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CERTIFIED A TRUE COPY

He Nicol

SHARE TRANSFER AGREEMENT

SECRETARY

THIS AGREEMENT is made the 1st day of June 2007
BETWEEN

- (1) HSBC Overseas Holdings (UK) Limited whose registered office is at 8 Canada Square, London, E14 5HQ ("Vendor"); and
- (2) HSBC Global Resourcing (UK) Limited whose registered office is at 8 Canada Square, London E14 5HQ, United Kingdom ("Purchaser")

WHEREAS

- (A) The Vendor is the legal and beneficial owner of part of the share capital of HSBC Electronic Data Processing (Philippines) Inc. (the "Company") (the "Contract Share").
- (B) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Contract Share as hereinafter provided in this Agreement

NOW THEREFORE IT IS HEREBY AGREED as follows.-

- 1 The Vendor as legal and beneficial owner agrees to sell and the Purchaser agrees to purchase the Contract Share with good title free from any mortgage, charge, pledge, lien, encumbrance, option or right of any third party of any description with all rights and benefits attaching thereto (including but not limited to voting rights and participation in profits) as from the date of this Agreement.
- 2 At completion, the Vendor shall deliver to the Purchaser (or as it shall direct) such documents as may be required to vest in the Purchaser the legal and beneficial ownership of the Contract Share free from encumbrances as aforesaid and to enable the Purchaser's legal ownership of the Contract Share to be registered in the name of the Purchaser and/or its nominee(s)

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- 3 In consideration for the sale and purchase of the Contract Share, the Purchaser shall issue its own shares to the Vendor for the value equal to the US\$ equivalent of Philippines Peso 1,600,000,000
- 4 Completion of the sale and purchase shall take place on the date of this Agreement at the offices of the Purchaser (or such other venue or on such other date as the parties may agree).
- 5 The Vendor agrees to do, execute, deliver and perform such further acts, deeds, documents and things as the Purchaser may reasonably require in order effectively to vest the legal and beneficial ownership of the Contract Share in the Purchaser and/or its nominee(s)
- 6 Each party will bear any stamp duty payable by it in respect of the sale and purchase of the Contract Share
- 7 This Agreement shall be governed by and construed in accordance with the laws of England and Wales
- 8 The Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
- 9 Delivery of an executed copy of the Agreement by facsimile transmission will be deemed to be execution and delivery of the Agreement as of the date first-before written

IN WITNESS thereof this Agreement has been entered into on the date first before written.

SIGNED by SARAH MATHER

) S.C. Mather

for and on behalf of
HSBC Overseas Holdings
(UK) LIMITED

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SIGNED by HEATHER NICOL

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for and on behalf of
HSBC GLOBAL RESOURCING
(UK) LIMITED

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