

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

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

**AND:** **CENTRAL SHARE REGISTRY LIMITED** t/a **SPSE**  
**CENTRAL SHARE REGISTRY** having their principal office at  
33 Ellery Street, Suva (hereinafter called CSR)

**WHEREBY IT IS AGREED** as follows:

## **1. APPOINTMENT**

The company hereby appoints CSR to conduct the share registry and to perform other duties described hereinafter: -

## **2. DUTIES OF CSR**

CSR hereby undertakes and agrees with the company that they will at all times during the continuance of this agreement observe and perform the terms and conditions set out below:

- (a) Providing registry service including holding sub-registry and updating it from time to time.*
- (b) Issuing of share certificates to the shareholders.*
- (c) Providing up to date shareholders list (summary) twice annually.*
- (d) Providing a hard/soft copy of the register to the company twice a year.*
- (e) Updating addresses and reissuing new share certificates.*
- (f) Calculating dividend entitlement for each shareholder and arranging payments.*
- (g) Providing Bank Reconciliation on Dividends Paid.*
- (h) Updating the company on the list of shareholders receiving dividends.*
- (i) Attending to tax Requirements for non-resident shareholders.*
- (j) Attending to Reserve Bank requirements for non-resident shareholders.*
- (k) Posting of the Annual Report to shareholders.*
- (l) Attending to any returned mail.*
- (m) To attend promptly to all the company enquiries and when requested by the company, CSR shall indicate that they are acting on behalf of the company.*

- (n) CSR shall 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 without the company's first approving its terms.*
- (o) CSR shall observe all reasonable directions and instructions given to them by the company.*
- (p) CSR shall keep full and proper books of account and records showing clearly all inquiries, transactions and proceedings relating to the Share Registry and in particular all transactions undertaken by CSR.*
- (q) CSR shall allow the authorized officers of the company at all reasonable times to have access to CSR premises for the purpose of inspecting the said share register of their own securities.*
- (r) CSR shall from time to time upon a written request of the company supply to the company Reports, returns and other information.*

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

The company hereby agrees with CSR that it shall during the continuance of this agreement:

- (i) Whenever the company considers it necessary, send at its own cost a representative to visit the CSR.*
- (ii) Use its best endeavors to safeguard the sole and exclusive rights hereby granted to the CSR including the taking of such steps as may be available to it to prevent the infringement of those rights by other agents of the company and to prevent the infringement of its patent, trade marks, emblems, designs and other similar industrial or commercial monopoly rights within Fiji Islands.*

### **4. FEES**

- (a) The company shall pay or allow to be paid to the CSR in consideration for their services to the company in accordance with schedule A.*
- (b) All payments shall be made no later than 30 days of invoice.*
- (c) That CSR shall review its fees as per schedule 'A' annually.*

## **5. TERMINATION OF AGREEMENT**

Either party shall have the right to terminate the agreement forthwith in any of the following events :-

- (a) Giving three months notice in writing.*
- (b) On breach – if either party commit a breach of any of the terms or conditions of this agreement and the breach is such that both parties cannot maintain their relationship under this agreement.*
- (c) On liquidation, bankruptcy etc - if either party enter into liquidation whether compulsorily or voluntarily or compound with their creditor or take or suffer any similar action in consequence of debt.*

## **6. DISCLOSURE OF INFORMATION**

CSR hereby undertake that they will not at any time after the making of this agreement divulge any confidential information in relation to the company unless required by Law.

## **7. RETURN OF COMPANY PROPERTY**

Upon the termination of this agreement at the request of the company, CSR shall promptly return to the company or otherwise dispose of as the company may instruct all materials and documents.

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

- (a) The company shall not be responsible for acts or defaults of CSR or of the agents' employees or representatives.*
- (b) That CSR shall indemnify company against any claims, penalties and damages of any act or omission which were an act or omission of CSR and are breach of this agreement on the part of CSR.*
- (c) CSR is not responsible for any claims, penalties and damages incurred prior to the execution of this agreement. CSR shall not be responsible for any claims, penalties and damages in respect of shareholders whose payments are returned to the company.*

## **9. ARBITRATION**

*(a) Any dispute, difference or question which may arise at any time hereafter between the company and CSR touching the true construction of this agreement or the rights and liabilities of the parties hereto shall be referred to the decision of a single arbitrator.*

*(b) In the event of any dispute concerning the amount of any money due or payable by either party to this agreement to the other under this agreement a certificate as to the amount signed by the auditors for the time being of the company shall be conclusive and binding on both parties.*

## **10. APPLICATION OF LAW**

This agreement shall be deemed to have been made in Fiji Islands and the construction, validity and performance of this agreement shall be governed in all respects by the law of Fiji Islands.

## **11. AUTHENTIC TEXT**

The text of this agreement herein written in the English language is the authentic text and any difficulties or uncertainties in interpretation arising shall be solved solely by reference to this text.

## **12. IMPLIED TERMS**

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.

## **13. SERVICE OF NOTICES**

Any notice required to be given hereunder shall be sufficiently given to CSR if forwarded by registered post, cable, telegraph, telex or wireless telegraphy to the usual or last known place of business or abode of CSR in the territory and shall be sufficiently given to the company if similarly forwarded to its registered office in Fiji. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

**14. INTERPRETATION**

The words 'in writing' whenever contained in this agreement shall be deemed to include any communication sent by letter, telegram, cablegram, fax or email.

**IN WITNESS** 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 ) Common Seal  
be affixed. )

.....  
DIRECTOR

.....  
DIRECTOR/SECRETARY

The Common Seal of CENTRAL SHARE REGISTRY LIMITED )  
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 ) Common Seal  
be affixed. )

.....  
DIRECTOR

.....  
DIRECTOR/SECRETARY