

AGREEMENT FOR THE SALE OF EQUIPMENT

THIS AGREEMENT is entered into on the 27 day of June (month), 2022 (year) between:

Exyte/ Seller	
Company Name	Exyte Malaysia Sdn. Bhd.
Company Registration No.	200301034750 (637171-K)
Registered Address	Level 20 Unit 01 (20.01) 39 Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia

and

Purchaser	
Company Name	Highstead Sdn Bhd
Company Registration No.	201401042672 (1118841-X)
Registered Address	163, 164 Jalan S2 E8, Garden Homes, 70300 Seremban 2, Negeri Sembilan

(collectively, the "Parties" and individually, a "Party").

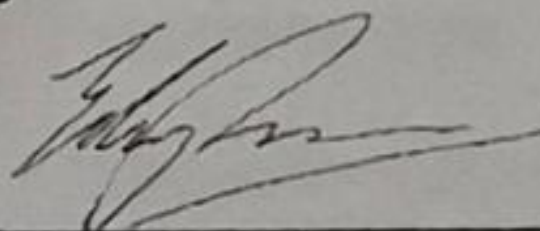
WHEREAS

- A. The Seller agrees to sell, and the Purchaser agrees to buy, the Equipment (as listed in **Annexure 1** herein) in accordance with the terms and conditions of this Agreement.
- B. The Purchaser has inspected the Equipment and has agreed to purchase the Equipment for the prices stated in **Annexure 2** herein.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement including **Annexure 2 (Prices)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be bound by the 'Terms and Conditions' set out herein.

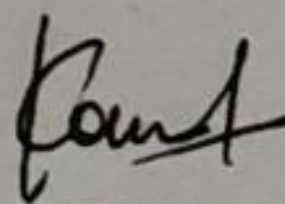
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Exyte/ Seller

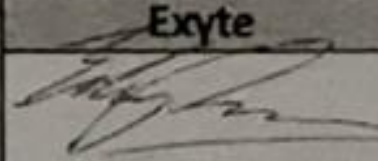
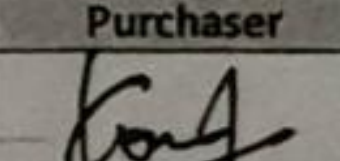


Name: EDGAR RAMANI
Title: MD

Purchaser



Name: KOMATHI MARIYAPPAN
Title: DIRECTOR

Exyte	Purchaser
	

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. This Agreement includes and is comprised of (i) these "Terms and Conditions", (ii) **Annexure 1** (Equipment) and (iii) **Annexure 2** (Prices).
- 1.2. In this Agreement, headings are for convenience of reference only and do not affect interpretation.
- 1.3. Unless the context otherwise requires or provides any reference in this Agreement to any person will be construed so as to include its respective successors, permitted transferees and permitted assigns (including by way of subrogation) and a reference to a "clause" or "Clause" is a reference to a clause of this Agreement.
- 1.4. If any ambiguity, inconsistency or conflict of obligations exists or arises between these "Terms and Conditions" and the Annexures, the terms of this Annexures will take precedence over between these "Terms and Conditions" and will apply to resolve that ambiguity, inconsistency or conflict.

2. EQUIPMENT

- 2.1. The Equipment is sold on an as is where is condition and the Seller makes no representations or warranties or any kind, express or implied, as to the nature, quality and condition of the Equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed upon in writing between the Parties. The Purchaser acknowledges that the Equipment is not brand new and that it has been given sufficient opportunity to inspect the Equipment.
- 2.2. The Seller shall have no liability to buyer hereunder or in connection with the Equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, indirect, consequential, incidental, punitive or exemplary damage.

3. PAYMENT

- 3.1. In consideration for the sale of the Equipment, the Purchaser shall make payment for the Equipment in accordance with the payment terms set out in **Annexure 2** (Prices) herein.
- 3.2. The Purchaser shall be liable for, and shall bear all, taxes, stamp duties and/or other fees payable and arising from the purchase and/or transportation of the Equipment under this Agreement.

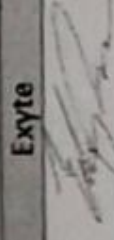

4. TRANSPORTATION/ DELIVERY

- 4.1. The Purchaser shall be solely responsible for and bear all costs in relation to the packing for transportation, removal, loading/ unloading and transport of the Equipment from the Site (identified in **Annexure 2**).
- 4.2. The Purchaser shall remove the Equipment from the Site on or before the date stated in **Annexure 2**. If the Purchaser fails to do so, it shall be liable for and indemnify the Seller against all costs incurred by the Seller as a result of such delay, including but not limited to rental, storage and insurance costs.

TERMINATION

- 4.3. The Seller may terminate this Agreement:
 - 4.3.1. on 7 days' written notice, if the Purchaser fails to make payment of any sum due under this Agreement or if it commits any breach of any term of this Agreement;

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Exyte	Purchaser
	

4.3.2. immediately, if the Purchaser becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events.

4.4. The Seller's election to terminate this Agreement shall not prejudice any other rights of the Seller, under this Agreement or otherwise.

5. NON-DISCLOSURE

5.1. Both Parties shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws.

6. GOVERNING LAW AND JURISDICTION

6.1. This Agreement shall in all respects be governed by and interpreted in accordance with the laws of Malaysia and Malaysian law shall govern the procedure of any arbitration.

6.2. Any dispute arising out of or in connections with this Agreement shall be referred to and finally resolved by arbitration to be administered by the Malaysian Asian International Arbitration Centre (AIAC) in accordance with the rules of the AIAC for the time being in force, which rules are incorporated by reference in this clause.

6.3. The arbitral tribunal shall consist of one (1) arbitrator. The arbitration proceedings shall be carried out in Malaysia. All arbitration proceedings shall be conducted in the English language.

7. MISCELLANEOUS

7.1. No purported Agreement or modification of this Agreement shall be valid unless it is in writing and executed by all Parties.

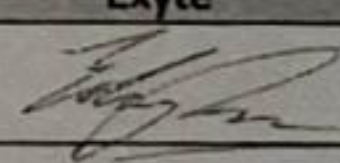
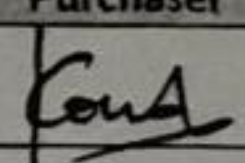
7.2. This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement and shall supersede and extinguish any previous agreements, representations and understandings relating thereto.

7.3. The Seller may assign and transfer any right or interest in this Agreement. The Purchaser may not assign or transfer any right or interest in this Agreement without the prior written consent of the Seller.

7.4. If any one or more of the provisions contained in this Agreement are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

7.5. Any waiver or non-enforcement of the terms of this Agreement by the Seller shall not prejudice the rights, powers or remedies of the Seller under this Agreement.

7.6. Either or both Parties may execute this Agreement with an electronic signature using an electronic signature system chosen by the Seller, and both Parties intend the electronic authenticated signatures to be considered original signatures and binding. Alternatively, the Parties may execute this Agreement in any number of counterparts, each of which will be deemed an original and together will constitute one agreement binding on the Parties.

Exyte	Purchaser
	

- 7.7. The maximum aggregate liability of the Seller arising out of or relating in any manner to the performance or non-performance of this Agreement, whether based on contract, warranty, guarantee, indemnity, tort, strict liability or otherwise, shall in no way exceed 20% of the contract value.
- 7.8. The relationship between the Parties is that of independent contractor and contractee. Neither Party shall be deemed to be an agent of the other in connection of any rights hereunder.

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Exyte	Purchaser
