

## LIST OF AGREEMENTS FOR LOCAL NOMINEE COMPANY

### **A) Call Option Agreement:**

The call option agreement is a legally-binding agreement between two parties, the buyer/nominee and the Seller Company, governing the terms of a call option. The buyer/nominee of the call option has the right (but not the obligation) to buy an agreed quantity of a particular commodity or security, for example shares in a company, from the Seller Company of the option within a certain time frame, for a certain price. The Seller Company is obligated to sell the predefined commodities or securities should the buyer/nominee decide to exercise the call option.

This call option agreement covers the standard terms of a call option, for example the option period, quantity and price of shares or security, and consideration for the call option, as well as a number of detailed additional clauses including but not limited to Representation and Warranties, Covenants and Settlement of Disputes.

As per the call option agreement:

- The Nominee grants to the Seller Company exclusive, irrevocable and unconditional rights to the Seller Company to purchase all, but not less than all of, the Options Shares (Call Option) at any time during the Exercise period.
- The Seller Company shall exercise the Call Option at any time during the Exercise Period by serving a Call Option Notice to the Nominee.

### **B) Loan Agreement:**

The Loan Agreement is a legally binding agreement between two parties, the Lender (Seller Company) and the Borrower/ Nominee, whereas the Lender (Seller Company) has made available to the Borrower/nominee a facility of borrowing for the sole purpose of enabling the Borrower to fund the purchase of Shares.

In the agreement both the Lender ( Seller Company) and the borrower/nominee acknowledge and agree that this Loan Agreement shall be a limited recourse loan agreement under which the Lender's claim in respect of payment of the Loan hereunder shall be restricted to (i) net proceeds received by the Borrower/Nominee from the sale of all or any of the Shares, (ii) dividends on the Shares actually received by the Borrower/Nominee and (iii) net proceeds received by the Borrower as a result of the liquidation of the Company.

The Lender (Seller Company) and borrower further acknowledge and agree through this agreement that the Borrower may satisfy the Loan hereunder by tendering the Shares to the Lender. In such an event, the Lender may accept such tender or to designate a qualified party to do so. All net proceeds of the transfer of the Shares received by the Borrower/Nominee shall be paid over to the Lender upon which the Loan shall be deemed satisfied and the obligations of the Borrower hereunder extinguished.

### **C) Cooperation Agreement:**

The Co-operation Agreement is a legal binding agreement between two parties, the Seller Company and the Nominee, whereas the Seller Company and the Nominee agrees and acknowledges to co-operate in running the company, including the cooperation between the Seller Company and the Nominee for the purchase and management and selling of shares.

Nominee and the Seller Company agree and acknowledge in the cooperation agreement among others the following key factors:

- that the Seller Company shall have the beneficial interests in the shares
- that the Purchase price of the shares paid by the Nominee shall be a debt to the Seller Company
- that in the event of issuance of new share by Seller Company, the Nominee shall have the sole right for subscription
- that the Nominee shall designate the Seller Company as his representative/proxy in exercising his rights on the shares.

### **D) Pledge of Share Agreement:**

The Pledge of Share Agreement is a legal binding agreement between two parties, the Pledger (Nominee) and the Pledgee (Seller Company), whereas the Pledger (Nominee) and the Pledgee (Seller Company) have entered into a Loan Agreement pursuant to which the Pledgee has advanced loan to the Pledger for the purpose of acquiring shares. The loan agreement stipulates that the Pledger (Nominee) shall pledge the Shares in favour of the Pledgee (Seller Company) to secure repayment of the Loan and the Pledger's performance of his other obligations under the Loan Agreement.

To secure the due, punctual and complete satisfaction of the Pledger's ( Nominee's) obligations to the Pledgee ( Seller Company) under the Loan Agreement, the Pledger Nominee through this Pledge of Share Agreement:

- pledges to the Pledgee ( Seller Company) who hereby accepts the pledge from the Pledger (Nominee), all of the Pledger's rights, title and interest in the Shares representing the issued and paid-up share capital of the Company shares and any supplement thereto (the "Pledged Shares"); and
- undertakes to the Pledgee (Seller Company) to pledge any other shares of the Company which the Pledger (Nominee) may at any time in the future own, including but not limited to any shares issued by virtue of shares dividends, bonus shares, created upon any option or otherwise (the "Additional Pledged Shares"), and as soon as the Additional Pledged Shares have been pledged, they shall be deemed to be Pledged Shares.

**E) POA to Vote and Sell:**

The POA to Vote and Sell is a legal binding agreement between two parties, Nominee and the Seller Company, whereas the Nominee grants an irrevocable Power of Attorney to the Seller Company to Vote and Sell Shares with the right of substitution to:

- act on behalf of and in the name of the Nominee to sell and/or transfer the Shares which is hereafter owned or acquired in whatever form to any party or person whomsoever
- to receive the sale proceeds/selling price and give receipt therefor, to represent the Nominee wherever and towards any party or person whomsoever in any matter and act as shareholder,
- do everything necessary or considered necessary by the Authorized concerning the Shares without any exception.

**F) Letter of Indemnity:**

Letter of Indemnity is a legal binding letter between two parties, Seller Company and the Nominee, whereas the Seller Company pursuant to the execution of the Loan Agreement, cooperation agreement, pledge of share agreement, hereby agrees to indemnify, defend and hold harmless Nominee, his spouse and/or heirs (hereinafter collectively referred to as the “Indemnitees”)

- from and against any and all liabilities whatsoever including environmental liabilities, losses, damages, penalties, judgments, claims, costs and expenses of any kind of nature whatsoever (including attorneys’ fees, including allocated costs of in-house counsel, and
- from disbursements in connection with any actual or threatened investigative, administrative or judicial proceeding, whether or not such Indemnatee shall be designated a party thereto) that may be imposed on, incurred by or asserted against such Indemnatee, in any manner relating to, arising out of, or as a result of Nominee being the shareholder of the Company, including but not limited to the tax payment obligations, save for the willful default and/or negligence of Nominee.

**G) Director Appointment Letter:**

This is an Appointment Letter between the Seller Company and the Nominee Director whereas the Seller Company enumerates through the Letter of Appointment to the Nominee the following key factors among others:

1. Appointment Period of the Nominee
2. Remuneration of the Nominee
3. Termination of the Nominee
4. Maintaining the confidentiality between Seller Company and Nominee
5. Dispute Resolution methodologies between the Seller Company and the Nominee.

## FLOW OF APPOINTMENT FOR LOCAL NOMINEE COMPANY

