

DATED THIS _____ DAY OF _____ 2019

BETWEEN

**The Parties whose respective names and descriptions
are stated in Section 1 of Schedule 1
(the "Investors")**

AND

**The Parties whose respective names and descriptions
are stated in Section 2 of Schedule 1
(the "Major Shareholders")**

AND

**CROWDPLUS NOMINEES SDN BHD
(Company No. 1319235-X)
(the "CP Nominees")**

AND

**STAR ELECTRONICS SALES & SERVICES SDN. BHD.
(Company No. 447016-U)
(the "Issuer")**

<p>SHARE SUBSCRIPTION AGREEMENT</p>
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THIS AGREEMENT is made this day of 2019

BETWEEN

The Parties whose respective names and descriptions are stated in Section 1 of **Schedule 1** (collectively to be known as "**Investors**") of the first part;

AND

The Parties whose respective names and descriptions are stated in Section 2 of **Schedule 1** (collectively to be known as the "**Major Shareholders**") of the second part;

AND

CROWDPLUS NOMINEES SDN BHD (Company No 1319235-X), a company incorporated in Malaysia with limited liability and having its registered office at B-3A-05, Plaza Mont Kiara, No.2, Jalan Kiara, Mont Kiara 50480, Kuala Lumpur, Malaysia. ("**CP Nominees**") of the third part;

AND

STAR ELECTRONICS SALES & SERVICES SDN. BHD. (Company No. 447016-U), a company incorporated in Malaysia and having its registered office at Suite 18.05, Mwe Plaza, No. 8, Lebuh Farquhar, 10200 Georgetown Pulau Pinang (the "**Issuer**") of the final part.

(collectively known as "**Parties**" or each a "**Party**")

WHEREAS:-

- A. The Issuer wishes to undertake an exercise to raise funds from the Investors in exchange for shares in the Issuer via www.crowdplus.asia (the "Platform") (the "Equity Crowdfunding Exercise"). The Major Shareholder and the Issuer have on [date of the term sheet] agreed and signed off on the proposed principal terms for the Equity Crowdfunding Exercise as outlined in a term sheet (the "Term Sheet").
- B. The Investors have applied to participate in the Equity Crowdfunding Exercise of the Issuer by way of subscription for shares (as set out in Schedule 2) upon the terms and subject to the conditions set out in this Agreement.
- C. This Agreement shall constitute a binding contract between the Parties and shall be effective upon the Investors having ticked a box via www.crowdplus.asia confirming that the Investors have read and understood the terms and conditions and agree to be bound by the terms of this Agreement.

NOW THEREFORE in consideration of the mutual agreements herein contained, each Party **HEREBY AGREES** with the other Party as follows:-

1. **AGREEMENT TO INVEST**

Each of the Investors applies and subscribes for and the Issuer agrees to allot and issue to CP Nominees as the designated nominee of the Investors such number of shares at such price and on such terms as set out below in Schedule 2 (the "Share Subscription").

2. **NOMINEE ARRANGEMENT & AGREEMENT**

Each of the Investors acknowledges and agrees that the Share Subscription will entail the Investors becoming a beneficiary under a Nominee Agreement signed between the Issuer, CP Nominees and the Investors pursuant to which, inter alia, CP Nominees will hold the shares in the Issuer on behalf of the Investors.

3. **CONDITIONS PRECEDENT**

The Share Subscription is conditional upon, but not limited to the following:

- a. The confirmation and clearance of payment of the subscription price by the Investors to the designated trustee account held by CrowdPlus Sdn. Bhd.;
- b. Receipt of the letter of sign-off from the Issuer confirming amongst others, that there is no Material Adverse Change (as defined in the Investor Agreement) relating to the Offer (as defined in the Investor Agreement) and the Issuer;
- c. CP Nominees having entered into a Shareholders' Agreement with the Issuer and its existing shareholders, and any other agreements as may be required by CrowdPlus Sdn. Bhd.;
- d. The Issuer having satisfied all other conditions as may be imposed by CrowdPlus Sdn. Bhd.;
- e. The Issuer agreeing to accept the Investors as shareholders of the Issuer; and
- f. All necessary consents and/or approvals for the proposed allotment and issuance of the shares.

The Conditions Precedent shall be fulfilled within thirty (30) calendar days after the expiry of the Offer Period (as defined in Investor Agreement) but the parties agree that the time period may be extended at the absolute discretion of CrowdPlus Sdn. Bhd. The Completion of the Share Subscription shall occur within twenty-one (21) calendar days after the completion of the Conditions Precedents ("Completion Date").

4. **UNDERTAKING**

The proceeds from the Share Subscription shall be disbursed for the Issuer's business requirements as submitted to the Crowdplus Sdn Bhd which shall be as follows:-

- 50.00% for factory outlets expansion;
- 23.33% for inventory;
- 16.67% for marketing; and
- 10.00% for development of the global network shopping flow & logistic hub

5. **REPRESENTATIONS AND WARRANTIES**

The Issuer and the Major Shareholder acknowledge and agree that the Investors will invest in the Issuer and enter into this Agreement upon their reliance of these representations and warranties as set out in Schedule 3.

6. **NOTICES**

- (a) Any notice, request, instruction or other document to be served hereunder shall be delivered, given or sent to the addressee at the particulars of service as set out in Schedule 1 by electronic means (e.g. email), or at such other electronic mail address as the addressee may give written notice of change to the other Party from time to time.
- (b) Any notice and communications to be given under or in respect of this Agreement shall be deemed to have been duly served upon and received by the addressee one hour after it was sent in its entirety to the addressee's email address.

7. **CONFIDENTIALITY**

The Investors and Issuer shall keep secret and confidential during the course of this Agreement, all conditional information received or obtained from the other Party pursuant to this Agreement, including without limitation the terms of this Agreement, all know-how and trade secrets. The Investors and Issuer shall not use or disclose the same except with the written consent of the other Party or for the purposes of this Agreement or for the enforcement of this Agreement.

8. **SEVERABILITY**

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions of it and the remainder of the unaffected provisions.

9. **TIME OF THE ESSENCE**

Any time, date or period mentioned in any provision of this Agreement may be extended by agreement in writing between the Parties but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time is of the essence.

10. **COSTS**

The Issuer shall bear its, the Investors' and the Nominee's solicitors costs of and incidental to this Agreement and all stamp duty chargeable on this Agreement, the transfer of the Shares (whether to the Investors or otherwise) and all other relevant documents thereto.

11. **ENTIRE AGREEMENT**

This Agreement embodies all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Agreement and supersedes and cancels in all respects all previous representations, warranties, agreements and undertakings, if any, made between the Parties hereto with respect to the subject matter herein.

12. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereto shall submit to the exclusive jurisdiction of the courts of Malaysia.

13. **ASSIGNMENT**

A Party shall not assign their respective rights or obligations hereunder without the prior written consent of the other Party.

14. **SUCCESSORS-IN-TITLE**

This Agreement shall be binding on the respective heirs, personal representatives, executors, administrators, successors-in-title and permitted transferees and assigns of the Parties respectively.


15. **COUNTERPARTS**

This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement.

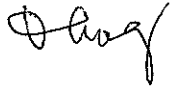
IN WITNESS WHEREOF the duly appointed representatives of the Parties hereto have hereunto set their

hands the day and year first above written.

Signed for and on behalf of)
)
Star Electronics Sales & Services Sdn. Bhd.)
COMPANY NO. 447016-U)
in the presence of:-)


X 

.....
Name: Hon Quek Fook
Designation: Director
NRIC No.: 660413-07-5267



Witness
Name: Khong Seok Cheng
Designation: Accountant

Signed by)
Major Shareholder)
in the presence of:-)
)
)

X 

.....
Name: Hon Quek Fook
NRIC No.: 660413-07-5267



Witness
Name: Khong Seok Cheng
Designation: Accountant

Signed for and on behalf of)
CROWDPLUS NOMINEES SDN BHD)
COMPANY NO. 1319235-X)
in the presence of:-)
)



.....
Name: Joanne Lee
Designation: Director

.....
Witness
Name:
Designation:

Signed by the Investors)
)
)
NRIC No.:)
in the presence of:-)
.....

****Note: The Investors, by ticking the box via www.crowdplus.asia, confirms that the Investors have read and understood the terms and conditions and agree to be bound by the terms of this Agreement.**

**SCHEDULE 1
DETAILS OF THE PARTIES**

SECTION 1 - DETAILS OF THE INVESTORS		
Name	Address	Email

SECTION 2 - DETAILS OF THE MAJOR SHAREHOLDERS	
Name:	Hon Quek Fooi
NRIC No.	660413-07-5267
Particulars of Service	<p><u>Address:</u> Suite 18.05, Mwe Plaza, No. 8, Lebuhr Farquhar, 10200 Georgetown Pulau Pinang</p> <p><u>Email:</u> joseph.hon@sec.com.my</p>

SECTION 3 - DETAILS OF THE ISSUER	
Name:	Star Electronics Sales & Services Sdn. Bhd.
Company No:	447016-U
Particulars of Service	<p><u>Address:</u> 99A, Solok Bayan Lepas, Kawasan Perindustrian Bayan Lepas, 11900 Penang</p> <p><u>Email:</u> seokcheng.khong@sec.com.my</p> <p><u>Attention to:</u> Hon Quek Fooi</p>

SECTION 4 - DETAILS OF CP NOMINEES	
Name:	Crowdplus Nominees Sdn Bhd
Company No:	1319235-X
Particulars of Service	<p><u>Address:</u> B-3A-05, Plaza Mont Kiara, No. 2, Jalan Kiara, Mont Kiara, 50480 Kuala Lumpur, Malaysia</p> <p><u>Email:</u> max@crowdplus.asia</p> <p><u>Attention to:</u> Mr Max Teh</p>

SCHEDULE 2
SHARE SUBSCRIPTION DETAILS

Type of Share:	<p>Redeemable convertible preference shares ("RCPS") with the following terms:</p> <p>(a) Interest</p> <p>Subject to the applicable laws, the holders of RCPS shall be paid interest at the rate of ten per centum (10%) per annum on the Subscription Price for 3 years commencing from the date of subscription ("Maturity Period").</p> <p>(b) Redemption</p> <p>(i) Within 5 working days from the expiry of the Maturity Period, the holders of RCPS shall be entitled to require the Issuer to redeem each RCPS by providing written notification to the Issuer. The Issuer shall redeem each RCPS within fourteen (14) days of the date of receipt of the written notification at the redemption value stated in (ii) below; and</p> <p>(ii) The redemption value of each RCPS shall be calculated at the total Subscription Price</p> <p>(c) Conversion</p> <p>In the case of an IPO having been approved for the Issuer or the new holding company that is set up between the Issuer and its shareholders for the purpose of IPO (in either case, the "IPO Company") on or before the expiry of the Maturity Period, the Issuer shall be entitled by notice served on the Investors to convert all RCPS into issued ordinary shares based on the conversion schedule below of the investment amount by each Investor, subject to rounding up or down at the discretion of the Issuer should there be shares in decimal numbers. Such conversion may be adjusted for subdivision of shares, bonus issues, share consolidation, reclassifications, reorganisation or other similar corporate exercises.</p> <p>The following conversion tier shall apply for each RCPS ordinary share subject to a third-party valuation endorsement of SEC prior to an IPO listing in a recognise market.</p> <p>Valuation conversion target:</p> <p>Below or equivalent to RM45mil - 1x conversion from each one unit of RCPS Between RM45.01mil - RM60mil - 1.2x conversion from each one unit of RCPS Between RM60.01mil - RM75mil - 1.4x conversion from each one unit of RCPS Between RM75.01mil - RM90mil - 1.6x conversion from each one unit of RCPS</p>
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	<p>Above or equivalent to RM90mil - 2.0x conversion from each one unit of RCPS</p> <p>Any RCPS that remains un-converted or un-redeemed 3 months after the expiry of the Maturity Period shall be mandatorily converted into ordinary shares of the Issuer on a 1 RCPS for 1 ordinary share basis.</p> <p>(d) Ranking</p> <p>The RCPS shall rank in priority to the ordinary shares of the Company in dividends accrued during the Maturity Period and upon any liquidation event.</p> <p>(e) Liquidation Preference</p> <p>In the event of liquidation, the RCPS holder shall be entitled to receive one time (x1) the Subscription Price of its shares in preference to the holders of ordinary shares. Any surplus funds and/or assets of the Issuer after payment to the Investors which are legally available for distribution shall be distributed to the holders of the ordinary shares of the Issuer.</p>
Subscription Price:	RM 12.58087 per RCPS
No. of shares:	23,847 units per RCPS
Targeted Investment Amount:	<p>RM 300,000</p> <p>The Issuer agrees and acknowledges that the maximum amount to be raised is RM 3,000,000 and if the Campaign has achieved this maximum fundraising amount, the Campaign shall be closed immediately.</p>

SCHEDULE 3

REPRESENTATION AND WARRANTIES

The Major Shareholder and the Issuer jointly and severally hereby represent and warrant to the Investors in the terms set out in this schedule (each, a "Warranty" and collectively, the "Warranties") and acknowledge that the Investors in entering into the Share Subscription Agreement ("Agreement") is relying on such representations and warranties and that the Investors shall be entitled to treat the same as conditions of this Agreement:

Section 1 - Fundamental Warranties

1. Authority and Non-Contravention

- 1.1. Each of the Major Shareholder and the Issuer has full power and authority to enter into and perform this Agreement. The execution, delivery and performance by each of the Major Shareholder and the Issuer of this Agreement and the completion of any transactions contemplated thereunder have been or will be on or prior to the Completion Date duly authorised by all necessary actions and this Agreement will be, when duly executed and delivered, a valid and binding obligation of each of the Major Shareholder and the Issuer, enforceable in accordance with its terms and such execution and delivery.
- 1.2. Save as expressly contemplated under this Agreement, the execution, delivery and performance by each of the Major Shareholders and the Issuer of this Agreement does not:
 - (a) conflict with any of, or require the consent of any person under, the terms, conditions or provisions of the constitution of the Issuer or of any other person who is a party to any agreement or instrument to which the Issuer is a party prior to the Share Subscription;
 - (b) violate any applicable laws, or require any permit of any governmental authority having competent jurisdiction over the Issuer or give any governmental authority the right to revoke or terminate any permit of the Issuer; and
 - (c) conflict in any material way with, result in a material breach of, constitute a material default under or accelerate the performance required by any contract;
- 1.3. Each of the Major Shareholder and the Issuer is solvent and is able to pay his debts as they fall due.
- 1.4. No step has been taken in relation to each of the Major Shareholder and the Issuer or legal proceedings have been started, are pending or, so far as the Major Shareholder are aware, threatened against him for his bankruptcy or for the appointment of a judicial manager, administrator or receiver (including any administrative receiver) or similar officer over any or all of his assets.

2. Corporate Matters

- 2.1. The Issuer has been duly incorporated and is validly existing under the laws of its country of incorporation and has full power, authority and legal right to own its assets and carry on its business.

- 2.2. The Issuer has not proposed and does not intend to propose any arrangement of any type with its creditors or any group of creditors whether by court process or otherwise under which such creditors shall receive or be paid less than the amounts contractually or otherwise due to them.
- 2.3. No order, has been made, petition or application presented, resolution passed or meeting convened for the purpose of winding-up the Issuer or placing the Issuer under administration, a creditors' voluntary arrangement or receivership and there are no grounds on which such an order, petition or application could be based.
- 2.4. The allotted and issued shares in the capital of the Issuer has been validly allotted and issued and are fully paid.
- 2.5. There are no options or other agreements outstanding which call for the issue of or accord to any person, the right to call for the issue of any shares in the capital of the Issuer or the right to require the creation of any mortgage, charge, pledge, lien or other security or any encumbrance over the shares in the capital of the Issuer.
- 2.6. The Issuer has complied with all legal requirements relating to the issue of shares and other securities.

Section 2 - Business Warranties

In this Schedule 3:

"Accounting Date" means a cut-off date for due diligence set by Crowdplus Sdn Bhd and such date shall be within 3 months from the date of this Agreement.

"Accounts" means the audited or management balance sheet of the Issuer made up as at the Accounting Date and the audited or management profit and loss account of the Issuer for the year ended on the Accounting Date. Such Accounts shall be published on www.crowdplus.asia;

"Confidential Information" means any information of a confidential nature which relates to any party and the Issuer including all know-how, trade secrets and other information of a confidential nature (including, without limitation, all proprietary technical, industrial and commercial information and techniques in whatever form held, such as paper, electronically stored data, magnetic media film and microfilm or conveyed orally);

"Contract(s)" means all existing contracts or obligations, agreements or arrangements to which the Issuer is a party or by which the Issuer or its property or assets is/are bound;

"Intellectual Property" means rights in and in relation to Confidential Information, trade marks, service marks, trade and business names, logos and get up (including any and all goodwill associated with or attached to any of the same), domain names, patents, inventions (whether or not patentable), registered designs, design rights, copyrights (including rights in software) and moral rights, database rights, semiconductor topography rights, utility models and all rights or forms of protection having an equivalent or similar nature or effect anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all renewals, extensions and applications for registration) and the right to sue for damages for past and current infringement (including passing off and unfair competition) in respect of any of the same;

"Tax" or **"Taxation"** means and includes all forms of tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing

or other authority in any part of the world and includes any interest, additional tax, penalty or other charge payable or claimed in respect thereof;

1. The Accounts and accounting records

- 1.1. All the books, ledgers and accounting and other financial records of the Issuer required to be kept by law and the relevant accounting standards:
- (a) have been fully, properly and accurately kept and completed in accordance with the requirements of relevant laws and relevant accounting standards; and
 - (b) are up to date and in the sole possession and ownership of the Issuer.

2. Taxation

- 2.1. Since the Accounting Date, no further liability or to the best of the Major Shareholder's knowledge, contingent liability for Taxation has arisen otherwise than in the ordinary course of business.
- 2.2. All returns of the Issuer made for Taxation purposes (and all other information supplied to the relevant Tax authority for such purpose) were, when made, correct and on a proper basis, and to the best of the Major Shareholder's knowledge, remain correct and on a proper basis, and all other information supplied to the relevant Tax authority for such purpose was, when supplied and remains, correct and on a proper basis and such returns include all returns and information which the Issuer ought to have made or given.
- 2.3. The Issuer has paid all Taxation for which it is liable to account to the relevant Tax authority on the due date for payment thereof and to the best of the Major Shareholder's knowledge, is under no liability in respect of which a claim could be made or to pay any penalty or interest in connection therewith and there are no circumstances likely to give rise to such a liability.
- 2.4. The Issuer was never and is not subject to any dispute with the relevant Tax authority and has not been the subject of an investigation, discovery or access order by or involving any Tax authority and to the best of the Major Shareholder's knowledge, there are no circumstances existing which make it likely that a dispute, investigation, discovery or order will arise or be made.
- 2.5. The Issuer is not and to the best of the Major Shareholder's knowledge, will not become liable to pay, or make reimbursement or indemnity in respect of, any Taxation (or amounts corresponding thereto) in consequence of the failure by any other person to discharge such Taxation.

3. Corporate Matters

- 3.1. The Issuer has complied with its Constitution in all respects and none of the activities, agreements, commitments or rights of the Issuer is *ultra vires* or unauthorised.
- 3.2. The register of members and all other statutory books of the Issuer is up-to-date and contain true, full and accurate records of all matters required to be dealt with therein and the Issuer has not received any notice of any application or intended application for rectification of its register and all returns required to be filed with the relevant Governmental Authorities have been properly filed within any applicable time limit and all legal requirements relating to the formation of the Issuer and the issue of shares and other securities have been complied with.

4. Financial Obligations

- 4.1. All subsisting financial facilities (including loans, derivatives and hedging arrangements) of the Issuer, if any, have been disclosed by the Major Shareholder to the Investors. The Issuer is in compliance with all such financial facilities outstanding or available to it in accordance with their terms and there are no circumstances whereby the continuation of any such facilities might be prejudiced or affected as a result of a transaction effected by this Agreement.
- 4.2. There are no loans, guarantees, pledges, mortgages, charges, liens, debentures, Encumbrances or unusual liabilities given, made or incurred by or on behalf of the Issuer and no loans have been made by or on behalf of the Issuer to any directors or shareholders of the Issuer save as disclosed in the Accounts.
- 4.3. The Issuer does not have any outstanding loan capital, has not factored, discounted or securitised any of its receivables, has not engaged in any financing of a type which would not be required to be shown or reflected in the Accounts.
- 4.4. No creditor of the Issuer has taken, or is entitled to take any steps to enforce, or has enforced any security over any assets of the Issuer or to the best of the Major Shareholder's knowledge, is likely to do so in the immediate future.

5. Regulatory and Compliance

- 5.1. The Issuer has obtained all licences, permissions, authorisations, permits and consents required for the carrying on of its business and such licences, permissions, authorisations, permits and consents are valid and subsisting and the Issuer has complied with any conditions or restrictions imposed thereunder and to the best of the Major Shareholder's knowledge, there is no reason why any of them should be suspended, cancelled or revoked (whether as a result of the entry into or completion of this Agreement or otherwise).
- 5.2. The Issuer has at all times carried on its business in compliance with all applicable laws and the Issuer, its officers and employees have never committed any criminal offence or any material breach of the requirements or conditions of any laws or other obligation relating to the Issuer or the carrying on of its business.
- 5.3. The Issuer has not been and is not the subject of any official investigation or inquiry into its business and affairs other than a normal audit and, to the best of the Major Shareholder's knowledge, there are no facts which are likely to give rise to any such investigation or inquiry.

6. Contracts

- 6.1. Each of the material Contracts is in full force and effect and constitutes a legal, binding and enforceable obligation of the Issuer, and none of the terms of the Contracts or compliance with any of them has been waived in any material respect.
- 6.2. With respect to each Contract, liability or arrangement to which the Issuer is a party or by which it is bound:
 - (a) the Issuer has duly performed and complied in all material respects with each of its obligations thereunder;
 - (b) there has been no delay, negligence or other default on the part of the Issuer and no event has occurred which, with the giving of notice or passage of time, may constitute a default thereunder;

- (c) there are no grounds for rescission, avoidance, repudiation or termination and the Issuer has not received any notice of termination; and
 - (d) none of the other parties thereto is in default or, so far as the Major Shareholders are aware, is likely to become in default thereunder.
- 6.3. There are no material Contracts which is void, illegal, unenforceable, registrable or notifiable under or contravening any Laws.
- 6.4. The execution of and compliance with the terms of this Agreement will not:
- (a) conflict with or result in a breach of the terms of any subsisting agreement, arrangement or instrument binding on the Issuer;
 - (b) relieve any person of any obligation to the Issuer (whether contractual or otherwise) or enable any person to determine such obligation or any right or benefit enjoyed by the Issuer or to exercise any right whether under an agreement with or otherwise in respect of the Issuer;
 - (c) result in any liability of the Issuer being created or increased; or
 - (d) result in any present or future Indebtedness of the Issuer becoming due or payable or capable of being declared due and payable prior to its date of maturity.

7. Insurance

- 7.1. All assets of the Issuer of an insurable nature, in connection with its manufacturing plants and warehouses, have at all times been and are insured in amounts in accordance with the Issuer's policies which are in accordance with good commercial practice normally insured against by companies carrying on similar businesses or owning assets of a similar nature.

8. Employment Matters

- 8.1. All employees and workers of the Issuer and/or Issuer Group are lawfully employed.
- 8.2. There is no existing or threatened or pending industrial or trade dispute or claim involving the Issuer and any of its employees and there are no facts known or which would on reasonable enquiry be known to the Major Shareholders which might indicate that there may be any such dispute.
- 8.3. There are no agreements or arrangements (whether oral or in writing or existing by reason of custom and practice and whether or not legally binding) between the Issuer and any trade union or other employees' representatives or organisation concerning or affecting the Issuer's employees.
- 8.4. The Issuer has complied in all material respects with all its obligations under all applicable laws and agreements in connection with its employees and directors, including the Malaysian Employment Act 1955 and the Minimum Wages Order 2016.
- 8.5. Save as contemplated in this Agreement, the Issuer is not involved in negotiations (whether with employees or any trade union or other employees' representatives) to vary the terms and conditions of employment or engagement of any of its employees, directors or consultants and has not made any representations, promises, offers or proposals to any of its employees, directors or consultants or to any trade union or other employees' representatives concerning or affecting the terms and conditions of employment or engagement of any of its employees, directors or consultants.

- 8.6. The Issuer has not breached any obligations imposed on it by any relevant statutes, regulations, instruments, collective agreements, recognition agreements and all contractual obligations applying to the jurisdiction in which such entity is incorporated or carries on business which are owed to or in respect of its employees.
- 8.7. The Issuer has not introduced, and is not proposing to introduce, any share incentive scheme, share option scheme or profit sharing, bonus, commission or other such incentive scheme for any of its directors or employees save as disclosed to the Investors and/or Crowdplus Sdn Bhd.
- 8.8. Completion will not give rise to the payment of any remuneration, payments or benefits or any enhancements or accelerations thereof to any employee of the Issuer whether in accordance with the standard terms and conditions of employment of such employee or otherwise.

9. Litigation

- 9.1. The Issuer has not and is not involved whether as plaintiff or defendant or otherwise (and either on its own account or vicariously) in any civil, criminal or arbitration proceedings or in any proceedings before any tribunal and no such proceedings are threatened or pending, and to the best of the Major Shareholders' knowledge, there are no facts or circumstances which are likely to result in any such proceedings being brought by or against the Issuer or against any person for whose acts or defaults the Issuer may be vicariously liable.
- 9.2. In particular but without prejudice to the generality of the foregoing, there are no disputes between the Issuer and its customers, suppliers or employees in relation to defective or unsafe goods or any loss, damage or personal injury resulting therefrom.
- 9.3. There is no unsatisfied judgment, court order or tribunal or arbitral award outstanding against the Issuer and no distress, execution or process has been levied on any part of its business or assets.

10. Intellectual Property and Confidential Information

For the purposes of this Paragraph 13, "**Business IP**" means all Intellectual Property which is owned by the Issuer and is used or intended to be used in connection with the business.

- 10.1. To the best of the Major Shareholder's knowledge, the Issuer does not use any processes or is engaged in any activities which involve the misuse of any Confidential Information belonging to any third party, and does not have in its possession or control any such Confidential Information without the licence or authority of the relevant owner. The Issuer has not disclosed to any person any of its Confidential Information except where such disclosure was properly made in the normal course of the Issuer's business and was made subject to an agreement under which the recipient is obliged to maintain the confidentiality of such Confidential Information and is restrained from further disclosing it or using it other than for the purposes for which it was disclosed by the Issuer.
- 10.2. The Issuer owns full right, title and interest in all Business IP which are valid and enforceable (including unregistrable or unregistered Intellectual Property) and has neither grant the use of any Business IP nor assign any of its right, title and interest of any Business IP to any third party.
- 10.3. No claims have been made and to the best of the Major Shareholder's knowledge, no Intellectual Property applications are pending which if pursued or granted might be material to the truth and accuracy of any of the above.
- 10.4. No claim has been made by a third party which alleges that the operations of the Issuer infringe or misuse or are likely to infringe or misuse the Intellectual Property of a third party or which otherwise

disputes the right of the Issuer to use the Intellectual Property owned or used by it. To the best of the Major Shareholder's knowledge, no circumstances exist which are likely to give rise to such a claim.

11. Matters since the Accounting Date

11.1. Since the Accounting Date:

- (a) there has been no material adverse change in the financial condition or the position, prospects, assets or liabilities of the Issuer as compared with the position disclosed by the Accounts. For the purpose of this paragraph 13.1(a), the reference to "material adverse change" shall refer to any event, matter or circumstance which have a monetary value or impact above Ringgit Malaysia Seventy Five Thousand (RM 75,000);
- (b) the Issuer has not acquired, sold, transferred or otherwise disposed of any assets of whatsoever nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary and usual course of business;
- (c) no share or loan capital of the Issuer has been issued or agreed to be issued or any option or right thereover granted and the Issuer has not undergone any change in its capital structure save for the transactions contemplated under this Agreement;
- (d) the Issuer has not discharged or satisfied any lien or encumbrance or any other obligation or liability (absolute or contingent) other than liabilities disclosed in the Accounts as at the Accounting Date and current liabilities incurred since the Accounting Date in the ordinary and usual course of business;
- (e) there has been no amendment, cancellation or termination of any material Contract or material permit relating to the business or entry into any contract, agreement or arrangement or permit relating to the business of the Issuer other than in the ordinary and usual course of business;
- (f) there has been no interruption or alteration in the nature, scope or manner of the business of the Issuer which business has been carried on lawfully and in the ordinary and usual course of business so as to maintain it as a going concern; and
- (g) no dividends, bonuses or other distributions have been paid or made.

12. Accuracy of Information Provided

- 12.1. All information given or disclosed to the Investors and Crowdplus Sdn Bhd (either via its issue application form submitted to www.crowdplus.asia, investor presentation or pitch deck, term sheet, or teaser) or as published from time to time on www.crowdplus.asia by the Major Shareholder, the officers and employees of the Issuer, the Major Shareholder's professional advisers or agents and the Issuer's advisers was when given, and is at the date hereof, true and accurate and complete in all respects and not misleading.