

**AN AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

**BETWEEN:** ..... having its registered office at ..... (hereinafter called [Company which expression shall where the context so permits include the assigns of the Company]).

**AND:** **CENTRAL SHARE REGISTRY LIMITED** t/a **SPSE CENTRAL SHAREREGISTRY** having its registered office at 33 Ellery Street, Suva, Fiji Islands (hereinafter called CSR)

**WHEREBY IT IS AGREED** as follows:

## **1. APPOINTMENT**

1.1 The Company hereby appoints CSR to provide its registry services and to perform other duties described hereinafter: -

## **2. DUTIES OF CSR**

2.1 CSR hereby undertakes and agrees with the Company that it will at all times during the continuance of this Agreement observe and perform the functions set out below:

- (a) provide registry services for the Company including maintaining a sub-registry and updating it from time to time.
- (b) issue either securities certificates or holding statements to security holders.
- (c) provide updated lists of security holders (summary) to the Company twice a year, or on a more frequent basis if requested.
- (d) provide a physical or electronic copy of the register to the Company twice a year, or on a more frequent basis if requested.
- (e) update addresses and issue new certificates or holding statements.
- (f) calculate distribution entitlements for each security holder and arranging payments.
- (g) reconcile distributions
- (h) advise the Company of the security holders receiving distributions.
- (i) as instructed by the Company, attend to Tax clearance requirements and other Fiji Islands Revenue and Customs Authority requisitions for non-resident security holders.
- (j) attend to Reserve Bank of Fiji requirements for non-resident security holders.

- (k) post Annual Reports to security holders.
- (l) attend to any returned mail.
- (m) attend promptly to all Company enquiries and if requested to by the Company, CSR shall indicate that it is acting on behalf of the Company.
- (n) not incur any liability on behalf of the Company or in any way pledge or purport to pledge the Company's credit or accept any order or make any contract binding upon the Company.
- (o) observe all reasonable directions and instructions given to it by the Company.
- (p) maintain full and proper books of account and records showing clearly all inquiries, transactions and proceedings relating to the Registry and in particular all transactions undertaken by CSR with respect to the Company's registry obligations.
- (q) allow authorized officers of the Company at all reasonable times to have access to CSR's premises for the purpose of inspecting the register
- (r) from time to time upon a written request from the Company supply to the Company reports, returns and other information within 5 working days of receiving such request.

2.2 In maintaining the Company's register CSRL will comply with all relevant rules governing such registers, including but not limited to compliance with the Company's Articles of Association, the *Companies Act*, Cap 247 and the *Capital Markets Decree 2009*.

2.3 The register maintained by CSRL shall:

- (a) state, with respect to each type and class of security:
  - (i) the names and postal addresses of each security holder;
  - (ii) the amount paid or considered as paid on the security;
  - (iii) the date at which each person was entered in the register as a security holder; and
  - (iv) the date at which each person ceases to be a security holder.
- (b) be open to inspection by the Company and the registered holder of any security without fee, and be open to the inspection of any other person on payment of a fee of 50 cents.

### **3. DUTIES OF THE COMPANY**

3.1 The Company agrees that it shall during the continuance of this Agreement grant CSR a non-exclusive licence to use specified designs, trademarks or logos of the Company for display purposes or for use on certificates or holding statements prepared and issued by CSR. CSR acknowledges that these designs, trademarks or logos remain the exclusive property of the Company.

### **4. FEES**

4.1 In consideration for CSR providing the services set out in clauses 1 and 2, the Company agrees to pay CSR the fee set out in schedule A, within 30 days of receipt of a tax invoice from the CSR.

4.2 The Company acknowledges that CSR reviews its fees annually.

### **5. TERMINATION OF AGREEMENT**

5.1 Either party shall have the right to terminate the Agreement upon the occurrence of any of the following:-

- (a) three months prior notice in writing is given by one party to the other of its intention to terminate this agreement
- (b) breach of this Agreement – if either party breaches any term or condition of this Agreement and the breach is not rectified within the time specified by the party (being not less than five business days) giving notice of the breach.
- (c) liquidation or bankruptcy etc - if either party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or takes or suffers any similar action in consequence of debt.

### **6. DISCLOSURE OF INFORMATION**

6.1 CSR hereby undertakes that it will not divulge any confidential information in its possession relating to the Company unless required by law to do so.

### **7. COMPANY PROPERTY**

7.1 Upon the termination of this Agreement, CSR shall either:

- (a) promptly return to the Company, or
- (b) if the Company instructs, dispose of

all Company materials and documents.

## **8. DEFAULT OF AGENTS, EMPLOYEES AND ASSOCIATES**

- 8.1 The Company shall not be liable for any acts or default of CSR or of its agents, employees or representatives.
- 8.2 CSR shall indemnify the Company against all actions, proceedings, demands, claims, penalties and damages in any way connected with this Agreement arising, brought or threatened against the Company by a third party.
- 8.3 CSR is not responsible for any claims, penalties and damages incurred by the Company before the execution of this Agreement.
- 8.4 CSR shall not be liable to the Company for claims by security holders for interest or dividends due to them if CSR has promptly delivered by ordinary post (or any other means specified by the Company) bank cheques for such interest or dividend payment to the address or the account of the security holder stated on the register (provided it has met its obligations under clause 2.1(e))

## **9. ARBITRATION**

- 9.1 Any dispute, difference or question which may arise at any time hereafter between the Company and CSR touching on the true construction of this Agreement or the rights and liabilities of the parties under it shall be referred to the decision of a single arbitrator in accordance with the provisions of the *Arbitration Act*, Cap 38.

## **10. APPLICATION OF LAW**

- 10.1 This Agreement shall be deemed to have been made in the Fiji Islands and the construction, validity and performance of this Agreement shall be governed in all respects by the law of the Fiji Islands. The parties submit to the non-exclusive jurisdiction of the courts of Fiji.

**11. ENTIRE AGREEMENT**

11.1 This Agreement embodies the entire understanding of the parties and there are no promises, terms, conditions or obligations, oral or written, express or implied other than those contained herein.

**12. SERVICE OF NOTICES**

12.1 All notices must be:

- (a) in legible writing and in English
- (b) addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that party may notify to the other party:
  - (i) to CSR
    - Address: Level 2, Provident Plaza 1  
33 Ellery Street, Suva
    - Facsimile: 330 4145
  - (ii) to the Company
    - Address: .....
    - .....
    - .....
    - Facsimile: .....
- (c) signed by a person duly authorised by the sender; and
- (d) sent to the recipient by hand, prepaid post or facsimile..

**13. INTERPRETATION**

13.1 The words 'in writing' whenever contained in this Agreement shall be deemed to include any communication sent by letter or fax.

**14. ASSIGNMENT**

14.1 This Agreement is personal to the parties who shall not assign, transfer, sublicense, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of their rights or obligations under this Agreement.

## **15. SEVERABILITY**

15.1 Any unlawful or voidable provision of this Agreement shall be read down so as to be valid and enforceable or, if it cannot be read down, will be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions, providing the reading down and severing does not materially affect the purpose of or frustrate this Agreement.

## **16. WAIVER**

16.1 No waiver by any party of any provision of or right under this Agreement will be effective unless it is in writing signed by the party granting the waiver and that waiver will be effective only in the specific instance and for the specific purpose for which it was given.

16.2 No failure or delay by any party to exercise any right, power or remedy under this Agreement or to insist on strict compliance by any other party with any obligation under this Agreement, nor any custom or practice of the Parties at variance with the terms of this Agreement, will constitute a waiver of that party's right to demand exact compliance with this Agreement.

## **17. COUNTERPARTS**

17.1 This Agreement may be signed in counterparts and all counterparts taken together constitute one document. The parties acknowledge that this Agreement may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this Agreement by such means shall be a valid and sufficient execution. The parties acknowledge that any execution of this Agreement by facsimile will be followed by execution of the engrossments or this Agreement.

## **18. FURTHER ASSURANCES**

18.1 Each party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by any other party effectively to carry out and give effect to the terms and intentions of this Agreement.

**19. NO AGENCY**

19.1 Except as provided for in this Agreement, no party shall act as or purport to act as the agent of or make any promise or representation on behalf of any other party without the express written consent of that other party.

**IN WITNESS** of which the parties have duly executed this Agreement on the date first above written.

The Common Seal of ..... )  
was affixed in our presence and we certify that we are the )  
proper officers of the said Company by whom and in whose )  
presence the said seal is to be affixed. ) Common Seal

..... )  
DIRECTOR ) DIRECTOR/SECRETARY

The Common Seal of CENTRAL SHARE REGISTRY LIMITED )  
t/a SPSE CENTRAL SHAREREGISTRY was affixed in our )  
presence and we certify that we are the proper officers of the )  
said Company by whom and in whose presence the said seal )  
is to be affixed. ) Common Seal

..... )  
DIRECTOR ) DIRECTOR/SECRETARY