

Date: _____

and

COLLABORATION AGREEMENT

COLLABORATION AGREEMENT

This Collaboration Agreement ("**Agreement**") is dated _____ between:

(1) _____ (Company No.: _____) a company incorporated and registered in _____ with registered address at _____ ("**Party A**"); and

(2) _____ (Company No.: _____) a company incorporated and registered in _____ with registered address at _____ ("**Party B**").

Each of Party A and Party B is referred to as "**Party**" and collectively, as "**Parties**".

RECITALS

(A) The _____ wish to establish a _____ to govern their _____ rights and _____ in relation to the _____ (as defined below) in _____ of which they wish to _____ into this _____ to collaborate.

(B) This _____ sets out the terms and conditions upon which the _____ have _____ on their _____ in relation to the Project.

Now it is hereby agreed between the Parties as follows:

1 INTERPRETATION

1.1 The definitions and rules of _____ in this clause apply in this _____.

Charges the _____ payable by a _____ to the other in _____ to the _____ (if any) as specified in _____.

Contribution in relation to a _____, the _____, resources, _____ or other _____ or _____ that such Party _____ in _____ with this _____ in relation to the Project.

Commencement Date has the _____ set out in _____.

Intellectual Property Rights _____, utility models, _____ to _____, copyright and _____ and related rights, _____ and service marks, _____ names and _____, rights in get-up and trade dress, _____ and the _____ to sue for off or unfair competition, _____, database rights, rights to use, and _____ the _____ of, confidential information (including know-how and trade secrets), and all other _____, in each case whether _____ or _____ and including all _____ and _____ to _____ for and be _____, renewals or _____ of, and rights to _____ priority from, such _____ and all _____ or equivalent _____ or forms of protection which _____ or will subsist now or in the _____ in any part of the world.

Project the _____ agreed by the _____ in _____ to which the _____ will _____ in _____ with this _____, the details of _____ are as follows:

To Jointly build a _____

Project Period _____ to earlier _____ in _____ with this Agreement, the period from the start date to the end date for the _____, as set out in _____.

- 1.2 [redacted] and [redacted] headings shall not [redacted] the interpretation of this [redacted].
- 1.3 References to [redacted] are to the [redacted] and [redacted] of this [redacted].
- 1.4 A [redacted] includes a natural person, [redacted] or unincorporated body (whether or not having separate legal personality) and that [redacted] personal representatives, [redacted] and permitted assigns.
- 1.5 [redacted] and phrases defined in the [redacted], shall bear the same [redacted] in this [redacted].
- 1.6 Unless the context [redacted] requires, words in the [redacted] shall include the [redacted] and in the [redacted] shall include the [redacted].
- 1.7 A [redacted] to any [redacted] shall include that Party's personal representatives, [redacted] and permitted assigns.
- 1.8 A [redacted] to [redacted] or written includes [redacted].
- 1.9 Any [redacted] on a [redacted] not to do something [redacted] an [redacted] not to allow that thing to be done.
- 1.10 A [redacted] to this [redacted] or to any other [redacted] or document referred to in this Agreement is a [redacted] to this [redacted] or such other [redacted] or document as varied or [redacted] (in each case, other than in [redacted] of the provisions of this [redacted]) from time to time.
- 1.11 Where any [redacted] is qualified by the [redacted] so far as a [redacted] is aware (or any similar expression), that [redacted] shall be [redacted] to include an [redacted] statement that it has been [redacted] after [redacted] and careful enquiry.
- 1.12 Any words following the terms "[redacted]", "**include**", "**in particular**", "[redacted]" or any similar [redacted] shall be construed as [redacted] and shall not limit the sense of the words, [redacted], [redacted], phrase or term [redacted] those terms.

2 COMMENCEMENT AND DURATION

- 2.1 This [redacted] shall commence on [redacted] ("**Commencement Date**") and shall [redacted] in full force and effect until [redacted] in which it shall [redacted] automatically without [redacted] unless [redacted] earlier in accordance with this [redacted].

3 AREAS OF COLLABORATION AND CO-OPERATION

- 3.1 The [redacted] shall co-operate and [redacted] in relation to the [redacted].
- 3.2 The [redacted] shall commence on [redacted] and, unless [redacted] earlier in accordance with the [redacted], shall continue until [redacted] ("**Project Period**").

4 CONTRIBUTION

- 4.1 The [redacted] shall each provide the following [redacted] in relation to the [redacted], in accordance with the following [redacted] (if any):

4.1.1 [redacted]:

Contribution

Timeframes

[redacted]

[redacted]

4.1.2 [redacted]:

Contribution

Timeframes

[redacted]

[redacted]

5 GENERAL OBLIGATIONS

- 5.1 Each [redacted] shall in relation to the [redacted] allocated to it in [redacted] above:
- 5.1.1 perform such [redacted], including by providing the Contribution in accordance with [redacted] or milestones (if any) specified [redacted];
 - 5.1.2 use reasonable [redacted] and skill in [redacted] such [redacted];
 - 5.1.3 comply with good [redacted] practice;
 - 5.1.4 comply with all [redacted] applicable to it; and
 - 5.1.5 [redacted] and maintain [redacted], licenses and [redacted] (statutory, [redacted], or otherwise) that are necessary to enable it to comply with such [redacted].

6 CHARGES

- 6.1 The Charges that each Party shall pay the other are as follows:

[redacted]

[redacted]

Such Charges shall be invoiced and paid for in accordance with [redacted]

7 INVOICING AND PAYMENT

- 7.1 In relation to [redacted], a Party who is entitled to [redacted] of its respective [redacted] shall issue invoices for such Charges:
- 7.1.1 at the end of each [redacted] month.
- 7.2 All charges in relation to [redacted] are exclusive of the Malaysian goods and services tax (GST) which shall be [redacted] in invoices and [redacted], if applicable, in addition to the [redacted].
- 7.3 A [redacted] shall pay an invoice issued to it in [redacted] with this [redacted] within [redacted] days of the date of the [redacted].
- 7.4 If a Party fails to make any [redacted] due to the other [redacted] under this [redacted] by the due date for [redacted], then the defaulting [redacted] shall pay [redacted] on the overdue [redacted] at the rate of [redacted]. Such interest [redacted] accrue on a daily basis from [redacted] due date until [redacted] payment of the overdue [redacted], whether before or after [redacted]. The defaulting [redacted] shall pay the [redacted] together with the overdue amount.
- 7.5 All [redacted] due under this [redacted] shall be [redacted] in full without any set-off, counterclaim, deduction or [redacted] (other than any [redacted] or withholding of tax as required by [redacted]).

8 INFORMATION FLOW AND PROJECT MANAGEMENT

- 8.1 Each [redacted] shall engage the other in [redacted] discussions in [redacted] to the [redacted] from time to [redacted], keep the other [redacted] informed about its own [redacted] in relation to the [redacted], and [redacted] regular [redacted] between [redacted] members of its [redacted] and those of the other [redacted] in relation to the [redacted].
- 8.2 Each [redacted] shall:
- 8.2.1 supply to the other [redacted] information and [redacted] reasonably [redacted] by it relating to the [redacted] as is necessary to [redacted] that other [redacted] to perform its own obligations in relation to the [redacted]; and
 - 8.2.2 review [redacted], including draft [redacted] or service [redacted] or other technical [redacted], for use when performing its [redacted] in relation to the [redacted] (if any), as soon as reasonably [redacted] at the request of the other [redacted], and notify it of any errors or [redacted] assumptions made in any such [redacted] so far as it is [redacted].

9 EXISTING ARRANGEMENTS

- 9.1 Nothing in this [redacted] shall [redacted] either Party's right to [redacted] to conduct its [redacted] activities or arrangements that existed on the [redacted] Date or that otherwise come into being [redacted] the scope of this [redacted].

10 CONFIDENTIALITY

- 10.1 "**Confidential Information**" means all [redacted] information disclosed by a [redacted] or its [redacted] officers, [redacted] or [redacted] (together its "**Representatives**") to the other [redacted] and that Party's [redacted] in connection with the [redacted], including [redacted] which:
- 10.1.1 relates to this [redacted] and its [redacted];
- 10.1.2 relates to:
- 10.1.2.1 the [redacted], assets, [redacted], customers, [redacted], [redacted], or [redacted] of the disclosing [redacted] (or of any member of the Group of [redacted] to which the disclosing [redacted] belongs); and
- 10.1.2.2 the [redacted], [redacted], product information, [redacted], [redacted], trade secrets or [redacted] of the disclosing [redacted] (or of any member of the [redacted] of [redacted] to which the disclosing [redacted] belongs); and
- 10.1.3 is developed by the [redacted] in the course of carrying out this [redacted] and the [redacted].
- 10.2 Each [redacted] shall keep the other [redacted] Confidential Information confidential and shall not:
- 10.2.1 use such [redacted] Information except for the [redacted] of exercising or [redacted] its rights and [redacted] under this [redacted] in relation to the [redacted]; or
- 10.2.2 [redacted] such Confidential Information in whole or in [redacted] to any third [redacted], except if required to be [redacted] by [redacted].
- 10.3 On [redacted] of this Agreement, each [redacted] shall return to the other [redacted] all [redacted] and materials (and any [redacted]) containing, [redacted], [redacted] or based on the other Party's Confidential Information and [redacted] all the other Party's Confidential Information from its [redacted] and [redacted] systems and [redacted].

11 ANNOUNCEMENTS

- 11.1 [redacted] to the extent [redacted] by law or any [redacted] or regulatory [redacted] of competent [redacted], neither [redacted] shall make, or [redacted] any person to make, any public announcement, [redacted] or circular concerning this [redacted] without the prior written consent of the other [redacted].

12 DATA PROTECTION

Each [redacted] shall ensure that it [redacted] with the [redacted] of all [redacted] and [redacted] requirements in force from time to time [redacted] to the use of personal data, including, without [redacted], the Personal [redacted].

13 INTELLECTUAL PROPERTY

- 13.1 This [redacted] does not [redacted] any [redacted] in [redacted]. All Intellectual Property Rights developed or created by a [redacted] pursuant to the [redacted] shall be [redacted] by that [redacted] ("**Created IPR**"). The [redacted] who develops the [redacted] IPR warrants to the other [redacted] that the Created IPR does not infringe any [redacted] of third [redacted] and agrees to indemnify the other [redacted] for any [redacted] of [redacted] of third [redacted] as a result of the other [redacted] using the Created IPR under this [redacted].
- 13.2 Each [redacted] grants to the other [redacted] a non-exclusive, [redacted], [redacted] licence during the Project Period to use its Created [redacted] in relation to the [redacted] to the extent [redacted] for the other Party to carry out its [redacted] in relation to the [redacted].
- 13.3 At the end of the Project Period, a [redacted] licensed to use [redacted] under Clause 13.2 shall cease to use that [redacted] and shall return any [redacted] embodiment of the [redacted] (including any copies) in its [redacted] or control to the other [redacted].
- 13.4 Each [redacted] shall immediately give [redacted] notice to the other [redacted] of any actual, threatened or suspected [redacted] of any Party's [redacted] (including [redacted]) used in connection with the [redacted] of which it becomes aware.

14 WARRANTIES

- 14.1 Each [redacted] warrants to the other [redacted] that:
- 14.1.1 where the [redacted] is a company, it is a legal entity duly [redacted] and validly [redacted] under the laws;
 - 14.1.2 it has full legal capacity, [redacted] and [redacted] to enter into and carry out the [redacted] contemplated under this Agreement;
 - 14.1.3 its entry into and [redacted] of its [redacted] under this [redacted] will not breach any laws;
 - 14.1.4 its entry into and [redacted] under the terms of this [redacted] will not infringe the [redacted] of any third [redacted] or cause it to be in [redacted] of any [redacted] to a third Party; and
 - 14.1.5 so far as it is aware, all [redacted], data and [redacted] provided by it under this [redacted] will be [redacted] and complete in all [redacted] respects, and it is [redacted] to provide the [redacted] to the other without [redacted] to any third Party;
 - 14.1.6 all necessary consents for the entering into and [redacted] of its [redacted] under this [redacted] have been [redacted];
 - 14.1.7 its obligations under this [redacted] are valid, [redacted] and [redacted];
 - 14.1.8 as at the date of this [redacted], it is not involved in any actions, [redacted] or other [redacted] for [redacted] resolution, and to its [redacted] there are no actions, arbitrations or other [redacted] for dispute [redacted] initiated [redacted] it and [redacted] for resolution.

15 INDEMNITY

- 15.1 Each Party ("**indemnifying Party**") [redacted] to indemnify and hold [redacted] the other ("**indemnified Party**") from and against all [redacted], costs, [redacted], [redacted] and [redacted] (including but not [redacted] to any direct, indirect losses, [redacted] and legal costs ([redacted] on a full indemnity basis) and all other [redacted] costs and [redacted]) suffered or [redacted] by the indemnified [redacted] arising out of or in connection with:
- 15.1.1 the [redacted] or use by the indemnified [redacted] or its authorised representatives of [redacted] or other items or [redacted] provided by the indemnifying [redacted] in relation to the [redacted]; and
 - 15.1.2 a [redacted] of any term, [redacted], representation, [redacted], [redacted] or [redacted] of the [redacted] Party contained in this [redacted], where the said [redacted] is not remedied within [redacted] days from the date the [redacted] Party receives written notice from the [redacted] Party [redacted] of such breach.
- 15.2 If any [redacted] party makes a [redacted], or notifies an [redacted] to make a claim, against the [redacted] Party which may reasonably be [redacted] likely to give rise to a [redacted] under this indemnity ("**Claim**"), the [redacted] Party shall:
- 15.2.1 as soon as reasonably [redacted], give written notice of the [redacted] to the indemnifying Party, [redacted] the nature of the [redacted] in reasonable detail;
 - 15.2.2 not make any [redacted] of liability, [redacted] or compromise in [redacted] to the [redacted] without the prior written [redacted] of the [redacted] Party (such consent not to be [redacted] conditioned, [redacted] or [redacted]); and
 - 15.2.3 give the [redacted] Party and its [redacted] advisers access at [redacted] times (on reasonable prior notice) to its [redacted] and its officers, directors, employees, agents, [redacted] or advisers, and to any [redacted] assets, accounts, [redacted] and records within the [redacted] or control of the [redacted] Party, so as to enable the [redacted] Party and its [redacted] advisers to examine them and to take [redacted] (at the [redacted] Party's expense) for the purpose of [redacted] the Claim.

16 LIMITATION AND EXCLUSION OF LIABILITY

- 16.1 Nothing in this [redacted] shall limit or exclude a [redacted] liability:
- 16.1.1 for [redacted] or personal injury caused by its [redacted], or that of its [redacted], [redacted] or [redacted];

- 16.1.2 for [redacted] or fraudulent [redacted];
- 16.1.3 for [redacted] of any [redacted] as to title or [redacted] possession implied by statute; or
- 16.1.4 for any other act, [redacted], or [redacted] which may not be [redacted] or excluded by law.
- 16.2 Subject to [redacted], neither [redacted] shall have any [redacted] to the other [redacted], whether in [redacted], tort (including negligence), breach of [redacted] duty, or [redacted], for any [redacted], or for any indirect or [redacted] loss [redacted] under or in connection with the [redacted].
- 16.3 Subject to [redacted], a Party's total [redacted] to the other [redacted], whether in [redacted], tort (including negligence), breach of [redacted] duty, or otherwise, arising under or in connection with this [redacted] shall be limited to Ringgit Malaysia [redacted] ([redacted]).
- 16.4 The Parties expressly [redacted] that if any [redacted] or provision [redacted] or [redacted] referred to in this [redacted] is held to be invalid under any [redacted] statute or rule of [redacted], it shall, to that [redacted], be deemed omitted in accordance with [redacted].

17 TERMINATION OF AGREEMENT

- 17.1 Without affecting any other [redacted] or [redacted] available to it, either [redacted] may terminate this [redacted] with immediate effect by giving written notice to the other [redacted]:
 - 17.1.1 if the other [redacted] fails to [redacted] any amount due under this [redacted] on the due date for [redacted] and remains in default not less than [redacted] days after being notified in [redacted] to make such [redacted];
 - 17.1.2 if the other [redacted] commits a [redacted] breach of any term of this [redacted] which breach is irremediable or (if such breach is [redacted]) fails to [redacted] that [redacted] within a [redacted] of [redacted] days after being [redacted] in writing to do so;
 - 17.1.3 if the other [redacted] suspends, or [redacted] to [redacted], payment of its [redacted] or is unable to pay its debts as they [redacted] due or is [redacted] to be unable to pay its [redacted] or [redacted] inability to [redacted] its [redacted];
 - 17.1.4 if the other [redacted] commences [redacted] with all or any [redacted] of its [redacted] with a view to rescheduling any of its debts, or makes a [redacted] for or enters into any [redacted] or [redacted] with its [redacted];
 - 17.1.5 where a [redacted] is a [redacted], if a petition is filed, a notice is given, a [redacted] is passed, or an [redacted] is made, for or in [redacted] with the [redacted] up of that other [redacted];
 - 17.1.6 where a [redacted] is a [redacted], if an [redacted] is made to [redacted], or an order is made, for the [redacted] of an [redacted], or if a notice of [redacted] to appoint an [redacted] is given or if an [redacted] is appointed, over the other [redacted];
 - 17.1.7 where a [redacted] is an [redacted], if the other [redacted] is the subject of a [redacted] petition or order;
 - 17.1.8 if a creditor or [redacted] of the other [redacted] attaches or takes [redacted] of, or a distress, [redacted], sequestration or other such [redacted] is levied or enforced on or sued against, the whole or any part of the other [redacted] assets and such [redacted] or [redacted] is not [redacted] within [redacted] days;
 - 17.1.9 if any event occurs, or [redacted] is taken, with respect to the other [redacted] in any [redacted] to which it is subject that has an effect [redacted] or similar to any of the events mentioned in the [redacted] above;
 - 17.1.10 if the other [redacted] suspends or ceases, or [redacted] to suspend or [redacted], carrying on all or a substantial part of its [redacted];
 - 17.1.11 if the other [redacted] (being an individual) [redacted] or, by reason of [redacted] or incapacity (whether [redacted] or physical), is [redacted] of managing his or her own [redacted] or becomes a [redacted] under any mental health [redacted];
 - 17.1.12 if any [redacted] given by the other [redacted] in [redacted] of this [redacted] is found to be untrue or misleading; or
 - 17.1.13 in accordance with [redacted].

17.2 For the [redacted] of [redacted], **material breach** means a [redacted] (including an [redacted] breach) that is serious in the widest [redacted] of having a [redacted] effect on the [redacted] which the terminating [redacted] would [redacted] derive from:

17.2.1 a [redacted] portion of this [redacted]; or

17.2.2 any of the [redacted] set out in [redacted]. In deciding whether any breach is material no regard shall be had to [redacted] it occurs by some [redacted], mishap, [redacted] or [redacted].

17.3 Without [redacted] any other right or [redacted] available to it, either [redacted] may [redacted] this [redacted] on giving not less than [redacted] months written [redacted] to the other [redacted].

18 CONSEQUENCES OF TERMINATION

18.1 On [redacted] of this [redacted], the [redacted] that would customarily survive [redacted] of this [redacted] shall [redacted] in force.

18.2 [redacted] of this [redacted] shall not affect any [redacted], remedies, [redacted] or [redacted] of the Parties that have accrued up to the date of [redacted], including the [redacted] to claim [redacted] in [redacted] of any [redacted] of [redacted] which [redacted] at or before the [redacted] of [redacted].

18.3 On termination of this [redacted], each [redacted] shall immediately:

18.3.1 return or [redacted] (as directed by the other [redacted]) any [redacted], [redacted], or other information or data or [redacted] intellectual property rights [redacted] to it by the other Party for the [redacted] of this [redacted]. If reasonably required [redacted] the other [redacted], it [redacted] written evidence (in the form of a letter [redacted] by it no later than [redacted] days after termination of this [redacted]) that [redacted] have been [redacted] and that it has not [redacted] any copies of them; and

18.3.2 [redacted] all of the other [redacted] equipment and [redacted], failing which, the other [redacted] may enter the relevant [redacted] and take possession of them. Until these are [redacted] or [redacted], that [redacted] shall be solely [redacted] for their [redacted].

19 FORCE MAJEURE

Neither [redacted] shall be in [redacted] of this [redacted] nor [redacted] for delay in [redacted], or failure to perform, any of its [redacted] under this [redacted] if such delay or failure result from events, [redacted] or causes beyond its [redacted] control. In such [redacted] the affected [redacted] shall be entitled to a [redacted] extension of the time for [redacted] such obligations. If the [redacted] of delay or non-continues for [redacted] months, the [redacted] not affected may [redacted] this [redacted] by giving [redacted] days [redacted] notice to the affected [redacted].

20 ASSIGNMENT AND OTHER DEALINGS

The [redacted] shall not [redacted] or deal in any other [redacted] with any or all of its [redacted] and [redacted] under this [redacted] without the prior written [redacted] of the other [redacted] (such [redacted] not to be [redacted] withheld or delayed).

21 VARIATION

No [redacted], [redacted] or [redacted] of this [redacted] shall be effective unless it is in [redacted] and [redacted] by the [redacted] (or their [redacted] representatives).

22 NOTICES

22.1 A notice given to a [redacted] under or in [redacted] with this [redacted] shall be in writing and shall be [redacted] by hand or sent by [redacted] post to the [redacted] at the address below, or [redacted] to the [redacted] fax number below:

If to Party A:

Address : [redacted]

Tel No. : [REDACTED]

Fax No. :

Attention : [REDACTED]

If to Party B:

Address : [REDACTED]

Tel No. : [REDACTED]

Fax No. :

Attention : [REDACTED]

22.2 This [REDACTED] does not apply to the [REDACTED] of any [REDACTED] or other [REDACTED] in any [REDACTED] action or, where [REDACTED], any [REDACTED] or other method of dispute [REDACTED].

22.3 A [REDACTED] given under this [REDACTED] is not valid if sent by e-mail.

23 SEVERANCE

23.1 If any [REDACTED] or part-provision of this [REDACTED] is or [REDACTED] invalid, illegal or [REDACTED], it shall be deemed [REDACTED] to the minimum extent [REDACTED] to make it [REDACTED], legal and [REDACTED]. If such modification is not [REDACTED], the relevant provision or [REDACTED] shall be deemed deleted. Any [REDACTED] to or deletion of a [REDACTED] or part-provision under this [REDACTED] shall not [REDACTED] the validity and [REDACTED] of the rest of this [REDACTED].

23.2 If any [REDACTED] or part-provision of this [REDACTED] is invalid, illegal or [REDACTED], the Parties shall negotiate in good [REDACTED] to amend such [REDACTED] so that, as [REDACTED], it is legal, valid [REDACTED], and, to the greatest extent [REDACTED], achieves the intended [REDACTED] result of the original [REDACTED].

24 NO PARTNERSHIP OR AGENCY

24.1 Nothing in this [REDACTED] is [REDACTED] to, or shall be deemed to, establish any [REDACTED] any of the [REDACTED], constitute any [REDACTED] the [REDACTED] of another [REDACTED], or authorise any [REDACTED] to make or enter into any [REDACTED] for or on behalf of any other [REDACTED].

24.2 Each Party [REDACTED] it is acting on its own [REDACTED] and not for the [REDACTED] of any other person.

25 RIGHTS AND REMEDIES

[REDACTED] as expressly provided in this [REDACTED] the rights and [REDACTED] provided under this [REDACTED] are in addition to, and not [REDACTED] of, any rights or [REDACTED] provided by law.

26 INADEQUACY OF DAMAGES

Without [REDACTED] to any other [REDACTED] or [REDACTED] that a Party ("**first Party**") may have, the other ("**other Party**") [REDACTED] and agrees that [REDACTED] alone would not be an adequate remedy for any breach of the terms of this [REDACTED] by the first [REDACTED]. Accordingly, the first [REDACTED] shall be [REDACTED] to the remedies of [REDACTED], specific [REDACTED] or other equitable [REDACTED] for any threatened or actual breach of the terms of this [REDACTED].

27 WAIVER

- 27.1 A [redacted] of any right or [redacted] under this [redacted] or by law is only [redacted] if given in writing and shall not be deemed a [redacted] of any subsequent [redacted] or default.
- 27.2 A [redacted] or delay by a [redacted] to exercise any right or [redacted] provided under this [redacted] or by law shall not constitute a [redacted] of that or any other right or [redacted], nor shall it prevent or restrict any further [redacted] of that or any other right or [redacted]. No single or partial [redacted] of any [redacted] or [redacted] provided under this [redacted] or by law shall prevent or restrict the further [redacted] of that or any other [redacted] or [redacted].

28 COUNTERPARTS

This [redacted] may be executed in any number of [redacted], each of which when executed shall constitute a [redacted] original, but all the [redacted] shall together constitute the one [redacted].

29 FURTHER ASSURANCE

At its own expense, each [redacted] shall, and shall use all reasonable [redacted] to procure that any necessary third [redacted] shall, execute and [redacted] such [redacted] and perform such acts as may [redacted] be required for the [redacted] of giving full effect to this [redacted].

30 COSTS

Subject to [redacted], each [redacted] shall pay its own costs incurred in [redacted] with the negotiation, preparation, and execution of this [redacted]. The [redacted] agree to bear the stamp duty [redacted] on this Agreement equally.

31 ENTIRE AGREEMENT

- 31.1 This [redacted] constitutes the entire [redacted] between the [redacted] and supersedes and extinguishes all previous drafts, [redacted], arrangements and [redacted] between them, whether [redacted] or [redacted], relating to its subject matter.
- 31.2 Each [redacted] agrees that it shall have no [redacted] in respect of any representation or warranty (whether made innocently or [redacted]) that is not set out in this [redacted]. No Party shall have any claim for [redacted] or negligent [redacted] based on any [redacted] in this [redacted].

32 GOVERNING LAW AND JURISDICTION

- 32.1 This [redacted] and any dispute or claim [redacted] out of or in [redacted] with it or its [redacted] matter or [redacted] (including [redacted] disputes or claims) shall be [redacted] by and construed in [redacted] with the law of Malaysia.
- 32.2 Each Party [redacted] agrees that the courts of [redacted] shall have exclusive [redacted] to settle any dispute or claim arising out of or in [redacted] with this [redacted] or its subject [redacted] or [redacted] (including [redacted] disputes or claims).
- 32.3 The [redacted] agree that they shall amicably [redacted] and resolve any [redacted] that arise [redacted] or in connection with this [redacted] before bringing any [redacted] in the courts of [redacted].

33 TIME

[redacted] whenever mentioned in this [redacted] shall be of the [redacted].

[the rest of the page is intentionally left blank]

Execution

Executed as an [redacted] the day and year first stated above.

SIGNED by Party A

[redacted] (Company Reg. No.: [redacted])

in the presence of:-

)

)

)

.....

Witness

Name:

NRIC/Passport No.:

.....

Name:

NRIC/Passport No.:

Designation:

SIGNED by Party B

[redacted] (Company Reg. No.: [redacted])

in the presence of:-

)

)

)

.....

Witness

Name:

NRIC/Passport No.:

.....

Name:

NRIC/Passport No.:

Designation: