

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

SHARE SUBSCRIPTION AGREEMENT

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This Subscription Agreement ("**Agreement**") is made on _____

(1) _____ (Company Reg. No.: _____ a company incorporated and registered in _____ whose place of business is at _____ ("**Issuer**"); and

(2) _____ (NRIC/Passport No.: _____) whose address is at _____ r ("**Subscriber**").

Each of the Issuer and the _____ is referred to as "**Party**" and collectively, as the "**Parties**".

RECITALS

(A) The Issuer is a _____ company _____ by shares _____ in _____ and as at the _____ of this _____, having the _____ and paid up share capital of _____ divided into _____.

(B) The Issuer has _____ to issue and the _____ has _____ to subscribe for _____ ordinary _____ in cash as described in _____, in accordance _____ the Issuer's _____, and _____ to the _____ in this Agreement.

It is agreed as follows:

1 DEFINITIONS AND INTERPRETATION

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

Agreement means this _____ Agreement as _____, varied, novated or _____ from time to _____;

Business Day _____ any day, not including a Saturday, Sunday and public holiday, on which banks are open for _____ in the state in _____ which the Issuer operates;

Encumbrances means any _____, debenture, _____, _____, _____, _____, lien, _____ or other security _____ or _____ arrangement of any kind;

New Shares means the _____ ordinary shares to be _____ to the _____;

Parties means the parties to this _____ from time to time and _____ shall mean any one of them;

Subscription Price means the total _____ price agreed to be paid by the _____ for the New Shares;

Warranties means the _____ and warranties set out in _____.

1.2 In this _____ unless the _____ otherwise requires, any _____ to an _____ shall be _____ as including a _____ to any _____ modification, _____ or _____ (whether before or _____ the date of this _____) from time to time _____ by the Parties.

- 1.3 References in this [redacted] to clauses, [redacted], paragraphs and schedules shall, unless the context [redacted] requires, be references contained in this [redacted]
- 1.4 Words and [redacted] defined in the [redacted], shall bear the same [redacted] in this Agreement.
- 1.5 Headings are for ease of [redacted] only and [redacted] not be taken into [redacted] in [redacted] this Agreement.
- 1.6 [redacted] the context otherwise [redacted], words importing the [redacted] include the [redacted] and vice versa and words [redacted] a gender include [redacted] gender.

2 SUBSCRIPTION OF SHARES

- 2.1 Subject to [redacted] terms and conditions of this [redacted], the [redacted] shall issue and [redacted] and the [redacted] shall, [redacted] upon the [redacted], subscribe for the New [redacted] free from all claims, charges, [redacted] and other [redacted] upon the [redacted] set out in [redacted] of this [redacted].
- 2.2 The [redacted] of the [redacted] to subscribe for the [redacted] Shares is [redacted] upon the [redacted] of the [redacted] and board of [redacted] of the Issuer for the [redacted] and [redacted] by the [redacted] of the New [redacted] and its [redacted] by the [redacted] within [redacted] days from the [redacted] of this Agreement.
- 2.3 Upon the [redacted] of the [redacted] stated in [redacted] and in [redacted] for the [redacted] and [redacted] of the New [redacted], the [redacted] shall pay the Subscription [redacted] within fourteen days from the date of [redacted] of the [redacted] stated in [redacted], whereupon the [redacted] shall [redacted] the [redacted] name in the Issuer's register of [redacted] as [redacted] of the New Shares and to deliver or cause to be [redacted] to the [redacted] or any other [redacted] as the [redacted] may [redacted], the [redacted] share [redacted] in respect of the New Shares in the [redacted] of the Subscriber.
- 2.4 The terms of the New Shares are set out in [redacted]

3 PROVISION OF INFORMATION

The [redacted] shall [redacted] to [redacted] deliver to the [redacted] as and when [redacted] in [redacted] by the Subscriber prior to the [redacted] of the original [redacted] certificates in [redacted] of the New [redacted] under [redacted] 2.3, such [redacted] and other [redacted] relating to [redacted] Issuer as the [redacted] may reasonably require provided [redacted] that such [redacted] is not price [redacted] that [redacted] not been [redacted] to the public and the [redacted] of such [redacted] to the [redacted] will not [redacted] any rules, regulations, laws, [redacted] or [redacted] imposed by any [redacted], judgements or [redacted].

4 REPRESENTATIONS AND WARRANTIES

- 4.1 Each of the Parties warrants to the other as follows:
- 4.1.1 The Issuer represents and [redacted] to the [redacted] that:
- 4.1.1.1 it has the [redacted] power and [redacted] to enter and perform this [redacted] and this [redacted] shall [redacted] binding [redacted] of the Issuer in [redacted] with its terms;
- 4.1.1.2 the [redacted] true copy of the [redacted] of the [redacted] (if applicable) [redacted] by the Issuer to the [redacted] at the date of this [redacted] is [redacted] and [redacted] as at [redacted] date; and
- 4.1.1.3 the [redacted] has [redacted] its [redacted] in all [redacted] in [redacted] with all applicable [redacted] and [redacted] of [redacted] and has or at all [redacted] times will [redacted] all requisite power, [redacted] and legal [redacted], and has all [redacted] governmental [redacted] authorisations, [redacted] and [redacted] necessary to own its [redacted] and carry on its [redacted].
- 4.1.2 The Subscriber [redacted] and [redacted] to the Issuer it has full [redacted] and [redacted] to enter [redacted] and [redacted] the terms of this [redacted], it is not [redacted] nor involved in any [redacted] it is in [redacted] and will [redacted] with all laws [redacted] to it.
- 4.1.3 Both [redacted] covenants and [redacted] to the other [redacted] that it will disclose [redacted] in writing of any [redacted] which may [redacted] known to it after the [redacted] of this Agreement [redacted] may [redacted] a breach of, or are [redacted] with, any of the [redacted].

5 TERMINATION/REMEDIES

- 5.1 If, prior to the [redacted] of the [redacted] in respect of the [redacted] under [redacted], a Termination Event (as defined in [redacted] below) [redacted] in respect of any [redacted] ("**Terminated Party**"), the other [redacted] ("**Terminating Party**") may (but is not obliged to) by [redacted] notice immediately [redacted] its obligations under this [redacted].
- 5.2 Any notice delivered under [redacted] must:
- 5.2.1 be [redacted] and delivered to the [redacted] Party at its [redacted] set out in [redacted];
- 5.2.2 [redacted] that the Agreement is [redacted]; and
- 5.2.3 [redacted] set out the Termination Event.
- 5.3 It is a **Termination Event** if:
- 5.3.1 any [redacted] fails to perform or [redacted] any [redacted], obligation or [redacted] or implied in this [redacted] and does not [redacted] the failure (if [redacted] of remedy) to the [redacted] of the other Party [redacted] Business Days after [redacted] by it of a [redacted] any other [redacted] specifying the [redacted];
- 5.3.2 any [redacted] or [redacted] in or given [redacted] this [redacted] is or [redacted] false, misleading or [redacted] and failed to be [redacted] (if capable of remedy) to the [redacted] of the other [redacted] within [redacted] Business Days after receipt by the [redacted] giving the warranty of [redacted] the [redacted] of a notice [redacted] the other Party [redacted] the breach;
- 5.3.3 any of the [redacted] occurs [redacted] has a material [redacted] effect on the [redacted] or financial [redacted] of the [redacted] which [redacted] it unable to [redacted] its [redacted] course of business:
- 5.3.3.1 the [redacted] of [redacted] into the [redacted]; or
- 5.3.3.2 the [redacted] by any relevant authority of any [redacted] or policy;
- 5.3.4 a [redacted], receiver and manager, [redacted] or similar official is [redacted] over any of the assets or [redacted] of the Issuer;
- 5.3.5 the [redacted] is or [redacted] unable to [redacted] its debts [redacted] they are due or [redacted] unable to pay its [redacted];
- 5.3.6 the [redacted] enters into or [redacted] to enter into any [redacted] composition or with, or [redacted] for the [redacted] of, its [redacted] or any class of them, [redacted] for the [redacted] into of any deed of [redacted] for the [redacted] of the [redacted] of security in [redacted] to any of its [redacted];
- 5.3.7 an application or [redacted] is made for the [redacted] up or [redacted] of the Issuer or a resolution is [redacted] or any [redacted] are [redacted] to pass a [redacted] for the [redacted] or [redacted] of the Issuer [redacted] than for the [redacted] of an [redacted] or [redacted]; or
- 5.3.8 the Issuer ceases or [redacted] to cease [redacted] on a [redacted] portion of its [redacted].
- For the [redacted] of [redacted] the Issuer ceases or [redacted] to cease carrying on a substantial portion of its business [redacted] the ceasing [redacted] of such [redacted] will have a adverse [redacted] on the [redacted] of the [redacted] or the [redacted] of the Issuer to [redacted] its [redacted] under this [redacted].
- 5.4 [redacted] the Termination Events, the [redacted] agree that prior to the [redacted] of the New Shares under [redacted], the [redacted] may by [redacted] agreement [redacted] this Agreement.
- 5.5 Upon [redacted] of this Agreement, the [redacted] under this [redacted] of the Terminating Party shall cease and any [redacted] of the Terminating Party in [redacted] of the Terminated Party under this [redacted] shall remain, and, in [redacted] to the right to [redacted], specific [redacted] and to any other right or [redacted] which it may have [redacted] the [redacted] Party for breach of the [redacted], the [redacted] Party shall [redacted] the Terminating Party for all [redacted], charges [redacted] expenses incurred by it in [redacted] with the [redacted] or rescission of this [redacted].
- 5.6 If the [redacted] relates to [redacted] the Terminating Party shall not [redacted] any [redacted] to specific [redacted].

6 NOTICES

6.1 A [redacted] or other [redacted] given to a Party under or in [redacted] with this [redacted] shall be in writing, in [redacted] and shall be [redacted] by hand, fax or sent by registered post to:

If to the Issuer:

Address : [redacted]
Tel No. : [redacted]
Fax No. : [redacted]
Attention : [redacted]

If to the Subscriber:

Address : [redacted]
Tel No. : [redacted]
Fax No. : [redacted]
Attention : [redacted]

6.2 [redacted] of a notice is [redacted] to have taken [redacted] (provided that all other [redacted] in this [redacted] have been [redacted]) if delivered by [redacted], at the [redacted] the notice is left at the address, or if sent by fax, at the time of [redacted], or if sent by [redacted] on the fifth [redacted] Day after posting, unless [redacted] deemed [redacted] would occur outside [redacted] hours (meaning 9.00 am to 5.30 pm Monday to Friday on a [redacted] that is not a public [redacted] in the place of deemed receipt), in [redacted] case deemed receipt will occur when [redacted] next starts in the place of [redacted] (and all references to [redacted] are to local time in the place of [redacted]).

7 SEVERANCE

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

8 RIGHTS AND REMEDIES

The rights and [redacted] provided in this [redacted] are [redacted] and not [redacted] of any rights and remedies [redacted] by law.

9 VARIATION AND WAIVER

9.1 No variation, amendment or [redacted] of this [redacted] shall be [redacted] unless it is in [redacted] and signed by the Parties (or their authorised representatives).

9.2 No [redacted] or delay by a [redacted] to exercise [redacted] right or remedy [redacted] under this [redacted] or by law shall constitute a [redacted] of that or any [redacted] right or [redacted], nor shall it [redacted] or [redacted] the further [redacted] of that or [redacted] other [redacted] or remedy. No single or partial [redacted] of such right or remedy shall [redacted] or restrict the [redacted] exercise of that or any [redacted] right or [redacted]. A [redacted] of any [redacted] or [redacted] under [redacted] Agreement or by law is [redacted] effective if it is in [redacted].

10 ASSIGNMENT

Neither _____ shall assign, or _____ in any other _____ with any or all of its _____ and _____ under _____ without the prior _____ consent of the _____ Party.

11 SUCCESSORS-IN-TITLE

The _____ of this _____ shall be _____ on the _____ successors-in-title of the _____ and the _____ of the _____.

12 RELATIONSHIP

Nothing in this _____ constitutes or is to be _____ to _____ a Party as the _____, agent or _____ of the other Party. A Party _____ not have the _____ or power to _____ the other _____ on any matter, or incur any _____ on behalf of or _____ the credit of _____ other Party, _____ the prior written _____ of the other _____.

13 FURTHER ASSURANCE

Each Party has _____ into this _____ in good _____ and shall _____ all such _____ and _____ to the other Party and _____ and do and procure all other _____ person or _____, if any, to _____ and do all such further acts, deeds, _____ and things as _____ be reasonably _____ so _____ full effect _____ be given to the _____ and _____ of this _____.

14 TIME

Time is of the essence of this _____.

15 ENTIRE AGREEMENT

This _____ is the _____ agreement _____ the _____ in _____ of its subject matter and all previous _____ with _____ to its subject matter.

16 CONFIDENTIALITY

16.1 Save for any press _____ or other public _____ which the Issuer or the _____ may deem _____ to be made in _____ with the proposed _____ of the New Shares, no _____ of any _____ shall be made in _____ of the subject matter of this _____ unless specifically _____ between the _____ or required by any rules, _____ laws, _____ or _____ imposed by _____ authority.

16.2 The _____ shall hold _____ all information _____ from the _____ and shall not _____ any part of the _____ to third _____ except _____ the _____ consent of the other _____.

17 GOVERNING LAW AND JURISDICTION

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

17.2 Each Party _____ agrees that _____ courts of _____ shall _____ exclusive _____ to settle any _____ or claim (including _____ disputes or claims) arising out of or in _____ with this _____ or its subject matter or _____.

18 COSTS

18.1 Except as _____ provided for in this _____, each Party shall be _____ for and _____ bear all its own _____ and costs in _____ with the _____ preparation or _____ of this _____.

18.2 For the _____ of doubt, the Issuer _____ bear all stamp duties, _____ fees, _____ (if any) other costs in _____ with the _____ of this Agreement and the New Shares.

19 INDEPENDENT ADVICE

The Subscriber _____ that it has _____ himself _____ the financial, legal, _____ and other related _____ prior to _____ this _____ and the _____ further _____ and _____ that he has read, _____, and agreed to be _____ by all the terms and conditions _____.

[redacted], with [redacted] knowledge and [redacted] of the contents [redacted], of his own [redacted] will and [redacted] full and [redacted] to do so.

20 DATE OF AGREEMENT AND COUNTERPARTS

This [redacted] may be [redacted] on [redacted] dates for [redacted] sole [redacted] of all the [redacted] and may be [redacted] into in any [redacted] of [redacted], all of [redacted] taken [redacted] shall [redacted] one and the [redacted]. Any [redacted] may [redacted] into this [redacted] by [redacted] any such [redacted]. The date as [redacted] herein [redacted] be final and [redacted] as the [redacted] of this [redacted].

21 INCONSISTENCY OF DOCUMENTS

In the [redacted] of any [redacted] of the terms [redacted] this [redacted] and the [redacted] of the [redacted], the terms of this [redacted] shall [redacted] over the [redacted] of the Issuer.

22 SCHEDULES AND APPENDIXES

The [redacted] and [redacted] (if any) annexed [redacted] shall be taken read and [redacted] as an [redacted] of this [redacted].

[the rest of the page is intentionally left blank]

SCHEDULE 1

Terms of the New Shares

Issuer	:	[REDACTED]
New Shares To Be Issued	:	[REDACTED]
Issue Amount	:	[REDACTED]
Issue Date	:	To be determined by the Issuer.
Tenure	:	Perpetual.
Dividend	:	The [REDACTED] shall carry a [REDACTED] which will be [REDACTED] at the option of the Issuer in [REDACTED] with its [REDACTED] and/or the [REDACTED], as [REDACTED] and provided that [REDACTED] such [REDACTED] shall only be [REDACTED] subject to the [REDACTED] of [REDACTED] profits.
Status of New Shares	:	The [REDACTED] will be rank [REDACTED] (at same rank) [REDACTED] the then [REDACTED] and paid-up shares of the [REDACTED] with effect [REDACTED] the [REDACTED] of their [REDACTED].
Rights	:	<p><u>Voting rights</u> The New Shares carry voting rights.</p> <p><u>Other rights</u> All rights and powers [REDACTED] under the [REDACTED] on the holder of the [REDACTED].</p>
Listing	:	The New Shares will not be [REDACTED] on any stock [REDACTED].
Governing Law	:	The laws of [REDACTED].

EXECUTED by the Parties as an agreement on the date of this agreement.

The Common Seal of

_____ (Company Reg. No.: _____)

was affixed hereto in accordance

with its constitution

)

)

)

)

Director

Name:

NRIC No./Passport No.:

Director/Secretary

Name:

NRIC/Passport No.:

SIGNED by

in the presence of:-

)

)

)

Witness

Name:

NRIC/Passport No.:

Name:

NRIC/Passport No.: _____
