## NEDA DEED OF ACCESSION

DATED THIS DAY OF

20

[ ] (Company Registration No.: [ ]) ("PARTY APPLICANT")

DEED OF ACCESSION TO THE NEDA FRAMEWORK AGREEMENT THIS NEDA DEED OF ACCESSION is made on this Deed of Accession") by

day of

[●], a private limited liability company incorporated under the laws of Malaysia (Company Registration No. [●]) and having its registered office at [●] (the "Party Applicant").

## WHEREAS

- (A) By the NEDA Framework Agreement dated [ ] made between the Original Parties named therein and by virtue of any NEDA Deed of Accession entered into by any Acceding Party before the date of this NEDA Deed of Accession, the NEDA Parties agreed to give effect to and be bound by the NEDA Rules.
- (B) The Party Applicant has complied with the requirements of the NEDA Rules as to accession and wishes to be admitted as a NEDA Party.
- (C) By the acceptance of this NEDA Deed of Accession by the Single Buyer, the Party Applicant shall be admitted as an Acceding Party under the NEDA Framework Agreement and a NEDA Party for the purposes of the NEDA Rules in accordance with the terms and conditions of the NEDA Framework Agreement.
- (D) This NEDA Deed of Accession is the NEDA Agreement referred to in Appendix D of the NEDA Rules.

## NOW THIS NEDA DEED OF ACCESSION WITNESSES as follows:

- 1. In this NEDA Deed of Accession, words and phrases defined in or for the purposes of the NEDA Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the NEDA Framework Agreement.
- 2. The Party Applicant hereby accepts its admission as a NEDA Party and undertakes with the NEDA Parties to perform and to be bound by the NEDA Framework Agreement as a NEDA Party as from the date hereof.
- 3. For all purposes in connection with the NEDA Framework Agreement, the Party Applicant shall as from the date of this NEDA Deed of Accession be treated as a signatory of the NEDA Framework Agreement and, from the date of this Agreement, this NEDA Deed of Accession shall form part of the NEDA Framework Agreement and the rights and obligations of the NEDA Parties shall be construed accordingly.
- 4. This NEDA Deed of Accession and the NEDA Framework Agreement shall be read and construed as one document and references (in or pursuant to the NEDA Framework Agreement) to the NEDA Framework Agreement (howsoever expressed) should be read and construed as a reference to the NEDA Framework Agreement and this NEDA Deed of Accession.
- 5. If any provision of this NEDA Deed of Accession is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of

this NEDA Deed of Accession, which shall continue in full force and effect notwithstanding the same.

- 6. This NEDA Deed of Accession shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby submit to the jurisdiction of the courts of Malaysia.
- 7. The Party Applicant shall bear its own costs, including its legal costs, in connection with this NEDA Deed of Accession.
- 8. This NEDA Deed of Accession shall be duly stamped and all stamp duties in relation thereto shall be borne by the Party Applicant.

**IN WITNESS WHEREOF**, the Party Applicant hereunto affixed its hand and seal the day and year first above written.

<b>THE COMMON SEAL OF</b> [•] was hereunto affixed in the presence of:	
Company Secretary/Director	Director