

DATED THE 15th DAY OF April 2025

BETWEEN

**YAYASAN PENERAJU PENDIDIKAN BUMIPUTERA
(Company No. 201101041372 (969494-X))
("Yayasan Peneraju")**

And

**THE PARTY WHOSE NAME AND PARTICULARS
ARE SET OUT IN ITEM 1 OF APPENDIX A
("Talent")**

**YAYASAN PENERAJU EDUCATION FINANCING SCHEME AGREEMENT
(PERJANJIAN PEMBIAYAAN PENDIDIKAN YAYASAN PENERAJU)**

THIS AGREEMENT is made this 15th day of April 2025

BETWEEN

YAYASAN PENERAJU PENDIDIKAN BUMIPUTERA (Company No.: 201101041372 (969494-X)), a company incorporated under the Laws of Malaysia with its registered business address at Level 15-1, Mercu UEM, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur (hereinafter referred to as “**Yayasan Peneraju**”) of the first part;

AND

THE PARTY WHOSE NAME AND PARTICULARS ARE SET OUT IN ITEM 1 OF APPENDIX A (hereinafter referred to as “**Talent**”) of the second part;

(**Yayasan Peneraju** and the **Talent** shall collectively be referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS:

1. Yayasan Peneraju is an agency under the Ministry of Economy that functions as a Talent Bank to identify, nurture and manage Bumiputera talents to accelerate their global competitiveness.
2. Yayasan Peneraju is offering a financing scheme that provides flexible financial assistance for talents seeking to pursue training and/or certifications to advance their technical knowledge at Yayasan Peneraju’s identified and recognised Approved Learning and Training Institutions (“**ALTI**”) and competency development training as set out in **item 5 of Appendix A**.
3. In relation thereto, subject to and on the terms set out in this Agreement, Yayasan Peneraju has agreed to grant financial scheme to the Talent, to enable the Talent to pursue its training and/or certification at the chosen ALTI.

The Parties hereby agree as follows: -

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- | | |
|----------------------------|--|
| “ALTI” | : has the meaning given in Recital 2. |
| “Business Day” | : means a day on which banks in Kuala Lumpur are open for business except for Saturday, Sunday and any public holiday. |
| “Commencement Date” | : means date of this Agreement. |
| “Financing Scheme” | : means financial assistance provided by Yayasan Peneraju. |

“Financing Scheme Validity Period” : means the period as set out in **item 4 of Appendix A.**

“Government” : means the Government of Malaysia.

1.2 Where a word or phrase is defined, other parts of speech and grammatical forms of that word and phrase shall have corresponding meaning.

- (a) All Appendices to this Agreement shall form part of this Agreement.
- (b) The documents forming this Agreement are to be taken as mutually explanatory of one another.
- (c) In this Agreement unless the context otherwise requires, words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; words denoting natural persons shall include a body of persons corporate or unincorporated and vice versa.
- (d) Any references to Appendices, Clauses and Sub-Clauses are to the Appendices, Clauses and Sub-Clauses to this Agreement and references to Clauses shall be read as references to Sub-Clauses where appropriate.
- (e) Any references to any party to this Agreement or any other agreement or instrument shall include the party's successors and permitted assigns; references to any agreement or instrument shall include references to such agreement or instrument as amended, novated, supplemented, varied or replaced from time to time.
- (f) Any references to any legislation or to any provisions of any legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision.

2. FINANCING SCHEME

- 2.1 Subject to and on the terms of this Agreement, Yayasan Peneraju to provide the Financing Scheme at the amount as set out in **item 2 of Appendix A** to enable the Talent to undertake the training and/or certification at the chosen ALTI as set out in **item 3 of Appendix A (“Course”)** and the Talent agrees to repay the Financing Scheme to Yayasan Peneraju in accordance with Clause 6 of this Agreement.
- 2.2 The Financing Scheme offered to the Talent shall only be valid and made available by Yayasan Peneraju during the Financing Scheme Validity Period in which the Talent shall complete the Course during the prescribed period.

3. OBLIGATIONS AND RESPONSIBILITIES OF THE TALENT

- 3.1 Talent shall comply with all the terms and conditions as set out in this Agreement.
- 3.2 Talent shall at all times maintains good behavior and adhere to the code of conduct outlined by the ALTI and Yayasan Peneraju. Talent shall be disciplined, courteous, well-behaved, not directly and directly commits any unlawful acts and involved in any illegal activities throughout the term of this Agreement.

- 3.3 Talent shall not, either directly or indirectly, make any statement whether verbal or written, or be involved in any activities, or participate, or associate itself to any club, association or group or society or political parties, (which in the sole discretion of Yayasan Peneraju) that is not in line with the policies and principles of Yayasan Peneraju or contrary to the interests of the Government.
- 3.4 Save and except with the prior written consent of Yayasan Peneraju, Talent is:
- (a) required to complete the Course at the selected ALTI, subject always that the Course remains available and not canceled by ALTI during the Financing Scheme Validity Period;
 - (b) required to attend all classes, sit and pass all tests, modules and examinations that have been set by the ALTI;
 - (c) not allowed to postpone any studies or examinations conducted under the Course without any valid and justifiable reasons; and
 - (d) considered as Yayasan Peneraju's Alumni upon completion of the Course.

4. GUARANTOR

- 4.1 The Financing Scheme provided by Yayasan Peneraju shall be conditional upon the Talent procuring a guarantor to provide the guarantee and act as the principal debtor (if applicable) in the form and substance as set out in **APPENDIX B**.
- 4.2 In the event of the demise or the withdrawal of the guarantor under this Agreement, Talent shall immediately inform Yayasan Peneraju of such event and procure a new guarantor and provide a new guarantee pursuant to clause 4.1 above.

5. REPORTING AND DUTY TO INFORM

- 5.1 Talent shall inform and submit all relevant information relating to the Talent's progress and performance of the Course including the latest examination results to Yayasan Peneraju via Yayasan Peneraju's portal. In the event of any issues which renders the Talent unable to submit its reports via Yayasan Peneraju's portal, the Talent shall submit the information via email or other methods in pursuant to Clause 12 of this Agreement.
- 5.2 Talent shall inform Yayasan Peneraju if they suffer from any critical illness that may cause the Talent to be unable to participate in or continue the Course.
- 5.3 If requested by Yayasan Peneraju, Talent hereby agrees and shall inform Yayasan Peneraju of the Talent's current and/or prevailing status of employment, employer and salary, and submit proof of income to Yayasan Peneraju. Yayasan Peneraju has the rights to request for the said information at any time within five (5) years from the date of completion of the Course by the Talent for the purpose of reviewing the effectiveness of the Financing Scheme.

6. REPAYMENT OF THE FINANCING SCHEME

- 6.1 Talent hereby agrees and undertakes to repay the Financing Scheme in accordance to the time, manner and method as set out in **Appendix C**.

7. PROMOTIONAL ACTIVITIES DURING AND POST COMPLETION OBLIGATIONS

- 7.1 Talent may at any time during the Course and post completion/expiry of this Agreement, be required by Yayasan Peneraju to hold discourse sessions on the knowledge gained from the Course to other trainees and/or participate and engage in marketing or promotional activities, programmes or activities conducted at the discretion of Yayasan Peneraju.

8. DEFAULT AND TERMINATION

Termination by Yayasan Peneraju

- 8.1 Yayasan Peneraju may forthwith immediately terminate this Agreement if:
- (a) the Talent has breached any of the material terms of this Agreement and the Talent fails to rectify such breach within fourteen (14) working days after a written notice is received from Yayasan Peneraju specifying that such breach has occurred, and that the Talent is to remedy the same,
 - (b) the Talent becomes insolvent or suspends payment of its debts generally or is unable to pay its debts as and when they fall due;
 - (c) in the opinion of Yayasan Peneraju, the Talent's own misconduct has caused the Talent to be unfit to continue the Course.
- 8.2 In the event of the occurrence to any of the above, Yayasan Peneraju reserves the right to terminate this Agreement immediately. Yayasan Peneraju at its absolute discretion reserves the right to claim from the Talent all or part of the Financing Scheme that has been disbursed to the Talent and claims for any other loss and damages suffered by Yayasan Peneraju.
- 8.3 Notwithstanding the above, Yayasan Peneraju reserves the right at any time without giving any reason to terminate or withdraw the financing scheme and Yayasan Peneraju at its absolute discretion reserves the right to claim from the Talent all or part of the Financing Scheme that has been disbursed to the Talent.

Termination by Talent

- 8.4 Talent shall have the right to withdraw or terminate this Agreement at any time by a written notification to Yayasan Peneraju subject to approval by Yayasan Peneraju. Upon notification of withdrawal or termination by the Talent Yayasan Peneraju at its absolute discretion reserves the right to claim from the Talent all or part of the Financing Scheme that has been disbursed to the Talent and claims for any other loss and damages suffered by Yayasan Peneraju.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Talent hereby represents and warrants to Yayasan Peneraju that:

- (a) Talent has the legal capacity to enter into and perform his obligations under this Agreement;
- (b) the obligations expressed to be assumed by him under this Agreement are:
 - (i) legal, valid, binding and enforceable against him in accordance with the terms herein; and
 - (ii) do not conflict with any agreement binding upon him.
- (c) free from infectious diseases, chronic diseases or mental illness (which require medical treatment and care by a doctor).
- (d) all relevant information and documents that have been shared and submitted by the Talent to Yayasan Peneraju are authentic, true and correct.

9.2 The Talent shall indemnify Yayasan Peneraju against and save it harmless against any and all claims, losses, damages, costs, deficiencies and expenses including legal fees suffered, incurred or sustained by the inaccuracies, errors, misrepresentations, breach of warranty or conditions by the Talent under the terms of the Agreement.

10. CONFIDENTIALITY AND EXCHANGE OF INFORMATION

10.1 Each of the Parties shall maintain the confidentiality of Confidential Information and shall not disclose or make available Confidential Information to any person other than its officers, employees, representatives, agents, contractors, advisers, auditors and corporate shareholders and, in the case of the Yayasan Peneraju, the Talent to the extent required for the proper execution of their functions and shall exercise care to avoid improper disclosure of information by any such person or persons.

10.2 This clause shall not apply to the disclosure of the Confidential Information by a receiving Party if and to the extent that:

- (a) the other Party (the disclosing Party) has given written consent to the disclosure; or
- (b) such information is in the public domain other than through breach of this Clause 21,

provided that in the case of Clause 10.4 (c), (d) and (e), the receiving Party shall to the extent reasonably practicable and permitted by the applicable Regulation or body promptly notify the disclosing Party in writing and co-operate with the disclosing Party regarding the timing and content of such disclosure and any action which the disclosing Party may reasonably wish to take to challenge the validity of such requirement.

10.3 The obligations of confidentiality set out in this Clause 10 shall not apply to Confidential Information which is:

- (a) made by a Party to its affiliates;
- (b) required by any applicable Regulations;

- (c) required by any court of competent jurisdiction, any arbitral tribunal constituted with respect to any arbitration pursuant to this Agreement, or any competent judicial, governmental, supervisory or regulatory body;
 - (d) required by the listing rules of any stock exchange;
 - (e) made in the context of a sale of the Party's shares or assets;
 - (f) at the time of disclosure is in the public domain or which, after disclosure, enters the public domain except as a result of a breach of this Agreement;
 - (g) is acquired by a receiving Party from a third party without breach of any confidentiality obligation;
 - (h) is independently developed for a receiving Party by employees or others who do not have access to the Confidential Information; or
 - (i) is already known to a receiving Party at the time of disclosure and in respect of which that receiving Party is not bound by a confidentiality obligation.
- 10.4 Subject to Clauses 10.2, 10.3 and 10.4, neither Party may disclose Confidential Information to a third party without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 10.5 Where a disclosing Party makes a permitted disclosure of Confidential Information to a third party, that Party shall take appropriate safeguards as a prerequisite to such disclosure to prevent that third party making any further disclosure of such Confidential Information without the prior written consent of the Parties.

11. NOVATION AND ASSIGNMENT

- 11.1 Talent shall not assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of Yayasan Peneraju.
- 11.2 Yayasan Peneraju shall have the right, at its sole discretion, to novate or assign or transfer all or any part of its rights, obligations and duties under this Agreement to its subsidiaries or to its affiliates without prior written consent from Talent.

12. NOTICES

- 12.1 Notices required to be served under this Agreement shall (unless otherwise specified) be in writing and shall be sufficiently served if delivered by, e-mail, hand or sent by registered post or transmitted by facsimile (promptly confirmed by letter) to the other party at the address specified in this Agreement or at such other address as may be notified by one party to the other in writing and any notice sent by hand or by registered post shall be deemed to be delivered at the time of receipt or if transmitted by facsimile shall be deemed to have been served at the time of transmission.
- 12.2 All notices to Yayasan Peneraju shall be delivered at the following address, where applicable:

Company Name : Yayasan Peneraju
 Address : Level 15-1, Mercu UEM,

Jalan Stesen Sentral 5,
Kuala Lumpur Sentral,
50470 Kuala Lumpur
Contact No. : 03-27279000

13. ANTECEDENT RIGHTS OR REMEDIES

- 13.1 The expiry or termination of this Agreement shall be without prejudice to any antecedent rights or remedies of the parties hereto.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall be construed in accordance with and governed in all respects by the laws of Malaysia. The parties hereto hereby submit to the exclusive jurisdiction of the courts of Malaysia.

15. GOOD FAITH

- 15.1 Neither Parties shall do or commit any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business and reputation of the parties.

16. MISCELLANEOUS

- 16.1 **Entire Agreement.** Unless provided for otherwise herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreements, representations, understandings, arrangements, communications or expressions of intent relating to the subject matter of this Agreement.
- 16.2 **Amendment.** Unless provided for otherwise herein, this Agreement may be modified only by a written amendment or by any other written document duly executed by both parties hereto subsequent to the date of this Agreement.
- 16.3 **No Waiver.** No omission or delay on the part of any party hereto to insist upon strict performance of any of the terms of this Agreement, or in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by any party hereto of any right, power or remedy preclude the further or other exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 16.4 **Severability.** If at any time it appears that all or any part of one or more provisions of this Agreement is or becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law, treaty or regulation, the parties hereto will use all reasonable efforts to agree upon such modifications of this Agreement as may be required to comply with that law, treaty or regulation and as may be equitable to the parties. Provided that if any provision or part of a provision in this Agreement is held or found to be illegal or unenforceable in whole or in part under any applicable law, treaty or regulation of any jurisdiction, such provision or part shall to that extent (and

in relation to that jurisdiction) be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement or the remaining parts of such provision shall not be in any way affected or impaired thereby (in relation to such jurisdiction), nor shall the legality, validity or enforceability of such provision under the applicable laws of any other jurisdiction, be in any way affected or impaired thereby.

- 16.5 **Time of Essence.** Time shall be of essence under this Agreement.
- 16.6 **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.
- 16.7 **Electronic Signature.** This Agreement may be executed by electronic communication in portable document format (.pdf), and the Parties agree that their electronic transmitted signatures shall have the same effect as manually transmitted signatures. Delivery of a copy of this Agreement or any other document such as notices or letters pursuant to this Agreement bearing an original or electronic signature by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

SIGNED by

)
)
)
)
)
)

.....
Name:
NRIC No.:

In the presence of

.....
Name:
NRIC No.:

SIGNED by
For and on behalf of
YAYASAN PENERAJU
(Company No.
201101041372 (969494-X))

)
)
)
)
)
)

.....
Name:
Designation:

In the presence of

.....
Name:
Designation

APPENDIX A

No.	Item	Provisions/Details
1	Talent's Details	Name: AIN NABILAH BINTI SAIFON NIZAM NRIC No: 020704-10-1028 Address: 77, JALAN LAMAN BAKAWALI D/9,, LAMAN BAKAWALI KOTA SERIEMAS 71800 NILAI NEGERI SEMBILAN Mobile: +601123395682 Email: nabilaha645@gmail.com Bank Account No: 2235364457 Bank Name: BANK KERJASAMA RAKYAT MALAYSIA BERHAD (BANK RAKYAT)
2	Name of Selected Course	Microsoft Certified Power BI Data Analyst Associate
3	Approved Learning & Training Institution (ALTI)	APIIT Sdn Bhd (APU-APIIT)
4	Financing Scheme Approved Amount (RM)	Up to a maximum amount of RM3,330.00
5	Financing Scheme Validity Period	28/04/2025 - 30/04/2025 (+6 months validity period)

APPENDIX B

GUARANTEE LETTER

I [Name]
..... [NRIC No.], with a current mailing
address
telephone number, is a Malaysian citizen aged 18
years and above, sane and with full conscience, through own willingness and without any
pressure, coercion and compulsion hereby confess, pledge and promise that:-

1. I diligently undertake to become the Guarantor to [Talent's Full Name] [Talent's NRIC No.] and shall comply with the terms and conditions as set out in the Yayasan Peneraju Education Financing Scheme Agreement between Yayasan Peneraju and the Talent.
2. I fully understand this guarantee and hereby agree to be bound by it at my own free will and I do solemnly and sincerely declare that I am not an undischarged bankrupt as defined under the Bankruptcy Act, 1967.
3. I hereby undertake and agree to advise and ensure that the Talent shall commit to settle in full or in part (where applicable) the Financing Scheme in accordance to Clause 6 of the Education Financing Scheme Agreement, and as a Guarantor, I undertake to ensure that the Talent is contactable by Yayasan Peneraju. I also undertake to inform Yayasan Peneraju of the Talent's whereabouts, if necessary.
4. I hereby undertake and guarantee that the Talent commit to the repayment of the Financing Scheme to Yayasan Peneraju. The guarantor is also obligated to pay Yayasan Peneraju for the amount or value of the Financing Scheme and act as a principal debtor, when claimed by Yayasan Peneraju as a result of the Talent's failure or default in making the repayment under this Agreement.

I confess that the declaration stated above is true and complete.

Guarantor's Full Name and Signature

Guarantor's Contact Details:

Date:

APPENDIX C

REPAYMENT OF FINANCING SCHEME

Total Repayment Loan	Total Repayment Amount (RM)					
	< 5-10k	11-20k	21k- 40k	41k- 80k	81k-120k	121k-160k
(Year)	Monthly repayment					
1	80	270	300	371	430	445
2	113	278	309	382	460	475
3	117	286	318	393	475	486
4	252	350	350	404	512	500
5	270	361	361	416	544	529
6		371	371	430	563	563
7			382	445	583	602
8			392	460	602	646
9			367	475	622	719
10			382	494	646	743
11				512	670	767
12				531	695	863
13				549	719	888
14				568	743	914
15				586	767	966
16					797	1,190
17					863	1,233
18						1,277
19						
20						