

CALL OPTION AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 201X

BETWEEN

[Name] (Company No. [Company Number]), a private limited company incorporated in Malaysia and having its registered office at [Address] ("**Grantor**") of the one part;

AND

[Name] (Company No. [Company Number]), a private limited company incorporated in Malaysia and having its registered office at [Address] ("**Grantee**") of the other part.

WHEREAS: -

- (A) **[Name of Company]** (Company No. [Company number]) is a private limited company incorporated in Malaysia and having its registered office at [Address] ("**Company**") with an authorised share capital of Ringgit Malaysia [***] (RM[***]) divided into [***] ([***]) ordinary shares of Ringgit Malaysia One (RM1.00) each, of which [***] ([***]) ordinary shares of Ringgit Malaysia One (RM1.00) each have been fully paid-up or credited as fully paid-up.
- (B) Pursuant to a share sale agreement entered into between the Grantor and the Grantee dated [***] ("**Share Sale Agreement**"), the Grantor sold [***] ([***]) ordinary shares of Ringgit Malaysia One (RM1.00) each in the share capital of the Company representing [***] per centum ([***]%) of the issued and paid-up share capital of the Company to the Grantee, upon the terms and conditions therein contained.
- (C) The Grantor is the beneficial owner of [***] ([***]) ordinary shares of Ringgit Malaysia One (RM1.00) each, representing [***] per centum ([***]%) of the total issued and paid-up share capital of the Company.
- (D) The Grantor hereby agrees to grant an option in favour of the Grantee, whereby the Grantee shall be entitled to purchase and require the Grantor to sell to the Grantee, an additional [***] ([***]) ordinary shares of Ringgit Malaysia One (RM1.00) each, representing [***] per centum ([***]%) of the total issued and paid-up share capital of the Company ("**the Option Shares**") upon the terms and subject to the conditions herein contained.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, each of the following expression has, except where the context otherwise requires, the meaning shown opposite it:

"**Act**" means the Companies Act, 1965 (including any amendments thereto);

"**Agreement**" means this agreement, as varied, amended or supplemented from time to time by the parties;

“Business Day” means a day excluding Saturdays, Sundays and public holidays (including announced ungazetted public holidays), on which banking and financial institutions are open for business in Kuala Lumpur for transaction of business of the nature required or contemplated by this Agreement;

“Company” means **[Name of Company]** (Company No. [Company Number]) is a private limited company incorporated in Malaysia and having its registered office at [Address];

“Completion Date” means the date of completion of the of the sale and purchase of the Option Shares in accordance with Clause 4.1 hereof;

“Exercise Date” means the date of the Option Notice;

“Exercise Price” means RM[***] per Option Share aggregating the sum of Ringgit Malaysia [***] (RM[***]) only;

“Memorandum & Articles of Association” means the Memorandum & Articles of Association of the Company that has been lodged with the Companies Commission of Malaysia;

“Option Notice” means a notice exercising the Call Option pursuant to Clause 3.2 hereof, substantially in the form set out in the Schedule I hereto;

“Option Period” means the period from [***] to [***];

“Option Shares” means [***] ([**%]) ordinary shares of Ringgit Malaysia One (RM1.00) each, representing [***] per centum ([**%]) of the total issued and paid up share capital of the Company and includes all and any dividends, interest or other distributions paid or payable after the Completion Date and all accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, monies or property accruing thereto or offered at any time by way of conversion, redemption, exchange, rights issue, warrants offer, bonus, preference, option, capital reorganisation or otherwise howsoever in respect thereof;

“Parties” or “Party” means the parties or any party to this Agreement, their heirs, estates, personal representatives, successors in title and permitted assigns;

“Ringgit Malaysia” or “RM” means the lawful currency of Malaysia; and

“Transfer Terms” means that all the Option Shares shall be transferred free from any encumbrances or any restriction in dealings together with all title, rights, benefits and interests attaching thereto as at the Exercise Date.

- 1.2 Words and expressions denoting the singular include the plural and vice versa.
- 1.3 Words and expressions denoting the whole include any part.
- 1.4 Words and expressions denoting any gender include all genders.
- 1.5 Words and expressions applicable to a natural person include any person.
- 1.6 A person includes its estate, heirs, personal representatives, successors in title and any other person for the time being deriving title under it.

- 1.7 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian calendar.
- 1.8 A statute or statutory provision includes a reference to:-
- (a) that statute or statutory provision; and
 - (b) all statutory instruments or orders made pursuant to it;
- as from time to time amended, extended, re-enacted or consolidated.
- 1.9 Any word or expression used in this Agreement which is defined in the Act shall have the meaning ascribed to them in the said Act.
- 1.10 A document includes the same as from time to time varied in any manner or respect whatsoever or howsoever and any document from time to time issued or executed supplemental, in addition or in substitution to or for it.
- 1.11 Headings and sub-headings are inserted for convenience only and have no legal effect.
- 1.12 Unless prohibited by law, no rule of construction applies to the disadvantage of the Party responsible for the preparation of this Agreement.

2. GRANT OF CALL OPTION

- 2.1 In consideration of the premises, the Grantor hereby grants to the Grantee the option ("**Call Option**") to purchase the Option Shares, on the exercise of which the Grantor shall become bound to sell and the Grantee shall become bound to complete the purchase of all and not part of the Option Shares as stipulated in the Option Notice given by the Grantee to the Grantor on the Transfer Terms.

3. EXERCISE OF OPTION

- 3.1 The Grantee may exercise the Call Option at any time during the Option Period PROVIDED ALWAYS THAT in the event that the Grantee shall fail to exercise the Call Option on the expiry of the Option Period, the Call Option shall be deemed to be automatically lapsed on the last day of the Option Period.
- 3.2 Subject to the provisions herein, the Call Option may be exercised by the Grantee by giving the Option Notice to the Grantor.

4. COMPLETION

- 4.1 Completion of the sale and purchase of the Option Shares shall take place at the registered office of the Company as stated above (or such other place as may be mutually agreed upon between the parties) within seven (7) days from the Exercise Date ("**Completion Date**").
- 4.2 On the Completion Date, the Grantor shall deliver the following documents to the Grantee in exchange of the payment of the Exercise Price from the Grantee:
- (a) the transfer forms in respect of the Option Shares duly executed by the Grantor in

favour of the Grantee together with the duly executed Form PDS 6;

- (b) the original share certificates of the Option Shares;
- (c) the certified extract of the board resolution passed in accordance with the Memorandum and Articles of Association of the Company approving the transfer of the Option Shares from the Grantor to the Grantee and the registration of such transfer; and
- (d) a certified extract of the board resolution passed in accordance with the Memorandum and Articles of Association of the Company appointing with immediate effect such person to be nominated by the Grantee to be the new director of the Company.

- 4.3 The Grantor further agrees that he shall on the Completion Date and subject to the payment of the Exercise Price by the Grantee in accordance with the terms herein, do all acts and things as may be necessary to transfer the Option Shares in favour of the Grantee and take such other action or actions as are incidental thereto to vest the legal and beneficial interest in the Option Shares in favour of the Grantee.

5. DURATION OF OBLIGATIONS

- 5.1 This Agreement shall become effective from the date hereof and shall subsist for the duration of the Option Period unless terminated in writing by the Grantee.
- 5.2 On the termination of this Agreement, the rights and obligations of the Parties hereunder shall cease and determine save in respect of any antecedent breach of this Agreement.

6. NOTICES

- 6.1 Any notice or other communication to be given or sent hereunder shall be left or sent by prepaid registered post or facsimile transmission or courier to the Party concerned at his address, email address or facsimile number set out below or such other address or facsimile number as the Party concerned shall have notified in accordance with this Clause to the other Parties.

The Grantor

Address : [*]

Fax No: [*]

Email: [*]

The Grantee

Address : [*]

Fax No: [*]

Email: [*]

- 6.2 Any such notice shall be deemed to be served and received,

- (a) if left at any such address, at the same time when it is so left;
- (b) if sent by post, forty eight (48) hours after posting within the same country or seven (7) days after posting internationally;
- (c) if sent by facsimile transmission, at the time of despatch of the facsimile transmission to the correct facsimile number;
- (d) if sent by email, at the time of delivery of the email; and
- (e) if sent by courier, on the second day following the day of placing it with the relevant courier services, as the case may be.

7. WAIVER

- 7.1 No delay or failure by any of the Parties to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof, unless made in writing. No single waiver shall constitute a continuing or subsequent waiver.

8. AMENDMENT

- 8.1 This Agreement shall not be varied or amended unless such variation or amendment has been expressly agreed to in writing by the Parties.

9. SEVERABILITY

- 9.1 If any one or more of the provisions or part thereof contained in this Agreement should be or become invalid or unenforceable due to whatever reason or reasons, this shall not in any way affect or impair the validity or enforceability of the remaining provisions.

10. TIME

- 10.1 Time shall be of the essence of this Agreement.

11. COSTS

- 11.1 Each Party shall bear its own costs, fees and expenses of and incidental to the preparation of this Agreement and the transfer of the Option Shares from the Grantor to the Grantee.
- 11.2 The Grantee shall bear the stamp duty payable on this Agreement and on the transfer of the Option Shares from the Grantor to the Grantee.

12. GOVERNING LAW

- 12.1 The Parties hereby agree that this Agreement shall be governed by and construed in accordance with the laws of Malaysia.

13. ENTIRE AGREEMENT

- 13.1 This Agreement shall constitute the entire agreement between the Parties relating to the subject matter contained in this Agreement and supersede all prior or contemporaneous negotiations, commitments and understanding of the Parties whether oral, written or otherwise.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

The Grantor

Signed by)	
for and on behalf of)	
[Name of Grantor])	
in the presence of:-)

The Grantee

Signed by)	
for and on behalf of)	
[Name of Grantee])	
in the presence of:-)

SCHEDULE I

Form of Option Notice

Date:

To:

Dear Sir,

CALL OPTION AGREEMENT DATED [*]
BETWEEN [NAME OF GRANTOR] AND [NAME OF GRANTEE] ("CALL OPTION AGREEMENT")**

I refer to the Call Option Agreement. Terms defined in the Call Option Agreement shall bear the same meanings herein.

I hereby exercise the Call Option granted to me under Clause 2.1 of the Call Option Agreement to purchase from you, [***] ([**]) ordinary shares of Ringgit Malaysia One (RM1.00) each in [Name of Company] (Company No. [Company Number]) ("Option Shares") at the Exercise Price and upon the terms and conditions of the Call Option Agreement.

Pursuant to Clause 4.1 of the Call Option Agreement, the completion of the sale and purchase of the Option Shares shall take place within seven (7) days from the date hereof.

Kindly acknowledge receipt.

Yours faithfully
