

DATED THIS 2nd DAY OF NOVEMBER 2020

BETWEEN

SEGi COLLEGE (SUBANG JAYA) SDN BHD
(Company No. 199301029776 (284515-V))

AND

YAYASAN KEMANUSIAAN DA SHENG
(Company No. 201801038084 (1300115-M))

EDUCATION SPONSORSHIP AGREEMENT

Education Sponsorship Agreement

This Agreement is dated this day of 2020.

BETWEEN

YAYASAN KEMANUSIAAN DA SHENG (Company No. 201801038084 (1300115-M), a company incorporated under the Companies Act 2016 with its address at Wisma MIE, 10th Floor, No. 2, Jalan Industri PBP 2, Taman Industri Pusat Bandar Puchong 47160 Puchong, Selangor ("Sponsor");

AND

SEGI COLLEGE (SUBANG JAYA) SDN BHD (Company No. 199301029776 (284515-V), a company incorporated under the Companies Act 2016 with its address at Persiaran Kewajipan, USJ 1, 47600 UEP, Subang Jaya, Selangor ("SEGi").

RECITALS:

- A. The Sponsor is a foundation established with the purpose of promoting the betterment of humanity through education, welfare and medical assistance.
- B. SEGi owns and operates a private higher educational institutions registered as 'SEGi College Subang Jaya' under the Private Higher Educational Institutions Act 1996.
- C. To implement the charitable objectives of the Sponsor, the Sponsor wishes to sponsor Scholarships up to the value of the Scholarship Fund to eligible and deserving students to undertake studies at SEGi College Subang Jaya.
- D. The Parties agree to record their agreement for the sponsoring of Scholarships to Selected Students in accordance to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1.0 DEFINITIONS

- 1.1 In this Agreement, unless the context requires otherwise, the following words, phrases or expressions shall have the following meanings:

Scholarship(s) : The scholarships available for the Selected Students to study in SEGi College Subang Jaya to the value and for the programmes set out in detail in Schedule 1 subject to any amendments to be mutually agreed between the Parties in writing.

Scholarship Committee : A committee to be set up jointly between the Parties to manage the Scholarships and the Scholarship Fund

- Scholarship Fund : A fund size of Ringgit Malaysia Two Hundred Sixty Eight Thousand Four Hundred Seventy Five (RM 268,475.00) to be made available by the Sponsor for the Scholarships to be awarded to the Selected Students in the manner set out in detail in Schedule 1.
- Selected Students : New or existing students of SEGi College Subang Jaya who have been determined to be eligible for the Scholarships based on the criteria determined by the Scholarship Committee

2.0 SPONSOR OF SCHOLARSHIP

2.1 The Sponsor agrees to sponsor the studies of Selected Students through the Scholarships subject to the terms as set out below:-

- (a) The Scholarships shall be awarded based on criteria to be determined jointly between the Parties;
- (b) The Scholarships awarded shall be available up to the value of the Scholarship Fund;
- (c) The Parties shall jointly establish a Scholarship Committee. The Terms of reference of the Scholarship Committee shall include the following:-
 - (i) to establish rules and procedures for the operation of the Scholarship Committee;
 - (ii) to set the criteria for eligibility of the Scholarships;
 - (iii) to consider applications for Scholarships for the purposes of and granting the Scholarships to the Selected Students;
 - (iv) to administer and manage all matters of the Scholarship, such as setting out terms and conditions for the Scholarships, and to enforce compliance with the terms and conditions of the Scholarships (including dealing with breaches, if any);
 - (v) to keep a proper account of the Scholarships granted; and
 - (vi) such other matters related to or incidental to the management of the Scholarships and the Scholarship Fund.

3.0 DURATION

3.1 The duration of this Agreement shall commence on the date as stated above and shall terminate upon all the Scholarship Fund being exhausted or upon the Parties' mutual agreement to terminate this Agreement, whichever is earlier.

3.2 The Parties agree that in the event of early termination of this Agreement before the Scholarship Fund has been exhausted:-

- (i) no new Scholarships shall be granted;
- (ii) neither Party shall continue to promote, publish, market or advertise the Scholarship to the public; and
- (iii) the Selected Students who are undergoing the relevant programmes shall be allowed to continue to enjoy the benefits of the Scholarship according to the normal

prescribed time period for completion of their programme, unless if the student exceed the normal duration to complete the programme then special terms and conditions stipulated by Scholarship Committee may apply.

4.0 PROMOTION

- 4.1 The Parties agree that each Party may publish or advertise the existence of this Agreement.
- 4.2 Each Party shall submit to the other, for its prior written approval, which approval shall not be unreasonably withheld or delayed, any marketing materials, advertising, press releases, and all other promotional materials related to the Scholarship contemplated herein which reference the other Party or its trade names, trademarks, service marks or logos ("**Materials**"). Each Party shall reasonably consider the views of the other Party in designing and implementing such Materials.

5.0 MISCELLANEOUS

- 5.1 This Agreement shall be valid and binding on the Parties.
- 5.2 This Agreement may be amended by agreement between the Parties. No amendment will be binding unless recorded in writing and signed by the duly authorised representative of both Parties.
- 5.3 Any notice, legal proceedings or communications required under this Agreement shall be sent by post or by hand to the Party it is to be given to at the relevant address set out in this Agreement provided that either Party may amend its address for notices by written notice to the other Party.
- 5.4 Headings have been inserted in this Agreement for reference purpose only and shall be disregarded in the interpretation of this Agreement.
- 5.5 Unless otherwise agreed to between the Parties hereto, the terms and conditions herein contained constitute the sole and entire agreement and understanding amongst the Parties hereto and supersede all previous proposals, negotiations, commitments and understandings which might have been made prior to the execution of this Agreement between the Parties hereto with respect to the subject matter hereof, whether written or oral.
- 5.6 This Agreement shall be governed and construed in accordance with Malaysian laws and the Parties submit exclusively to the jurisdiction of the Malaysian courts.

End of Agreement

Signed by the Authorised Representative for and behalf of each Party on the day hereinbefore stated.

Sponsor

Signed by Authorised Representative)
for and on behalf of)
YAYASAN KEMANUSIAAN DA SHENG)
(Co. No. 201801038084 (1300115-M)))
in the presence of:)



.....
Name:
Designation: Director

.....
Name:
Designation:

SEGi

Signed by Authorised Representative)
for and on behalf of)
SEGi COLLEGE (SUBANG JAYA) SDN BHD)
(Co. No. 199301029776 (284515-V)))
in the presence of:)



.....
Name: Calvin Chan, Principal
Designation: Director

.....
Name:
Designation: