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| **CONDITIONAL SHARE SALE AND PURCHASE AGREEMENT** |  | **PERJANJIAN PENGIKATAN JUAL BELI SAHAM** |
| **Conditional Share Sale and Purchase Agreement** (“**Agreement**”) is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_ 2024 by and between: |  | **Pengikatan Perjanjian Jual Beli Saham (“Perjanjian”)** dibuat dan dilangsungkan pada tanggal \* May 2024 oleh dan antara: |
| 1. **PT REGENE ARTIFISIAL INTELIGEN (“REGENE”)**, a company in the form of limited liability company incorporated based on Deed no. 3 dated March 2nd, 2022, drawn before Sandi Guntara Trisna, S.Kom., S.H., M.M, M.Kn., Notary in Kabupaten Karawang, having received a legalization from Minister Law and Human Right’s Decree No. AHU-0015625.AH.01.01.TAHUN 2022 on March 2nd, 2022 under the laws of Indonesia, that latest has been amended under Deed No. 02 dated Febuary 23rd, 2024, drawn before Jane Miranda Gasali, S.H., M.Kn., a notary in Kota Depok  had been accepted by  Minister Law and Human Right’s Decree under Letter of Acceptance of Notification of Changes of Article of Association No.  AHU-AH.01.03-0046718 on Febuary 23rd, 2024 and having its domicile at Office 8 Building, 18A floor, SCBD Lot. 28, Jl. Jend. Sudirman Kav. 52-53, Senayan, Kebayoran Baru, South Jakarta, Indonesia in this matter represented by Tiang Vichi Lestari (a holder of Indonesian Resident’s Citizen Card no.  3172016602860006) based on afore mentioned deed of establishment, acting in his capacity as the Director for and behalf of the Company which in this matter, REGENE is representing itself as a company and also based on the Deed of Power of Attorney No. \* drawn before drawn before Jane Miranda Gasali, S.H., M.Kn., a notary in Kota Depok  dated \* is hereby representing Luna Famiarjo (“**Seller**”) on behalf of her 152,150 (one hundred fifty two thousand and one hundred fifty) Class B Shares in REGENE; and |  | 1. **PT REGENE ARTIFISIAL INTELIGEN** (“**REGENE**”), suatu perseroan terbatas yang dibentuk berdasarkan Akta No. 3 tanggal 2 Maret 2024, yang dibuat di hadapan Sandi Guntara Trisna, S.Kom., S.H., M.M, M.Kn., Notaris di Kabupaten Karawang yang telah menerima pengesahan berdasarkan Surat Keputusan Menteri Hukum dan HAM No. AHU-0015625.AH.01.01.TAHUN 2022 pada tanggal 2 Maret 2022 berdasarkan hukum Negara Republik Indonesia, yang terakhir diubah berdasarkan Akta No. 02 tanggal 23 Februari 2024, yang dibuat dihadapan Jane Miranda Gasali, S.H., M.Kn., Notaris di Kota Depok, telah diterima pemberitahuannya oleh Menteri Hukum dan HAM berdasarkan Surat Penerimaan Pemberitahuan Perubahan Anggaran Dasar No. AHU-AH.01.03-0046718 tertanggal 23 Februari 2024, berkedudukan di Office 8 Building, Lantai 18A, SCBD Lot. 28, Jl. Jend. Sudirman Kav. 52-53, Senayan, Kebayoran Baru, Jakarta Selatan dalam hal ini diwakili oleh Tiang Vichi Lestari (pemegang Kartu Tanda Penduduk Indonesia No. 3172016602860006) yang berdasarkan akta pendirian diatas, bertindak dalam kapasitasnya sebagai Direktur untuk dan atas nama REGENE dan berdasarkan Akta Pemberian Kuasa No \* yang dibuat dihadapan Jane Miranda Gasali, S.H., M.Kn., Notaris di Kota Depok, dengan ini mewakili Luna Famiarjo (“**Penjual**”) atas 152,150 (seratus lima puluh dua ribu seratus lima puluh) lembar Saham Kelas B di **REGENE**; |
| 1. **PT PRIMA CAKRAWALA INDONESIA** (“**Purchaser**”), a limited liability company incorporated based on Deed No. 28 dated 11 June 2024, drawn before Anesta Chrisanti, SH., M.KN a Notary in Depok, which establishment has been approved by the Minister of Law and Human Rights based on the Minister Law and Human Right’s Decree No. AHU-0042432.AH.01.01TAHUN 2024 on 11 June 2024 under the law of Republic of Indonesia, domiciled in West Jakarta, in this matter represented by Johan Satria Putra, a holder of Indonesian Resident’s citizen card no. 3216070909850013, according to the Purchaser’s deed of incorporation acting in his capacity as the appointed Director for and on behalf of the Purchaser. |  | (b). **Tuan \***, lahir di Jakarta, pada tanggal \*, bertempat tinggal di Kota Jakarta, Jalan \*, Pemegang Kartu Tanda Penduduk Indonesia No.\* (**Tuan \***, penerus dan penerima pengalihannya selanjutnya cukup disebut sebagai “**Pembeli**”)”); |
| **REGENE**, the **Seller** and the **Purchaser** shall be jointly and collectively hereinafter referred to as the “**Parties**” and individually a “**Party**”. |  | (**REGENE**, **Penjual** dan **Pembeli** secara bersama-sama disebut sebagai “**Para Pihak**” dan masing-masing disebut sebagai “**Pihak**”). |
| **WHEREAS** |  | **BAHWA** |
| 1. REGENE is a limited liability company which conducts DNA tests services and other genetic lab services, looking to expand its business in Indonesia; |  | 1. **REGENE** adalah perusahaan perseroan terbatas yang menjalankan usaha layanan laboratorium genetik, sedang berupaya memperluas usahanya di Indonesia. |
| 1. The Seller is an Indonesian individual, who owns part of the Class B Shares in REGENE and subject to the terms and conditions of this Agreement, desires to sell and transfer 152,150 of her Class B Shares (“**Shares**”) to the Purchaser; and |  | 1. **Penjual** adalah orang Indonesia sebagai pemilik dari sabagian Saham Kelas B di REGENE. |
| 1. Subject to the terms and conditions of this Agreement, Purchaser wishes to simultaneously complete (i) the purchase of the Shares from the Seller and (ii) the Conversion of Shares. |  |  |
| NOW THEREFORE, the Parties hereby mutually agree and consent and bind themselves to enter into this Agreement as follows: |  | OLEH KARENA ITU, **Para Pihak** dengan ini setuju dan sepakat dan saling mengikat ke dalam Perjanjian Pengikatan Jual Beli Saham Bersyarat berdasarkan syarat dan ketentuan yang akan diuraikan sebagai berikut: |
| 1. **DEFINITION OF TERMS** |  | 1. **DEFINISI PERRSYARATAN** |
| The schedules and annexes to this Agreement form an integral part hereof. The definitions and rules for interpretation of this Agreement are attached hereto as Schedule 1. |  | Jadwal dan lampiran dalam **Perjanjian** ini adalah satu kesatuan dalam **Perjanjian** ini. Definisi dan aturan untuk penafsiran dalam **Perjanjian** ini terlampir dalam Jadwal 1. |
| 1. **SALE AND PURCHASE** |  | 1. **JUAL BELI** |
| * 1. Sale and Purchase |  | * 1. Jual Beli |
| On and subject to the terms and conditions of this Agreement, the Seller agree to bind itself to transfer, sell and convey to the Purchaser and the Purchaser agrees to bind itself to the Seller to purchase, convey and accept the transfer from the Seller of the Shares on the Closing Date. |  | Berdasarkan syarat dan ketentuan dalam **Perjanjian** ini, **Penjual** setuju untuk mengikatkan dirinya untuk mengalihkan, menjual, menyerahkan kepada **Pembeli** dan **Pembeli** setuju mengikatkan dirinya kepada **Penjual** untuk membeli, menerima pengalihan dari **Penjual** atas **Saham** pada saat Tanggal Penutupan. |
| * 1. Transfer and Delivery |  | * 1. Pengalihan dan Penyerahan |
| The transfer of the Shares shall be in accordance with Deed of Transfer in the form enclosed as Schedule 2 and shall be fully completed at Closing and shall include all rights attached thereto, including all rights to vote and to receive dividends. The Deed of Transfer shall be in Indonesian language and set out the Purchase Price to be transferred to the Seller for the transfer of the Shares to the Purchaser. |  | Pengalihan dan penyerahan atas **Saham** sesuai dengan bentuk Akta Pengalihan Saham yang terlampir di Jadwal 2.2 dan akan selesai sepenuhnya pada saat Penutupan dan termasuk juga semua hak yang terkandung di dalamnya, termasuk semua hak untuk memilih dan menerima dividen. Setiap Akta Pengalihan Saham dibuat dalam Bahasa Indonesia dan menetapkan jumlah bagian dari Harga Pembelian Saham yang dibeli yang akan dialihkan kepada **Penjual** untuk menerima pengalihan **Saham** tersebut. |
| 1. **CONSIDERATION** |  | 1. **PERTIMBANGAN** |
| 1. Purchase Price |  | * 1. Harga Pembelian |
| The price for the sale of the Shares by Seller and purchase of the Shares by the Purchaser shall be the amount of **IDR 12.506.730.000,- (twelve billion five hundred and six million seven hundred and thirty thousand Rupiah)** forthe Shares (the “**Purchase Price**”). |  | Pertimbangan untuk dibayar pada saat Penutupan oleh **Pembeli** kepada **Penjual** untuk pengalihan **Saham** kepada **Pembeli** dengan jumlah harga sebesar **Rp 12.500.000.000,- (dua belas milyar lima ratus juta Rupiah)** untuk S**aham** (“**Harga Pembelian**”)**.** |
| 1. The Parties acknowledge that acceptance by the Purchaser of the Shares shall not prejudice the Purchaser’s rights for remedy in respect of any breach of any provision or Warranty under this Agreement. |  | * 1. **Para Pihak** mengakui penerimaan dari **Pembeli** atas **Saham** tidak mengesampingkan hak **Pembeli** menurut **Perjanjian** terkait pelanggaran atas Jaminan. |
| 1. Payment |  | * 1. Pembayaran |
| * + 1. All payments from the Purchaser to the Seller under this Agreement shall be paid to the bank account designated and notified in writing by the Seller to the Purchaser, which notification shall be made as soon as possible but shall in any case be no later than 5 (five) Business Days prior to the Closing Date. |  | * + 1. Semua pembayaran dari **Pembeli** kepada **Penjual** menurut **Perjanjian** ini akan dibayarkan berdasarkan jumlah proporsional atau pembayaran kepada **Penjual** kepada akun berikut ini: |
| * + 1. The Seller shall confirm in writing receipt of the relevant payment into its bank account promptly after receipt and in any case no later than 1 (one) Business Day from its receipt of the Purchase Price. |  | **Penjual** akan memberikan konfirmasi atas penerimaan secara tertulis terhadap pembayaran yang telah diterima ke dalam rekening bank **Penjual**. |
| * + 1. Any notarial fees and stamp duties arising for the sale and purchase of the Shares shall be equally divided and borne by and between the Seller and Purchaser. |  | * + 1. Ongkos dan biaya, jika ada, untuk transfer atas pembayaran akan dibebankan kepada **Pembeli.** |
| 1. **CONDITIONS PRECEDENT** |  |  |
| 1. The Closing of the sale and purchase of the Shares shall be subject to the satisfaction or waiver of the Conditions Precedent as set forth in Schedule 2 (*Conditions Precedent*). The Conditions Precedent may be waived (either in whole or in part) only with the written consent of the Seller and Purchaser, save for the Second Option Condition which may be waived only by written consent of REGENE and the Purchaser. |  |  |
| 1. The Parties shall keep each other informed of its progress with regards to the satisfaction of the Conditions Precedent. The Parties shall notify each other promptly, and in any event within five (5) Business Days upon becoming aware that any Condition Precedent has been satisfied, providing documentary evidence of the satisfaction of such Condition Precedent, or promptly upon becoming aware of any fact or circumstance that could reasonably be expected to prevent any Condition Precedent from being satisfied. |  |  |
| 1. **INTERIM PERIOD UNDERTAKINGS** |  |  |
| * 1. Within 60 (sixty) calendar days from the date of this Agreement, REGENE undertakes to (i) procure that each of the shareholders of REGENE (excluding the Seller and the Purchaser) shall execute and deliver the executed original of the Waivers and (ii) deliver certified true copies of all such executed Waivers to the Purchaser. |  |  |
| * 1. During the Interim Period, the Seller undertakes that she may not sell, assign, transfer or permit to be sold or transferred, or pledge or encumber in any way, all or any part of the Shares without the prior written consent of the Purchaser. The Seller and REGENE further undertake that there will be no changes to the Shares during the Interim Period, including in respect of its nominal and rights attached to it. |  |  |
| 1. **CLOSING** |  | 1. **PENUTUP** |
| 1. TIME AND VENUE |  | * 1. TANGGAL PENUTUPAN |
| Subject to the satisfaction of the Conditions Precedent, the Closing shall take place at a place and time mutually agreed by the Seller and Purchaser, which shall be on a Business Day which falls no later than 5 (five) Business Days from the date on which the Conditions Precedent have been satisfied or waived by the Parties, or at any other time, place and date as the Parties may agree. The date on which Closing occurs shall be referred to as the “**Closing Date**”. |  | **Para** **Pihak** akan mengambil langkah yang sewajarnya yang diperlukan untuk memenuhi Persyaratan Penutupan di atas untuk menyelesaikan Penutupan secepat mungkin. Pada saat Penutupan Persyaratan di atas telah terpenuhi, **REGENE** dapat memberikan pemberitahuan kepada **Pembeli**. Tanggal Penutupan adalah 5 Hari Kerja setelah **Pembeli** menerima tanda terima pemberitahuan tersebut atau tanggal lain disepakati oleh **Para Pihak** atau tanggal lain Penutupan yang benar-benar terjadi. |
| 1. ACTIONS AT CLOSING |  | * 1. PENUTUPAN |
| At the Closing, subject to the simultaneous performance of the following actions shall be conducted: |  |  |
| 1. The Purchaser shall pay the Purchase Price in immediately available funds by way of bank transfer to the designated bank account of the Seller and provide to the Seller a copy of the evidence of bank remittance; |  | 1. **Pembeli** menginstruksikan kepada bank yang tidak dapat ditarik kembali untuk mentransferkan Harga Pembelian ke rekening yang ditunjuk sesuai dengan Pasal 3. |
| 1. The Seller and Purchaser shall cause to be signed, before a public notary, the Deed of Transfer; |  | 1. **Penjual** mengakui tanda terima atas pembayaran Harga Pembelian secara tertulis. |
| 1. The Seller and REGENE shall deliver to the Purchaser a certified true copy of the notarial deed of resolutions of the shareholders of the REGENE in accordance with its articles of association: |  |  |
| * 1. approving the transfer of the Shares from Seller to Purchaser; |  |  |
| * 1. adopting the change of shareholders of REGENE from Seller to Purchaser with effect from Closing; |  |  |
| * 1. approving the issuance of new share certificate in the name of Purchaser evidencing the ownership of the Second Option Shares; |  |  |
| * 1. approving the entry of Purchaser into the Shareholders Register of the REGENE as the holder of the Second Option Shares; and |  |  |
| * 1. approving the amendment of REGENE’s articles of association for the creation of the New Classification of Preferred Shares and the Conversion of Shares; |  |  |
| 1. The Seller shall deliver to the Purchaser the updated Shareholders Register of REGENE reflecting Purchaser as the registered owner of the Second Option Shares; and |  |  |
| 1. As soon as practicable after Closing, the Seller shall notify the MOLHR of the transfer of the Shares to the Purchaser and the amendment of REGENE’s articles of association for the creation of New Classification of Preferred Shares and the Conversion of Shares, and deliver (or cause to be delivered) to Purchaser a certified true copy of the receipt(s) from MOLHR of such notification. |  |  |
| 1. DEFERRED closing |  |  |
| * + 1. If any Party (the “**Affected Party**”) fails or is unable to comply with any of its obligations under Article 6.2 above on the Closing Date, then the Seller (if the failure is on the part of the Purchaser) or the Purchaser (if the failure is on the part of the Seller) (the “**Unaffected Party**”) may: |  |  |
| * 1. defer the Closing (by notice to the Affected Party and REGENE) to a date (being a Business Day) not less than 5 (five) nor more than 10 (ten) Business Days after that date; or |  |  |
| * 1. proceed to Closing so far as practicable but without prejudice to the Unaffected Party’s rights where the Affected Party has not complied with its obligations under this Agreement. |  |  |
| * + 1. If the Affected Party fails or is unable to comply with any of its obligations under Article 6.2 above on any date on which the Closing is deferred in accordance with Article 6.3.1(a), the Unaffected Party shall have the right, in addition to its rights in Articles 6.3.1(a) and 6.3.1(b), to terminate this Agreement on such date by notice to the Affected Party and REGENE. |  |  |
| 1. **REPRESENTATION AND WARRANTIES** |  | 1. **PERNYATAAN DAN JAMINAN** |
| * 1. The Seller represents and warrants to the Purchaser that each of the representation and warranties set out in Schedule 4 (jointly as “**Warranties**”, and each of them as “**Warranty**”): |  | Penjaminan |
| 1. is true, accurate and not misleading as at the date of this Agreement; and |  |  |
| 1. will be true, accurate and not misleading on the Closing Date. |  |  |
| * 1. The Seller acknowledges that the Purchaser has entered into this Agreement in reliance on, among other things, the Warranties which shall not in any respect be extinguished or affected by the Closing. |  |  |
| * 1. In each Warranty, where any statement is qualified as being made so far as the Seller is aware or any similar expression, such statement shall be deemed to refer to the actual, constructive and implied knowledge the Seller, in each case having made due and careful enquiries (including enquiry of the commissioners, the directors, the company secretary, general managers, financial controller, taxation manager and personnel manager of REGENE and the accountants, solicitors, tax agents or advisers and insurance brokers who act, or at the relevant time acted, for REGENE). |  |  |
| * 1. Each of the paragraphs in Schedule 4: |  |  |
| 1. shall be construed as a separate and independent warranty and representation; and |  |  |
| 1. unless expressly provided in this Agreement, shall not be limited by reference to or inference from any other paragraph in Schedule 4, or by any other provision of this Agreement, |  |  |
| and the Purchaser shall have the right to file a separate claim and right of action in respect of every breach of a Warranty. |  |  |
| * 1. The Seller shall immediately disclose to the Purchaser in writing any matter or thing which may arise and become known to it before Closing which is or could be a breach of or inconsistent with or may render inaccurate any of the Warranties. |  |  |
| * 1. Nothing in this Article 7 shall qualify or limit the liability of the Seller in relation to any claim by the Purchaser concerning any Warranty. |  |  |
| * 1. The Purchaser warrants and represents to the Seller that: |  |  |
| 1. the Purchaser is a company, duly incorporated, validly existing under the laws of the Republic of Indonesia, and has the power to carry on its business in the manner in which such business is being conducted and has the capacity under the prevailing laws and regulations to conduct any legal action and to own its assets; |  |  |
| 1. the Purchaser has full power, authority, capacity and legal rights to enter into, execute, deliver and perform all of its obligations under this Agreement; |  |  |
| 1. the Purchaser has obtained all consents, approvals, and permits required or necessary for the execution and delivery of this Agreement, and the performance of its obligations under this Agreement, and such consents, approvals and permits are in full force and effect; |  |  |
| 1. the entry into and performance by the Purchaser of its obligations under this Agreement do not and will not contravene any law, regulation, order, writ, judgment, decree, provision in its articles of association, or any other agreement or obligation binding upon it or to which its business, properties or assets are subject; |  |  |
| 1. there are no claims, actions, suits, proceedings, or investigations of or before any court, arbitral body or agency, which if adversely determined, might reasonably be expected to have an adverse effect to the Purchaser has or have (to the best of its knowledge and belief) been started or threatened against it; |  |  |
| 1. there are no judgment, order, writ, injunction, or decree of a court, arbitral body, agency or otherwise, have been or reasonably be expected to be made against it, including those which might reasonably be expected to have adverse effect on the Purchaser to perform the obligations contemplated by this Agreement; and |  |  |
| 1. the Purchaser is not in bankruptcy, receivership or liquidation, nor has it taken any steps to enter into bankruptcy and no petition has been presented for its bankruptcy and no receiver or manager has been appointed with respect to the Purchaser or distress, execution or process levied on any part of its business or assets and no resolution of the general meeting of shareholders of the Purchaser or other resolution similar to it has been passed for the winding up, liquidation or dissolution of the Purchaser. |  |  |
| * 1. Each of the Warranty provided by the Seller to the Purchaser as set out in Schedule 4 shall be valid and continue to be valid from the Signing Date onwards and shall survive the termination of this Agreement in accordance to Article 10.1.2 of this Agreement. |  |  |
| 1. **INDEMNIFICATION AND SECURITY** |  | 1. **GANTI RUGI DAN KEAMANAN** |
| 1. The Seller shall indemnify (and keep indemnified) and hold harmless the Purchaser from and against any and all Losses (on and after any applicable taxes) and pay to the Purchaser on demand an amount equal to all Losses suffered or incurred by the Purchaser as a result of or on account of: |  |  |
| 1. any breach of, or inaccuracy in respect of, any of the Warranties; |  |  |
| 1. any breach or failure to perform or comply with the provisions of this Agreement; |  |  |
| 1. any claim, demand, suit, or otherwise brought against the Purchaser by any third party (including any governmental authority, body, or agency) in relation to the sale and purchase of the Shares pursuant to this Agreement and the Deed of Transfer; or |  |  |
| 1. any claim against the Purchaser arising as a result of fraud, gross negligence, wilful misrepresentation or wilful omission by Seller. |  |  |
| 1. The indemnity in Article 8.1 shall, for the avoidance of doubt, include all reasonable costs and expenses which are incurred by the Purchaser in connection with any of the matters referred to in Article 8.1 or in taking or successfully defending any action in respect of any of the matters referred to in Article 8.1 (including, without prejudice to the generality of the foregoing, all legal and other professional fees and disbursements). |  |  |
| 1. The Seller shall indemnify (and keep indemnified) and hold harmless the Purchaser from and against any Losses and any Liability to Taxation (on an after Tax basis) and pay to the Purchaser an amount or amounts equal to all Losses and all Liability to Taxation (on an after Tax basis) suffered or incurred by the Purchaser, which arise (directly or indirectly, whether alone or in conjunction with any other circumstances whenever occurring and whether or not also chargeable against or attributable to any other person) as a result of or on account of any transaction effected or deemed to have been effected by reason of the fulfilment of any of the Conditions Precedent, including any Liability to Taxation arising by reason of the sale of the Shares and the payment of the Purchase Price for the sale of the Shares. |  |  |
| 1. Notification for Indemnification |  |  |
| 1. The Purchaser shall notify the Seller in writing, of any situation that cause or may cause the Purchaser to suffer damages or Losses, which pursuant to this Agreement, shall be indemnified by the Seller. |  |  |
| 1. The Seller has the right to review and respond to such notification within 7 (seven) calendar days since the Seller receives such notification from the Purchaser. |  |  |
| 1. In the event the situation described in the Purchaser’s notification to the Seller is any of the situation set out in this Article 8, the Seller shall pay all of the damages or Losses amount to the Purchaser within 10 (ten) Business Days since the Seller receives the notification of such claim from the Purchaser. |  |  |
| 1. **COVENANTS AFTER CLOSING** |  | 1. **PERJANJIAN SETELAH PENUTUPAN** |
| TheSeller shall co-operate with the Purchaser in the fulfilment of all such acts and formalities and the execution of all such documents as may be required or desirable after the date of this Agreement for giving full effect to this Agreement and the transfer of the Shares and securing to the Purchaser the full benefit of all rights conferred upon it in this Agreement. |  | **Penjual** akan bekerja sama dengan **Pembeli** untuk memenuhi semua tindakan dan formalitas dan pelaksanaan dari semua dokumen yang mungkin diperlukan atau diinginkan setelah tanggal penandatanganan **Perjanjian** ini untuk memberikan berlaku penuh untuk **Perjanjian** ini dan mengamankan **Pembeli** manfaat sepenuhnya seluruh hak yang diberikan atas dalam **Perjanjian.** |
| 1. **TERMINATION** |  | 1. **PENGAKHIRAN** |
| 1. Termination Events |  | * 1. Keadaan Pengakhiran |
| 1. Prior to the Closing Date, this Agreement may only be terminated: |  | Sebelum Tanggal Penutupan, **Perjanjian** ini hanya boleh diakhiri: |
| 1. by the Seller, by notice to the Purchaser and REGENE, for any breach by the Purchaser of any provision of or any of its representation or warranty in this Agreement; |  | 1. oleh **Para Pihak** jika pelanggaran dari setiap isi **Perjanjian** ini telah dilakukan oleh **Pihak** dan pelanggaran tersebut tidak diabaikan secara tertulis oleh **Pihak** terkait; atau |
| 1. by the Purchaser, by notice to the Purchaser and REGENE, for any breach by the Seller of any provision of or any of its representation or warranty in this Agreement; |  |  |
| 1. by either Seller or Purchaser, by notice to the other Parties, if the Conditions Precedent have not been fulfilled by the Longstop Date; |  |  |
| 1. by either Seller or Purchaser, by notice to the other Parties, if the Closing has not occurred within 6 (six) months from the date on which all Conditions Precedent have been fulfilled; |  |  |
| 1. by the Purchaser, by notice to the other Parties, in the event the Distributor Agreement and Shareholder Agreement is terminated for any reason; |  |  |
| 1. by the Purchaser, by notice to the other Parties, in the event there is any (i) breach by REGENE any of its obligations under the Distributor Agreement or (ii) breach by REGENE or any other party (other than the Purchaser) of its obligations under the Shareholder Agreement; |  |  |
| 1. by either Seller or Purchaser, by notice to the other Parties, as an Unaffected Party exercising its right to terminate this Agreement pursuant to Article 6.3.2; or |  |  |
| 1. by mutual agreement of Seller and Purchaser. |  |  |
| 1. Upon the termination in accordance with Article 10.1, all rights and obligations of the Parties hereunder shall terminate save for: (i) those set out in the provisions of Article 8 (Indemnification and Security), Article 7.8 (Representation and Warranties), and Article 12 (Law and Jurisdiction) which shall survive the termination to the extent any claim pursuant to any of those provisions is permissible to be filed under the prevailing laws and regulations, and (ii) all accrued rights and liabilities of the Parties in respect of damages for non-performance of any obligation falling due for performance or otherwise for breach of contract prior to such termination shall continue to exist |  | * 1. **Para Pihak** setuju setelah tanggal penandatanganan **Perjanjian** ini tidak boleh diakhiri oleh **Pembeli** kecuali dalam hal terdapat penipuan, keliru yang disengaja, kelalaian yang disengaja. Pengakhiran ini akan berlaku dalam hal: |
| 1. In the event this Agreement is terminated prior to the occurrence and completion of Closing, to the extent applicable and relevant, (i) the Seller shall destroy any originals of the Deed of Transfer and the Shares Certificates and rescind (or cause to be rescinded) any changes to the Shareholders Register, (ii) the Seller and REGENE shall immediately and in any case no later than 1 (one) Business Day return any and all portion of Purchase Price paid by the Purchaser, and (iii) the Parties shall take any required actions to ensure that title to the Shares has not been transferred to the Purchaser. |  |  |
| 1. If Purchaser or Seller terminates this Agreement in accordance with Articles 10.1.1.(a) or 10.1.1.(b) (as applicable), then the violating Party shall reimburse to the non-violating Party any payments made by the non-violating Party to the violating Party pursuant to this Agreement, and all costs incurred by the non-violating Party in connection with this Agreement, as well as any future costs such as legal costs. |  |  |
| 1. Termination of this Agreement in accordance with its terms shall occur without the necessity of court judgment and to that end, each Party waives any provisions of applicable law that would require such action including the second and third paragraphs of Article 1266 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata) to the extent that court judgment shall not be required to terminate this Agreement. |  |  |
| 1. **MISCELLANEOUS** |  | 1. **LAIN-LAIN** |
| * 1. Waivers and remedies |  | * 1. Pengabaian dan pemulihan |
| 1. No Party shall be deemed to have waived any rights arising out of this Agreement or out of any default or breach unless such Party executes a waiver in writing. If a Party waives a right arising out of this Agreement or out of any default or breach, such waiver shall not be construed to constitute a waiver of any other rights. |  | Tidak satu **Pihak** pun dianggap memiliki hak untuk mengabaikan yang timbul dalam Perjanjian ini atau diluar dari kegagalan atau pelanggaran kecuali jika **Pihak** tersebut mengabaikan secara tertulis. Jika **Pihak** mengabaikan hak yang timbul dari **Perjanjian** ini atau diluar dari kegagalan atau pelanggaran, pengabaian tersebut tidak dapat ditafsirkan merupakan pengabaian dari setiap hak lain. |
| 1. The rights and remedies provided in this Agreement are without prejudice and are in addition to any other rights or remedies a Party may have against the other Party by law or under any other agreement. |  |  |
| * 1. Severability |  | * 1. Keterpisahan |
| If one or more provisions of this Agreement or arrangements referred to in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law or court decision, the validity, legality and enforceability of the remaining provisions and agreements contained or referred to in this Agreement shall not be affected or impaired in any way. In connection with the foregoing, upon the occurrence of such event, the Parties shall use their best efforts to amend such invalid, illegal or unenforceable provision(s) only to the extent necessary to be valid, legal and enforceable, as nearly as possible and consistent with the Parties’ original intention. |  | Jika terdapat ketentuan dari **Perjanjian** ini menjadi tidak sah atau tidak dapat dilaksanakan dalam hal apapun menurut hukum Republik Indonesia, keabsahan maupun keberlakukan pasal lainnya dalam **Perjanjian** ini tetap berlaku dan dapat dilaksanakan dan tidak akan terpengaruh atau terganggu. |
| * 1. Notices |  | * 1. Pemberitahuan |
| 1. Any notice, demand or other communication to be delivered or made under or in connection with this Agreement shall be in writing in the Indonesian or English language shall be made either by registered mail, e-mail, or hand-delivered to the following addresses: |  | Setiap pemberitauan, permintaan atau komunikasi lain yang disampaikan atau dibuat menurut atau berhubungan dengan **Perjanjian** ini dilakukan dengan tertulis dan, kecuali jika sebaliknya disetujui, dengan pos tercatat, faksimili atau diantar langsung ke alamat berikut: |
| When to the **Seller**: |  | \* |
| When to the **Purchaser**:  Sedayu Square Blok L No. 30-32, Jl. Outer Ring Road Cengkareng, Jakarta Barat, DKI Jakarta 11730 |  | \* |
| With a copy to: |  | Dengan salinan untuk : |
| or to any substitute contact information as may be notified by a Party to the other Party by not less than 5 (five) calendar days notice. |  | Setiap pemberitahuan, permintaan atau komunikasi akan dianggap sebagai telah sepatutnya segera dilakukan jika disampaikan secara pribadi atau diberikan atau dilakukan dengan faksimili atau 5 Hari Kerja setelah dicetak jika diberikan atau dilakukan berdasarkan pos tercatat. |
| 1. Any such notice, demand or communication shall be deemed to have been duly received: |  |  |
| 1. In case of a notice delivered by hand, on the day of actual delivery; |  |  |
| 1. In case of a notice delivery by mail, on the second Business Day or, in case of airmail, the 5th (fifth) Business Day, following the day on which the same was dispatched by first class mail postage prepaid or, as the case may be, airmail postage prepaid; or |  |  |
| 1. In case of a notice transmitted by e-mail with returned confirmation report stating that the recipient receives the e-mail, on the day on which the same was transmitted, |  |  |
| provided that, a notice given in accordance with the above but received on a day which is not a Business Day or received after normal business hours at the place of the recipient shall be deemed to have been received on the next Business Day, provided further that, a notice changing the address of a Party shall be effective only upon actual receipt. |  |  |
| * 1. Entire Agreement |  | * 1. Keseluruhan Perjanjian |
| The Agreement shall constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede any prior expressions of intent or understanding with respect to foregoing subject matter, except if it is stated otherwise in this Agreement. |  | **Perjanjian** ini merupakan dan terkandung keseluruhan perjanjian dan pemahaman antara **Para Pihak** mengenai pokok permasalahan di sini dan menggantikan semua kesepahaman, perjanjian, surat penawaran, pengaturan antara **Para Pihak** mengenai pokok permasalahan yang tersebut di sini. |
| * 1. Assignment |  | * 1. Pengalihan |
| No Party may, directly or indirectly, transfer, assign or delegate the rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party except that the Purchaser shall be authorized to transfer or assign this Agreement and/or its rights or obligations under this Agreement in whole or in part to any Affiliate or its assignee by notifying the Seller thereof. In such event, the Purchaser shall guarantee for the legal and financial capacity of the Affiliate becoming a Party in relation to the obligations of this Agreement. |  | Tidak satu pun **Pihak** boleh, langsung atau tidak langsung memindahkan, mengalihkan atau melimpahkan hak atau kewajiban menurut **Perjanjian** ini, baik seluruhnya maupun sebagian, tanpa persetujuan tertulis dari Pihak lain kecuali **Pembeli** akan diwakilkan untuk memindahkan atau mengalihkan **Perjanjian** ini dan /atau hak dan kewajiban menurut **Perjanjian** ini baik seluruhnya maupun sebagian kepada afiliasi atau penerima berdasarkan pemberitahuan yang tersebut di sini. Dalam hal tersebut **Pembeli** menjamin hukum dan kapasitas keuangan dari afiliasi menjadi **Pihak** yang berhubungan dengan kewajiban dari **Perjanjian** ini. |
| * 1. Costs and transfer Taxes |  | * 1. Biaya dan Pajak Pengalihan |
| * + 1. Subject to Article 3.3.3, each Party shall pay its own costs and expenses, including costs of counsel, accountants and other advisors, incurred in connection with or in relation to the negotiation and execution of this Agreement and the transactions contemplated hereby. |  | * + 1. Masing-masing **Pihak** wajib membayar biaya sendiri dan beban, termasuk biaya dari penasehat, akuntan dan konsultan lainnya yang timbul sehubungan dengan atau berkaitan dengan negosiasi dan pelaksanaan **Perjanjian** ini dan transaksi yang diatur dengan ini. |
| * + 1. Any transfer Taxes as may be applicable relating to the payment of the Purchase Price or otherwise triggered by this Agreement, shall be borne by each Party in accordance with the applicable law. |  | * + 1. Biaya, pajak pengalihan dan beban yang mungkin berlaku berkaitan dengan kepentingan pembayaran atau dengan kata lain dicetuskan berdasarkan **Perjanjian** ini, Perjanjian Pengalihan Saham atau transaksi yang diatur dengan demikikan akan dibebankan oleh masing-masing **Pihak.** |
| * 1. Language |  | * 1. Bahasa |
| This Agreement is executed in a text using both the English and Indonesia languages. The English version shall control the interpretation of this Agreement, and the Parties acknowledge and agree that in the event of any conflict or inconsistency between the two versions of this Agreement, the English version shall prevail, and the Bahasa Indonesia version shall be deemed to be automatically amended to conform with and to make the relevant Bahasa Indonesia text consistent with the relevant English text. |  | **Perjanjian** ini pada sebagian besar dari **Perjanjian** ini dibuat dalam Bahasa Indonesia dan Bahasa Inggris dan pada bagian lainnya dibuat hanya dalam Bahasa Indonesia atau Bahasa Inggris. Dalam kaitannya dengan bagian-bagian yang dibuat dalam Bahasa Indonesia dan Bahasa Inggris, jika terdapat perbedaan dalam penafsiran atau pengertian mengenai isi **Perjanjian** ini antara kata-kata dalam Bahasa Indonesia dan kata-kata dalam Bahasa Inggris, maka kata-kata dalam Bahasa Indonesia yang berlaku, dan dalam kaitannya dengan setiap bagian dari **Perjanjian** ini yang dibuat dalam hanya satu bahasa (Bahasa Indonesia atau Bahasa Inggris), maka yang berlaku adalah bahasa yang digunakan pada bagian tersebut. |
| 1. **LAW AND JURISDICTION** |  | 1. **HUKUM DAN WILAYAH HUKUM** |
| 1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia. |  | * 1. **Perjanjian** ini akan diatur berdasarkan dan ditafsirkan menurut hukum Negara Republik Indonesia. |
| 1. Jurisdiction and disputes resolution. |  | * 1. Wilayah hukum dan keputusan perselisihan. |
| * + 1. Any and all disputes, claims or controversies arising between any of the Parties out of or in relation to this Agreement including disputes on its validity, conclusion, binding effect, breach, amendment, expiration and termination (collectively, “**Disputes**”) shall, as far as possible, be settled amicably by the Parties. If such dispute cannot be resolved amicably by the Parties within 30 (thirty) days from the date any Party informs the other Parties that any Dispute has arisen, the Parties agree that such Dispute shall be referred to and finally resolved by arbitration in Jakarta by BANI. |  | * + 1. Segala perselisihan, tuntutan atau kontroversi antara **Penjual** dan/atau **Pembeli** dan/atau afiliasinya termasuk **Perseroan** dari atau berhubungan dengan **Perjanjan** ini termasuk tidak terbatas pada setiap pertanyaan yang terkait terhadap interpretasi, pelaksanaan, keabsahan, keberlakukan dan pengakhiran hak atau kewajiban dari **Pihak**, akan diselesaikan secara musyawarah oleh **Penjual** dan **Pembeli** yang mana lebih praktis. Jika perselisihan tersebut tidak dapat diselesaikan secara musyawarah oleh **Para Pihak** maka, akan diselesaikan secara khusus dan berakhir berdasarkan Badan Arbitrase di Jakarta sesuai dengan peraturan dan prosedur Badan Arbitrase Nasional Indonesia (BANI). |
| * + 1. The arbitration shall be administered by BANI in accordance with the Rules and Procedures of BANI (“**BANI** **Rules**”) applicable at the time the dispute arises and has been referred to BANI, which BANI Rules are deemed to be incorporated by reference in this Article. |  |  |
| * + 1. The arbitration shall be conducted in Bahasa Indonesia. |  |  |
| * + 1. The arbitral tribunal shall consist of 3 (three) arbitrators to be appointed in accordance with the BANI Rules. |  |  |
| * + 1. This Article 12.2 is an arbitration clause as understood under Law No. 30 of 1999 regarding Arbitration and Alternative Dispute Resolution, and shall irrevocably bind the Parties. |  |  |
| * + 1. The arbitration tribunal must state the reasons for its decision in writing and shall be bound by strict rules of law in making its decision and shall not be entitled to render a decision ex aequo et bono. |  |  |
| * + 1. The arbitral award shall be final, binding and incontestable and may be used as a basis for judgment thereon in Indonesia or elsewhere. The arbitral tribunal will be entitled in its decision to make a determination as to the payment of costs and expenses of the arbitration tribunal, administrative costs of the arbitration, legal fees incurred by the Parties and all other costs and expenses necessarily incurred in order to properly settle the relevant Dispute. |  |  |
| * + 1. The Parties agree that there will be no appeal to any court or other authority against the decision of the arbitration tribunal and the Parties shall not dispute nor question the validity of such award before any judicial or other authority, especially with regards to any enforcement action taken by the Party in whose favor the award was rendered. |  |  |
| * + 1. The Parties irrevocably waive the applicability of Articles 48 (1) and 73 (b) of Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution so that the mandate of an arbitration board duly constituted in accordance with the terms of this Agreement shall remain in effect until a final arbitration award has been issued by such arbitration board. |  |  |
| * + 1. None of the Parties and the Company shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from and in relation to this Agreement and/or the Deed of Transfer, except for the enforcement of an arbitral award granted pursuant to this Article 12.2. |  |  |
| * + 1. Nothing herein shall affect the rights of the Purchaser and Seller under or pursuant to this Agreement and/or the Deed of Transfer to serve processes in any manner permitted by the law or to commence legal proceedings or otherwise proceed against the Seller in any other jurisdiction, provided that the provisions of this Article 12.2 relating to the institution of litigation, consent to service, choice of law and similar matters shall only be given effect in accordance with and under the circumstances contemplated by Article 12.2.1 hereof. |  |  |
| * + 1. During the period of submission to arbitration and thereafter until an arbitral award is granted, the Parties shall, except in the event of expiration or termination of this Agreement, continue to perform all their respective obligations under this Agreement without prejudice to a final judgment in accordance with the said award. |  |  |
| * + 1. The provisions stipulated in this Article 12 shall survive the termination or expiration of this Agreement. |  |  |
| IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized signatories as of the day and year first written above. |  | Dengan Demikian, **Para Pihak** telah menandatangani **Perjanjian** ini melalui wakil mereka masing-masing yang sah pada tanggal dan tahun sebagaimana tersebut pertama kali di atas. |
| Agreed for and on behalf of,  **REGENE**  **………………………………**  Name: Tiang Vichi Lestari  Position:Director |  |  |
| Agreed for and on behalf of,  **LUNA FAMIARJO, as the Seller**  **………………………………**  Name: Tiang Vichi Lestari  Position: Director of REGENE |  |  |
| Agreed for and on behalf of,  **PT PRIMA CAKRAWALA INDONESIA, as the Purchaser**  **………………………………**  Name: Johan Satria Putra  Position: Director |  |  |

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| --- | --- | --- |
| **Schedule 1**  **Definitions and Interpretations** |  | **Jadwal 1**  **Definitions and Interpretations** |
| **Definitions** |  | **Definisi** |
| In this **Agreement**, the following terms shall, unless the context otherwise requires, have the meaning set out below: |  | Dalam **Perjanjian** ini, istilah berikut akan, kecuali jika konteks memerlukan sebaliknya, mempunyai arti yang diuraikan dibawah : |
| “**Affiliate**” means any person or legal entity that directly or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the person or legal entity specified. |  | “**Afiliasi**“ berarti setiap orang atau badan hukum baik langsung maupun tidak langsung melalui satu atau lebih dari perantara, awasi atau diawasi oleh atau menurut pengawasan umum dengan oang atau badan hukum yang ditentukan. |
| “**Affected Party**” shall have the meaning given to it under Article 6.3.1. |  |  |
| “**Agreement**” means this Conditional Share Sale and Purchase Agreement together with Schedules, Annexes, all attachments hereunder and all necessary documents, which are integral and inseparable part of this Agreement. |  | “**Perjanjian**” berarti Perjanjian Pengikatan Jual Beli Saham ini bersamaan dengan Jadwal, Lampiran, seluruh lampiran yang tersebut di bawah dan semua keperluan dokumen yang mana satu kesatuan dan bagian tidak terpisahkan dari Perjanjian ini. |
| “**BANI**” means the *Badan Arbitrase Nasional* *Indonesia* addressed at Wahana Graha Lt. 1&2, Jl, Mampang Prapatan No.2, Jakarta 12760 (or any other address it is located in the future). |  |  |
| “**BANI Rules**” shall have the meaning given to it under Article 12.2.2. |  |  |
| “**Business Day**” means any day, other than Saturday, Sunday or a public holiday on which banks are open for ordinary banking business in Jakarta, Indonesia. |  |  |
| “**Closing**” means the completion by the Parties of all relevant transactions, obligations and formalities of this Agreement closing the transaction contemplated by this Agreement pursuant to Article 6 of this Agreement. |  | “**Penutupan**” berarti penyelesaian dari Para Pihak yang bersangkutan, transaksi, kewajiban dan formalitas dari Perjanjian ini penutupan transaksi yang diatur berdasarkan Perjanjian ini. |
| “**Closing Date**” shall have the meaning given to it in Article 6.1. |  | “**Tanggal Penutupan**” berarti Tanggal dimana hal yang diuraikan dalam Pasal 4.3 dipenuhi, namun tidak lebih lama dari 3 (tiga) bulan sejak Tanggal Penandatanganan. |
| “**Conversion of Shares**” means the conversion of the Shares from 152,150 Class B Shares into 152,150 Second Option Shares. |  |  |
| “**Deed of Transfer**” means the sale and purchase of Shares agreement between the Seller and the Purchaser in notarial deed form which shall substantially be in the form enclosed in Schedule 3. |  |  |
| “**Distributor Agreement**” means the Distributor Agreement initially entered into by REGENE and Mr. Harino as “*Mitra*” dated [*date to be inserted*] June 2024. |  |  |
| “**Disputes**” shall have the meaning given to it under Article 12.2.1. |  |  |
| “**Interim Period**” means the period between the date of this Agreement and the Closing Date. |  |  |
| “**Liabilities**” mean any debt, liability, claim, commitment or obligation of any kind, character or nature whatsoever, whether known or unknown, perfected or not, secured or unsecured, accrued, fixed, absolute, contingent or otherwise, and whether due or to become due including Liability to Taxation. |  | “**Kewajiban**” berarti setiap dan semua tanggungan, hutang, kewajiban dan kewajiban sehubungan dengan Saham. |
| **“Liability to Taxation**” means a liability to pay an amount of Taxation or an amount in respect of Taxation (including, without limitation, any penalty, loss, damage, liability or expenses incurred in connection with any such liability). |  |  |
| “**Longstop Date**” means 30 June 2025 or an alternative date agreed by the Seller and Purchaser. |  |  |
| **“Loss”** or “**Losses”** means all claims, Liabilities, deficiencies, damages, diminution of value, losses (including any direct or indirect consequential losses, loss or profit and any direct or indirect losses arising from any interruption or cessation of business operations), fines, penalties, foreign exchange related losses, costs, and expenses. |  |  |
| “**MOLHR**” means the Minister of Law and Human Rights. |  |  |
| “**Shares**” has the meaning given to it in Recital B. |  |  |
| “**New Classification of Preferred Shares**” means a new classification of shares in REGENE which shall be created through the amendment of REGENE’s articles of association pursuant to the notarial deed referred to in Article 6.1.3, shall have the same rights and privileges as those provided under Class C Preferred Shares, and having a nominal value of [\*\*\*] per share. |  |  |
| “**Second Option Shares**” means 152,150 (one hundred fifty two thousand and one hundred and fifty) New Class of Preferred Shares in REGENE, upon the completion of Conversion of Shares. |  |  |
| “**Shareholder Agreement**” means the Shareholder Agreement entered into by and between REGENE, Seller, Purchaser and all of the other shareholders of REGENE dated [\* 2024]. |  |  |
| “**Purchase Price**” means the amount to be paid by the Purchaser for the purchase of the Shares in the amount set out in Article 3.1. |  | “**Harga Pembelian**” berarti sejumlah uang yang dibayar oleh Pembeli yang terurai dalam Pasal 3.1.1. |
| “**Shares Certificate**” means the collective shares certificate issued by REGENE in relation to the Shares or Second Option Shares, as applicable. |  |  |
| “**Second Option Condition**” means the distributor referred to as the “*Mitra*” under the Distributor Agreement having issued purchase orders to REGENE for a cumulative total of at least 20,000 (twenty thousand) DNA Test before or on 30 June 2025 or by any other date as may be agreed in writing between REGENE and the distributor. |  |  |
| “**Shareholders Register**” means a list showing the shareholders owning shares in REGENE and details in relation to such ownership, including the number of shares owned by each shareholder. |  |  |
| “**Signing Date**” means the signing date of this Agreement as set out above. |  | “**Tanggal Penandatanganan**” berarti tanggal penandatanganan dalam Perjanjian ini yang diuraikan di atas. |
| “**Taxation**” or “**Tax**” means:   1. all forms of tax, levy, duty, charge, impost, withholding or other amount (including without limitation, withholding tax, VAT, luxury sales tax, customs duty and excise duty) whenever created or imposed and whether of the Republic of Indonesia or elsewhere payable to or imposed by any Tax Authority; and 2. all charges, interest, penalties and fines incidental or relating to any Taxation falling within (i) above or which arise as a result of the failure to pay any Taxation on the due date or to comply with any obligation relating to Taxation. |  |  |
| “**Tax Authority**” means any local, municipal, provincial, governmental, or other fiscal, social security, revenue, customs or excise authority, body or official anywhere in the world. |  | “**Instansi Pajak**” berarti lokal, kota, provinsi,pemerintah atau fiscal lain, jaminan social, pendapatan, instansi bea dan cukai, badan atau pejabat di manapun di dunia ini. |
| “**Unaffected Party**” shall have the meaning given to it under Article 6.3.1. |  |  |
| “**Waivers**” means the written waiver from each and all of the shareholders of REGENE (other than the Seller and the Purchaser) which shall at least states that each of them (i) irrevocably waives any rights to receive any offer to purchase the Shares, any pre-emptive rights and rights of first refusal in connection with the consummation of the sale and purchase of the Shares between the Seller and the Purchaser that it may have including those provided for under the Shareholder Agreement, REGENE’s articles of association and applicable law, and (ii) agrees to do all things necessary as a shareholder to effect the creation of New Classification of Preferred Shares, Conversion of Shares and the completion of the sale and purchase of the Shares between the Seller and the Purchaser, including by exercising its rights to call for and attend the relevant REGENE’s general meeting of shareholders (“**GMS**”) and voting or executing any necessary GMS resolution and other documents to approve and effect the foregoing matters. The Waivers shall be in a form agreed by the Purchaser. |  |  |
| “**Warranties**” and each of them “**Warranty**” has the meaning given to it in Article 7.1. |  | “**Penjaminan**” berarti pernyataan dan jaminan yang dibuat oleh Penjual dan Pembeli sesuai dengan Pasal 5. |
| **Interpretation**  Article, schedule and annex headings and captions are for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement. |  | **Penafsiran**  Klausul, daftar dan judul lampiran dan judul bab adalah hanya untuk kemudahan untuk acuan dan tidak akan berpengaruh atau batas terhadap bentuk atau penafsiran dari Perjanjian ini. |
| A reference in this Agreement to a *“person”* shall include any individual, company, corporation, firm, government, state or agency of a state, or any association, trust, or partnership (whether or not having legal personality). |  | Acuan dalam Perjanjian ini untuk *“orang”* akan termasuk individu, Perseroan, korporasi, firma, pemerintah, Negara atau agensi dari Negara atau asosiasi, kepercayaan, persekutuan (apakah atau tidak mempunyai sifat hukum). |
| A reference in this Agreement to a *“company”* shall include any legal entity or entities into which such company may be merged by means of a statutory merger or into which it may be split by means of a statutory de-merger. |  | Acuan dalam Perjanjian ini untuk *“perseroan”* akan termasuk setiap badan hukum atau kesatuan yang mana perseroan dapat digabungkan dengan pengertian penggabungan menurut undang-undang atau yang mana dapat dipecah dengan pengertian pemisahan menurut hukum. |
| A reference in this Agreement to a provision of law shall be a reference to that provision as amended from time to time. |  | Acuan dalam Perjanjian ini untuk ketentuan hukum akan sebagai acuan ketentuan tersebut dapat diubah dari waktu ke waktu. |
| A reference in this Agreement to the singular shall, unless the context otherwise requires, include a reference to the plural and *vice versa.* |  | Acuan dalam Perjanjian ini untuk tunggal akan, kecuali kontek menentukan yang lain termasuk acuan untuk jamak dan sebaliknya. |
| In this Agreement, the words *“include”*, *“including”* and all forms and derivations thereof shall mean including, but not limited to. |  | Dalam Perjanjian ini kata “berisi”, “termasuk” dan semua bentuk dan turunannya yang tersebut disana mempunyai arti termasuk, tetapi tidak terbatas untuk. |
| Where provision is made for agreement or the giving of notice, approval or consent of a Party, unless otherwise specified, such agreement, notice, approval or consent must be in writing. |  |  |

**Schedule 2 / Lampiran 2**

**Conditions Precedent**

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| * + - 1. The delivery of the Waivers by REGENE to the Purchaser in accordance with Article 5.1; |  |
| * + - 1. The Second Option Condition has been fulfilled in a timely manner; |  |
| * + - 1. A circular resolution or minutes of an extraordinary general meeting of the shareholders of REGENE (in the form of a notarial deed or under-hand with signatory on the stamp duty) approving: |  |
| * + - * 1. the transfer of the Shares from the Seller to the Purchaser in accordance with the requirements of the articles of association of REGENE and the applicable law; |  |
| * + - * 1. adopting the change of shareholders of REGENE from Seller to Purchaser with effect from Closing; |  |
| * + - * 1. the issuance of new share certificates in the name of Purchaser evidencing the ownership of the Shares; |  |
| * + - * 1. the entry of Purchaser into the Shareholders Register of REGENE; |  |
| * + - * 1. the amendment of the articles of association of REGENE for the creation of New Classification of Preferred Shares and the Conversion of Shares, |  |
| has been executed and a certified true copy thereof shall have been delivered to the Purchaser by the Seller or REGENE; |  |
| * + - 1. [The delivery of a written spousal consent of the Seller to the Purchaser]; |  |
| * + - 1. All of the Warranties by the Seller made in this Agreement shall be true, accurate, complete and correct as of the date of this Agreement and as at the Closing Date; and |  |
| * + - 1. The delivery of written notification of Seller’s designated bank account to the Purchaser pursuant to Article 3.3.1. |  |

**Schedule 3 / Lampiran 3**

**Deeds of Transfer of Shares / Akta Pengalihan Saham**

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| --- | --- | --- |
| **Schedule 4 Warranties** |  |  |
| 1. The Seller represents and warrants to the Purchaser each of the following Warranties in relation to the Shares: |  |  |
| 1. the Seller has full power, authority, capacity and legal rights to enter into, execute, deliver and perform all of its obligations under this Agreement; |  |  |
| 1. the Seller has obtained all consents, approvals, and permits required or necessary for the execution and delivery of this Agreement, and the performance of its obligations under this Agreement, and such consents, approvals and permits are in full force and effect; |  |  |
| 1. the entry into and performance by the Seller of its obligations under this Agreement do not and will not contravene any law, regulation, order, writ, judgment, decree, provision in its articles of association, or any other agreement or obligation binding upon it or to which its business, properties or assets are subject; |  |  |
| 1. there are no judgment, order, writ, injunction, or decree of a court, arbitral body, agency or otherwise, have been or reasonably be expected to be made against it, including those which might reasonably be expected to have adverse affect on the Seller, including its ability to perform the obligations contemplated by this Agreement; |  |  |
| 1. this Agreement constitutes a legal, valid and binding obligation of the Seller, enforceable in accordance with its terms and conditions; |  |  |
| 1. the Seller has obtained from REGENE’s shareholders other than the Purchaser, the waiver of to each of their right of first offer to the Shares or any other rights that any of them may have which may prevent the consummation of the transaction contemplated hereunder; |  |  |
| 1. the Seller’s contributions to REGENE have been made in accordance with applicable laws, and no contribution includes any repayment obligation to REGENE; |  |  |
| 1. the Seller is the sole, legal and beneficial owner of the Shares and have full and valid title to the Shares and all rights attached thereto, free and clear from any encumbrance, limitation, restrictions, prior arrangements or commitments of any kind; |  |  |
| 1. the Seller sells and transfers the Shares and all the rights attached thereto to the Purchaser with full title guarantee and free from any claims, equities, liens and encumbrances whatsoever and with all rights attached to the Shares; |  |  |
| 1. there are no shareholders agreement or any other agreements that may affect or impair any rights attached to the Shares; |  |  |
| 1. the Seller makes no prior arrangement or commitment of any kind with any party other than the Purchaser, that may cause the Purchaser to lose ownership of the Shares or enter into a dispute with such party in relation to the Shares; |  |  |
| 1. there is no ongoing or pending claim, suit, proceeding, or investigation in relation to the Shares; |  |  |
| 1. other than the consent from the Seller’s spouse, approving the sale and transfer of Shares from the Seller to the Purchaser, there is no consent, approval, clearance, or filing with any governmental authority or other authority is required to be obtained by Seller or REGENE in connection to the execution of this Agreement and the performance of the sale and transfer of Shares between the Seller and the Purchaser; and |  |  |
| 1. all information given by or on behalf of the Seller to the Purchaser and/or its advisors before or during the negotiations leading to this Agreement is true, accurate, complete and not misleading, and none of the documents and materials supplied to the Purchaser and/or its advisors in connection with this Agreement contains untrue, inaccurate, incomplete or misleading statement. |  |  |