Seller's [redacted], if applicable, or any [redacted], [redacted], order, [redacted] or other [redacted] which binds the [redacted].

2 SHARES IN THE COMPANY

- 2.1 The Sale Shares [redacted] the whole of the [redacted] and [redacted] share [redacted] of the [redacted] and are fully [redacted], or credited as fully [redacted].
- 2.2 The Seller is the sole legal and [redacted] owner of the Sale Shares and is entitled to [redacted] the legal and [redacted] title to the Sale Shares to the [redacted] on the [redacted] Date with good title and free from all Encumbrances, without the [redacted] of any other [redacted].
- 2.3 No [redacted] has any right to [redacted] at any time the [redacted], creation, issue or [redacted] of [redacted] share, loan [redacted] or other [redacted] of the [redacted] (or any rights or interest in [redacted]), and no [redacted] has [redacted] to confer or has [redacted] any such right.
- 2.4 No [redacted] has [redacted] granted to any person or [redacted] exists affecting the Sale Shares or any [redacted] shares, [redacted] or other [redacted] securities of the [redacted], and no [redacted] to create any such [redacted] has been [redacted], nor has any [redacted] claimed any such rights.
- 2.5 The Company:
- 2.5.1 [redacted] does not [redacted], and has not [redacted] to acquire, any [redacted], loan capital or any [redacted] securities or [redacted] in any company;
- 2.5.2 [redacted] has not, at any time, had any [redacted]; and [redacted] is not, and [redacted] not agreed to [redacted], a member of any [redacted] or other unincorporated [redacted].
- 2.6 There is no [redacted], [redacted], option or any right made, [redacted] or issued by the [redacted] which [redacted] for the issue or accords to any [redacted] the right to call for the [redacted] of any [redacted], or [redacted] of any kind of the [redacted].
- 2.7 All consents, approvals, [redacted] and [redacted] of, and all [redacted] and [redacted] with any Public [redacted] necessary for the due [redacted] and delivery of this [redacted] will, as far as the [redacted] are [redacted] to be done or [redacted] by the Company be [redacted] before Completion Date.
- 2.8 All [redacted], approvals, licences, [redacted] filings and [redacted] necessary for the performance or e [redacted] of this Agreement and for the [redacted] by the [redacted] of its [redacted] under this [redacted] will be [redacted] before Completion Date and will be in full [redacted] and [redacted] as at the date of this [redacted].

3 CONSTITUTIONAL AND CORPORATE DOCUMENTS

- 3.1 All returns, resolutions and other that the is required by law to file with, or to, any have been made up and duly filed or .
- 3.2 All and documents to the (or to which it is a party) are in the of the .
- 3.3 All accounting, and other of the Company (its statutory and registers):
- 3.3.1 have been properly and maintained;
- 3.3.2 true, full and record of all matters by law to appear in
- 3.3.3 do not any material or discrepancies; and
- 3.3.4 are in the of the .

4 INFORMATION

All information given by or on of the to the Buyer (or its or advisers) in the of the leading up to this and this , was when , and is now, true, accurate and .

5 COMPLIANCE AND CONSENTS

The has at all conducted its in with, and has acted in with, all laws and .

6 INSURANCE

The Company , and has at all times , adequate insurance against all , liabilities risks that are insured by a person on the type of business as the .

7 DISPUTES AND INVESTIGATIONS

- 7.1 The is not at engaged as plaintiff or or otherwise in legal action, or arbitration (other than as in the of arising in the course of its) of being for any criminal offence. No litigation, or any , or other , claims, or hearings (except for in the normal course of) have been or are by or the Company, any or any for acts the may be liable, and are no likely to rise to such .
- 7.2 There are no known to after due and enquiries lead to any such claim or action or (other than as above) or or or against the .

8 CONTRACTS AND TRADING

- 8.1 The is not a party to any , arrangement, understanding or commitment is of an or exceptional nature, outside the ordinary of the , or not on terms.
- 8.2 No is in default of any to which the is a party, no such has been threatened, and are no facts or likely to give rise to any default. No of of any such has been or served by the , and there are no for the termination, , repudiation or a change in the of any such .
- 8.3 The is not a party to any which is or may terminable as a of the entry into or of this .

9 PROPERTIES

- 9.1 The owns all rights, titles and in the and any other assets which are included in the and is no over the .

- 9.2 All quit rent and [redacted] in respect of the [redacted] have been paid up to date to the [redacted] and where applicable, all [redacted] and service [redacted] and other [redacted] have been paid up to date to the [redacted] authorities and/or the [redacted] parties.
- 9.3 There is no [redacted], proposal, scheme or order, whether formally [redacted] or not, for the [redacted] acquisition of the [redacted] or any part of the [redacted].

10 FINANCE AND GUARANTEES

No [redacted] over any of the [redacted] of the [redacted] is now [redacted], and there [redacted] no [redacted] likely to give [redacted] to any such [redacted].

11 ACCOUNTS

11.1 The Accounts:

11.1.1 show a [redacted] and fair view of the state of [redacted] of the [redacted] as at the Accounts Date, and of the [redacted] or loss of the [redacted] for the accounting period [redacted] on the [redacted] Date;

11.1.2 have been properly [redacted] in accordance with the [redacted] of all [redacted] statutes and [redacted] accepted [redacted] principles, [redacted] and standards [redacted] applied in [redacted] at the date of this [redacted] so as to [redacted] a true [redacted] fair [redacted] of the state of affairs of the [redacted];

11.1.2.1 comply with the [redacted] of the all [redacted] laws and [redacted] in Malaysia;

11.1.2.2 (save as the [redacted] expressly [redacted]) are not [redacted] by any extraordinary, exceptional or [redacted] items.

11.2 [redacted] are no liabilities, [redacted] actual or contingent, of the [redacted] other [redacted] (i) liabilities [redacted] or provided in the [redacted]; (ii) liabilities [redacted] in the [redacted] course of [redacted] since the date of the [redacted], none of which is material; or (iii) liabilities [redacted] disclosed elsewhere in this [redacted].

11.3 Since the Accounts Date:

11.3.1 the [redacted] of the [redacted] have been carried on in the ordinary course;

11.3.2 the [redacted] has not disposed of any assets or [redacted] or [redacted] any liabilities (including [redacted] liabilities) [redacted] than in the [redacted] course of [redacted] on their [redacted] business;

11.3.3 the business of the [redacted] has not been [redacted] and adversely [redacted] by the loss of any [redacted] customer or [redacted] of supply or by any [redacted] factor not similar [redacted] to a like [redacted] and the [redacted] after [redacted] due and r enquiries is not [redacted] of any facts [redacted] are likely to give [redacted] to any [redacted] effects;

11.3.4 no dividend or other [redacted] has been declared, made or paid to its members except as provided for in the relevant balance sheet;

11.3.5 the [redacted] or financial or trading [redacted] of the Company has not materially deteriorated;

11.3.6 subject to the test of [redacted], no debtor [redacted] been [redacted] by the [redacted] on terms that he [redacted] less [redacted] the book [redacted] of his debt [redacted] no debt [redacted] to the [redacted] have been deferred, [redacted], or [redacted] off or has [redacted] to any [redacted] irrevocable;

11.3.7 no [redacted] change has [redacted] made in the [redacted] of the [redacted] or other [redacted] of [redacted] of its [redacted] or any of the employees of the [redacted]; and

11.3.8 the [redacted] has not [redacted] any [redacted] other than as [redacted] in the [redacted].

12 TAX

12.1 The [redacted] has paid, or made full [redacted] for the [redacted] of, all Taxation that is or [redacted] have become due [redacted] to any tax returns, or [redacted], or [redacted] to any [redacted] received by the [redacted] or applicable to the [redacted] or its assets, in each [redacted] for the [redacted] up to and including the Completion Date.

13 EMPLOYEES

- 13.1 The Company has _____ up to date, _____ and _____ records _____ the service and _____ of _____ of each of its _____.
- 13.2 Since the Accounts Date:
- 13.2.1 there has _____ no material _____ in the terms of _____ or any _____ change in the number of _____ employed by the Company;
- 13.2.2 there has _____ no _____ increase in any fees, _____ or benefits _____ or payable to any _____ or employee of the _____, nor are any _____ for any such current or _____ take place in the next six _____;
- 13.2.3 the Company has at all _____ times _____ with all its _____ under statute and otherwise _____ the health and _____ at work of its _____ and _____ are no claims _____ of _____ or _____ by any _____ or third _____ in respect of any _____ or injury _____ are not fully _____ by _____.
- 13.3 The _____ is not a party to any contract, _____ or arrangement _____ any trade _____ or other body or organisation _____ any of its employees.
- 13.4 No _____ at _____ has arisen between the _____ and a _____ number or category of its _____ nor are there any _____ circumstances _____ to the Seller _____ are _____ to give rise to any such _____.
- 13.5 The _____ has no _____, schemes or _____ in relation to _____, disability or _____ of any of its _____.
- 13.6 No _____, disability or _____ gratuity is _____ being paid or has been _____ nor will pending _____ be paid or _____ by the _____ to or in _____ of any officer or _____ of the _____.

14 INSOLVENCY

- 14.1 The _____ is not _____ or unable to pay its _____, including its _____ and _____ debts or _____ and the _____ will not _____ insolvent or _____ to pay its _____ as a _____ of the _____ entering into this _____.
- 14.2 The _____ has not _____ or intends to _____ any _____ of any _____ with its trade _____ or any _____ of trade creditors _____ by court process or _____ under _____ such creditors _____ receive or be _____ less than the amounts _____ or otherwise due to _____.
- 14.3 No _____ has been made, _____ or application _____, resolution passed or _____ convened for the _____ of winding-up the _____ or whereby the _____ of the _____ are to be distributed to creditors or _____ or other _____ of the _____.
- 14.4 No _____ (including an _____ receiver), liquidator, trustee, _____, supervisor, nominee, custodian or any _____ or _____ officer or _____ in any _____ has been appointed in _____ of the whole or any part of the _____ or assets of the _____ nor has _____ step _____ taken for or _____ a view to the _____ of such a _____ nor has any _____ taken place or is _____ to take place as a _____ of which such an _____ must be made.
- 14.5 No _____ of the Company has _____ or is entitled to take any steps to _____ or has _____ any security _____ any assets of the _____ or is likely to do so in the immediate future.
- 14.6 The _____ is not in _____ of any of its _____ in _____ to any of the _____ facilities.
- 14.7 The _____ has not by _____ of actual or _____ difficulties _____ with one or _____ of its trade _____ with a view to _____ any of its indebtedness.

[the rest of the page is intentionally left blank]

EXECUTED by the parties as an agreement on the date of this Agreement.

Signed by)
for and on behalf of the Seller)
in the presence of)

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

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

Signed by)
for and on behalf of the Buyer)
in the presence of)

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

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