

Date:

and

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on _____ between:

PARTIES

- (1) _____ (Company Reg. No.: _____ incorporated and registered in _____ whose _____ and _____ address is at _____ ("Party A");
- and
- (2) _____ (Company Reg. No.: _____) incorporated and _____ in Malaysia whose _____ and _____ business address is at _____ ("Party B").

Each of the _____ parties shall be _____ to as "Party" and _____, as "Parties".

RECITALS

- (A) The _____ are _____ to form a new _____ for the _____ of _____ ("Joint Venture").
- (B) This MOU is not _____ to be legally _____ until _____ definitive _____ in _____ to the Joint Venture have been _____ into _____ the Parties.
- (C) This MOU _____ out the proposed _____ of the Joint Venture _____ agreed _____ the _____. The _____ in the MOU _____ out the _____ for _____ of the Joint Venture.
- (D) The Parties will _____ the definitive _____ (s) (which _____ the joint _____ agreement) as _____ agreed _____ the Parties _____ will _____ the terms _____ between the _____ in this MOU.

1 TERM OF THE MOU

- 1.1 The _____ of this MOU will _____ from the _____ of this _____ and shall _____ on the earlier of:
- (a) _____; or
- (b) the date of the _____ of the _____ agreements.
- 1.2 Upon _____ of this _____, this _____ will _____ of no _____ effect and _____ the _____ are _____ between the _____, the definitive _____ will _____ the MOU.

2 BUSINESS OF THE JOINT VENTURE

The _____ wish to _____ into the Joint Venture to _____.

3 STRUCTURE OF THE JOINT VENTURE

- 3.1 The Parties _____ that the Joint Venture will be _____ through a _____ company _____ by _____ shares _____ in Malaysia ("JVC") which _____ be _____ by the _____.
- 3.2 The _____ of the JVC will be _____ or such other _____ as the _____ may _____.

4 CONTRIBUTIONS TO THE JOINT VENTURE AND FINANCE

- 4.1 The _____ agree that the _____ of issued and _____ capital of _____ JVC are to be _____ by each Party in the _____ manner:

Party

Contributions

4.2 The roles and _____ of the Parties in _____ to the JVC are as follows:

4.2.2 _____

4.3 _____ Parties _____ that the Joint Venture will be _____ but if _____ finance is _____, the Parties will _____ the Joint _____ in the _____ way:

4.3.1 _____ in the _____ which the _____ of _____ held by _____ Party _____ to the total _____ of issued _____ of the JVC.

5 CONDITIONS AND APPROVALS

5.1 The proposed Joint Venture will be conditional on the following:

5.1.1 the _____ of the Parties _____ the Joint Venture (as _____); and

5.1.2 if _____, any third _____, regulatory or tax _____ required _____ the Joint Venture received in _____ satisfactory to both _____.

5.2 The _____ shall jointly _____ for and _____ all and any _____ that may be _____ arising of or in _____ with the JVC.

6 ACCOUNTS AND BUSINESS PLANS

6.1 The financial _____ end of the JVC will be _____.

6.2 The _____ of the JVC will be prepared in _____ generally accepted _____ principles, practices and standards _____ applied in Malaysia and the first _____ of the JVC will be _____.

6.3 The first _____ plan of the JVC will be _____ by the _____ and _____ by the JVC. _____, the _____ business plan will be _____ by the _____ of the JVC will and _____ to the Parties as _____ for _____.

7 MANAGEMENT OF THE JOINT VENTURE

7.1 Party A shall be _____ to appoint _____ directors to the _____ of JVC. Party B shall be _____ to appoint _____ directors to the _____ of JVC. The _____ at any _____ of _____ will be one _____ from each party. No resolution will be _____ without at least _____ director _____ by _____ Party _____ in favour of it. The _____ of the _____ shall be _____ by _____. The _____ will not have a _____ vote.

7.2 The board of directors will be _____ for the day-to-day _____ of the JVC. _____, the following _____ will be _____ for _____ between the _____ as _____:

7.2.1 altering in any _____ the _____ of the JVC or _____ rights _____ to any of the _____ in the JVC;

7.2.2 _____ the _____ of an _____ new _____ of the JVC, _____ than _____ A and Party B;

7.2.3 _____ the name of the JVC;

7.2.4 adopting or _____ the _____ plan for each _____ year;

8 RESTRICTIONS ON PARTIES

The _____ agree to give _____ not to _____ with the _____ of the JVC _____ not to _____ the other Party's _____ or _____.

9 TERMINATION AND LIQUIDATION

- 9.1 If either materially the agreements, insolvent or is to a of control, the other shall be entitled to its in the JVC at a to be by an expert.
- 9.2 If the JVC is to be up, the will to ensure that, dissolution, by each will, so as , be back to Party.

10 EXCLUSIVITY

- 10.1 From date this MOU is to the the agreements are , the shall, on an basis, with other or in to the and of definitive and any other in with or to Joint Venture.
- 10.2 Upon or of the (without definitive being between the Parties), each Party have the liberty to with third for the same or enter similar or with parties.

11 COSTS

The fees to the of the agreements other relating to Joint Venture be borne in respective of shares by the .

12 CONFIDENTIALITY

Save for required by or the authorities, the agree the of this MOU and all provided one Party to the Party in with this or in the of the of the definitive will be in strict by each Party and its officers, , agents and other such which is or to the public by or otherwise no fault the recipient .

13 AMENDMENTS

No , modification or of MOU be effective in writing signed by or on of each of the .

14 ASSIGNMENT

This MOU all rights and hereunder are to the hereto and Party not or to any rights or to any party the prior consent the other (which not be withheld or).

15 NOTICE

- 15.1 Any notice, , consent, , or other ("Notice") or shall be or under any other in connection shall be in , in and shall be as follows:

If to :

Address :

Telephone No. :

Fax No. :

Attention :

If to :

Address :

Telephone No. :

Fax No. :

Attention :

- 15.2 Subject to the _____, all Notices _____ may or are _____ to be _____ by any _____ to _____ shall be _____ given by the _____ and _____ by the _____ :
- 15.2.1 if served _____, when _____ by or on _____ of the _____ ;
- 15.2.2 if _____ by a nationally _____ courier _____, will be _____ given upon _____ ;
- 15.2.3 if delivered by _____, will be _____ given upon the _____ of the _____ report that the _____ has _____ duly _____ in its entirety; and
- 15.2.4 if _____ by mail in the _____ described _____, will be _____ given on the _____ day after _____ day it is _____.

16 SUCCESSORS

This _____ shall be _____ on and shall _____ for the _____ of the _____, personal _____, successors-in-title and _____ assigns of the _____.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This MOU shall be _____ by and construed in _____ with the laws of _____.
- 17.2 _____ Party _____ that _____ courts of _____ shall have _____ jurisdiction to _____ any _____ or claim _____ out of or in _____ with this MOU, the _____ relating to the _____ Joint Venture _____ any _____ agreements _____ in _____ with the Joint Venture.

18 SEVERABILITY

If any provision _____ in this MOU _____, to any _____, be _____ or unenforceable, the _____ of this MOU (and the _____ of such _____ to persons of _____, if any, other _____ those in _____ of _____ it is invalid or _____) shall _____ be affected _____, and _____ and every _____ of this _____ shall be _____ and _____ to the _____ extent _____ by _____.

19 NON-BINDING PROVISION

This MOU _____ only as an _____ of the Parties' _____ and _____ not in any _____ create or _____ any form of _____ whatsoever nor _____ to create or _____ any _____ under _____ or international _____ and _____ not give _____ to any legal _____ and _____ not be _____ to create or _____ constitute any _____ binding _____ enforceable _____, express _____ implied. _____ the above, _____ Clause _____ and _____ shall _____ upon _____ or _____ of this MOU.

20 COUNTERPARTS

This MOU _____ be _____ in any _____ of _____ and all such _____ taken _____ shall _____ to _____ one _____ the same _____.

[the rest of the page is intentionally left blank]

EXECUTION

Executed as an Agreement the day and the year stated above.

SIGNED by _____)
_____ (Company Reg. No.: _____)
in the presence of:- _____)

Witness
Name:
NRIC/Passport No.:

Name:
Designation:
NRIC/Passport No.:

SIGNED by _____)
_____ (Company Reg. No.: _____)
in the presence of:- _____)

Witness
Name:
NRIC/Passport No.:

Name:
Designation:
NRIC/Passport No.: