

Scholarship Agreement
Between
Chee Kar Jun (the “Student”);
Mah Ai Tee (“Guarantor”);
Chong Kun Cheong (“Guarantor”)
And
Kolej Universiti Selatan (“Southern UC”)

This agreement is composed of two parts.

PART I is “Scholarship and Student Bond Agreement” and

PART II is “Guarantee and Indemnity”.

PART I: Scholarship and Student Bond Agreement

SCHOLARSHIP AND STUDENT BOND AGREEMENT

This Agreement is made on the day specified in Part A of the Schedule 1 hereto between the party specified in Part B of the Schedule 1 hereto (the "Student") and **KOLEJ UNIVERSITI SELATAN** (198704-V), a company incorporated under the Companies Act, 1965 and having its address at Southern University College, Jalan Selatan Utama, Off Jalan Skudai, 81300 Skudai, Johor ("Southern UC").

WHEREAS

- A. The Student has been admitted to the course more properly described in Part C of the Schedule 1 hereto (the "Course") at the Southern University College, Malaysia (the "Institution").
- B. The tuition fees for the Course is as stipulated in the Student's Offer Letter (the "Course Fee").
- C. Southern UC is agreeable to giving the Student a grant to cover the Course Fee (the "Grant").
- D. The Student has expressed his willingness to accept the Grant on the terms and conditions herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. Southern UC shall pay the Grant, in such amounts, to such parties, in such manner and at such times as it shall in its absolute discretion deem fit. For the avoidance of doubt, this Grant does not include any provision for allowances, personal expenditure or other expenses, charges and other fees (eg: examination remarking/recounting fees etc), including any Course Fee not covered by the Grant (if any) which shall be fully borne by the Student and paid in accordance with the terms and conditions of the applicable Southern UC policy/fee invoice.
- 2. PROVIDED ALWAYS that the continuation of the Grant shall be dependent on the semester review by Southern UC of the Student's progress in the Course.
- 3. Southern UC shall not be responsible for payment for any resit examinations or repeat courses/semesters.
- 4. In consideration of the various covenants of the parties hereinafter provided, the Student agrees and covenants with Southern UC that the Student shall diligently pursue the Course until completion in the shortest time reasonable and at the lowest fees possible.
- 5. It is hereby agreed and covenanted by the Student that:

- (a) As an Southern UC Scholarship holder, the Student may not hold any other scholarships/bursaries/financial assistance from other sponsoring/financing bodies which require the Student to be bonded, or in any manner interfere with the Student's ability to fulfill his obligations under this Agreement upon completion of studies;
- (b) The Student is expected to meet the stated terms, conditions and procedures described in this Agreement, Manual and other directives, circulars, guidelines issued by Southern UC and/or the Institution from time to time;
- (c) Southern UC reserves the right to require the Student to be involved and partake in Southern UC interviews/advertisements/photography or any other publicity related activities for the purpose of promoting Southern UC and/or the Institution.

6. It is hereby agreed and covenanted by the Student that in the event that:

- (a) The Student does any act or is convicted by a court of law in any country at any time before the commencement of or during the Bond Period, of any offence involving dishonesty or other moral turpitude, which offence, in the absolute opinion of Southern UC renders the Student unsuitable to complete the Course; or
- (b) The Student breaches any term, condition and/or covenant in this Agreement; or
- (c) The Student is suspended from the relevant professional practice in Malaysia or elsewhere by the appropriate authority, whether permanently or otherwise; or
- (d) If any of the matters referred to in clause 7 herein occurs;

Then, the Student shall be liable to pay to Southern UC on demand:

- (i) The full refund of all monies expended by Southern UC for the benefit of the Student pursuant to this Agreement (the "Refund"); and
- (ii) Pre-ascertained liquidated damages, being an amount representing 20% of the Refund;

Whereupon this Agreement shall be terminated forthwith and no party shall have any claim against the other.

7. It is hereby agreed that notwithstanding anything herein to the contrary, Southern UC may as its sole discretion, at any time suspend the Grant or terminate this Agreement, as appropriate, without prejudice to Southern UC's rights against the Student for any antecedent breach, in the event of the following:

- (a) The Student is, for whatsoever reason(s), expelled or suspended from the Institution;

- (b) The Student, for whatsoever reason(s), discontinues the Course;
- (c) The Student is, for whatsoever reason(s), excluded by the Institution from its premises or any part thereof; or
- (d) The Student is, for whatsoever reason(s), excluded or prohibited from attending teaching sessions of the Institution or from any examinations;

PROVIDED ALWAYS that Southern UC may, without assigning any reason therefor, terminate this Agreement by giving the Student thirty (30) days' notice in writing.

- 8. In the event of any suspension of the Grant and/or termination of this Agreement, Southern UC shall not be liable for any damages, loss, expenses, claims, demands or costs of any kind whatsoever.
- 9. The Student further undertakes and agrees:
 - (a) To absolve Southern UC including its employees, servants and/or agents from all liability to the Student and to his estate in respect of any loss, damage, injury or death howsoever caused or occasioned (whether or not by any act, omission or neglect of Southern UC, its employees, servants and/or agents) which the Student may sustain by reason of or during the duration of the Course and/or the employment during the Bond Period; and
 - (b) To indemnify and keep harmless Southern UC against all proceedings, suits, actions, claims, demand, costs and expenses whatsoever which may be taken or made against Southern UC or incurred or become payable by Southern UC to any third party, including any claim in respect of injury and death, damage and/or loss of property caused directly or indirectly by any act, omission or other default by the Student while on or otherwise in relation or arising from the Course and/or the employment during the Bond Period.
- 10. The Student shall use his best endeavours to meet the expectations of Southern UC as set out in Schedule 2.
- 11. Unless otherwise waived by Southern UC in writing, the Student hereby undertakes that he shall procure to the satisfaction of Southern UC the written guarantees and indemnities to guarantee the performance of the Student's obligations under this Agreement in the form specified by Southern UC of two (2) guarantors ("Guarantor") who shall at all times:
 - (a) Be a natural citizen of Malaysia;
 - (b) Have full capacity to contract;
 - (c) Be not adjudicated bankrupt in any country; and

(d) Be ordinarily resident in Malaysia.

12. If the Guarantor(s):

(a) Dies;

(b) Loses capacity to contract due to insanity, illness or otherwise;

(c) Resides outside Malaysia for a continuous period of six (6) months; or

(d) Is declared a bankrupt in any country,

Then the Student shall immediately procure to the satisfaction of Southern UC a replacement guarantor and/or other form(s) of security on terms and conditions satisfactory to Southern UC.

13. Southern UC may, on application of the Student and for reasons acceptable to Southern UC, which it shall in its sole discretion decide, waive any requirement for the nationality and ordinary residency of the guarantor(s) and/or require other forms of security to guarantee the obligations of the Student under this Agreement.

14. All decisions made by Southern UC pursuant to this Agreement, including (but not limited to) all calculations for fees, damages, quantification of losses etc, save for manifest error, shall be final and binding on the Student and the Guarantor.

15. Any notices, demand or request including any summons, writ or other court process given under or pursuant to this Agreement shall be in writing and sufficiently given if delivered by hand or by ordinary post evidenced by certificate of posting to the relevant party's address as stated in this Agreement or such other current address as notified to the other party in writing.

16. For the avoidance of doubt, any reference to the male gender herein shall include a reference to the female gender and the Schedule hereto shall be read with and form part of this Agreement.

17. This Agreement shall be binding on the successors in titles and the permitted assigns of the parties hereto.

18. This Agreement is subject to Malaysian Law and practice including Contracts (Amendment) Act 1976.

19. This Agreement is subject to the usual Alternative Dispute Resolution Clause.

(The rest of this page has been intentionally left blank.)

IN WITNESS THEREOF the parties have hereunto set their hands the day, month and year first above written.

SIGNED by)
For and on behalf of **Southern UC**)
In the presence of :-)
Prof ChM Dr. Teh Geok Bee FASc
Chairperson of Scholarship Committee

SIGNED by **Chee Kar Jun**)
In the presence of :-)
)
Chee Kar Jun

SCHEDULE 2

1. For full scholarship award, the Student is expected to maintain a minimum GPA of 3.5 for every semester.
2. For 75% scholarship award, the Student is expected to maintain a minimum GPA of 3.3 for every semester.
3. For 50% scholarship award, the Student is expected to maintain a minimum GPA of 3.0 for every semester.
4. For 25% scholarship award, the Student is expected to maintain a minimum GPA of 3.0 for every semester.

PART II: Guarantee and Indemnity

GUARANTEE AND INDEMNITY
(SCHOLARSHIP AND STUDENT BOND AGREEMENT)

This Guarantee and Indemnity is made on the day specified in Part A of the Schedule 1 hereto between the party specified in Part B of the Schedule 1 hereto ("Guarantor") of the one part and **KOLEJ UNIVERSITI SELATAN** (198704-V) of Southern University College, Jalan Selatan Utama, Off Jalan Skudai, 81300 Skudai, Johor ("Southern UC") of the other part.

WHEREAS:

- A. This Guarantee and Indemnity is supplemental to a Scholarship and Student Bond Agreement dated _____ between Southern UC and **Chee Kar Jun** ("Student"), wherein the Student agreed to undertake certain duties and obligations and to perform certain acts and in default and/or breach of which has further undertaken to make certain payments to Southern UC on terms and conditions therein appearing ("Scholarship Agreement").
- B. The Guarantor has full knowledge of the terms and conditions of the Scholarship Agreement and having perused the terms and conditions of the Scholarship Agreement has agreed to guarantee the due performance by the Student of the terms and conditions of the said Scholarship Agreement in the manner hereinafter appearing.

IT IS HEREBY AGREED THAT:

In consideration of Southern UC entering into the Scholarship Agreement with the Student, the Guarantor hereby agrees, as principal debtor, to guarantee and indemnify Southern UC as follows:

- 1. If the Student shall in any respect fail to fulfill any of his/her obligations and/or duties under the Scholarship Agreement or commit any breach of his/her obligations thereunder then the Guarantor shall, as principal debtor, upon written demand from Southern UC, pay to Southern UC any amount of money which is due from the Student to Southern UC pursuant to the Scholarship Agreement.
- 2. If the Student shall in any respect fail to fulfill any of his/her obligations under the Scholarship Agreement or commit any breach of his/her obligations thereunder then the Guarantor shall, as principal debtor, on demand from Southern UC, INDEMNIFY Southern UC against all losses, damages, costs and expenses, including all solicitors costs and professional fees which may be incurred by Southern UC by reason of any default on the part of the Student in performing and observing the provisions of the Scholarship Agreement.
- 3. If any question or dispute shall arise as to the amount of any such money due and/or the amount of any such losses, damages, costs and expenses, including all solicitors costs and professional fees, then the relevant amounts shall be determined by Southern UC whose decision shall be final and binding on the Guarantor.

4. The Guarantor shall not be discharged or released from this Guarantee and Indemnity by any arrangement or compromise made between the Student and Southern UC or by any forbearance whether as to payment, time or performance or otherwise.
5. This Guarantee and Indemnity shall not be revocable by the Guarantor and the Guarantor shall not be discharged by the death or bankruptcy of the Guarantor or the death or bankruptcy of the Student.
6. Any notice, demand or request including any summons, writ or other court process or court document given under or pursuant to this Guarantee and Indemnity shall be in writing and sufficiently given if delivery by hand or by ordinary post evidenced by certificate of posting to the Guarantor's address as stated in this Guarantee and Indemnity or such other current address as notified to Southern UC in writing.
7. This Guarantee and Indemnity Agreement is subject to Malaysian Law and practice including Contracts (Amendment) Act 1976.
8. This Guarantee and Indemnity Agreement is subject to the usual Alternative Dispute Resolution Clause.

IN WITNESS WHEREOF the Guarantor has hereunto set his/her hand the day and year first above written.

SIGNED BY)
Mah Ai Tee)
In the presence of :-)
Mah Ai Tee

SIGNED BY)
Chong Kun Cheong)
In the presence of :-)
Chong Kun Cheong

Witnessed by:-

.....
Name : **Ms Gan Ee Tyng**
Designation : Vice Chairperson of Scholarship Committee

SCHEDULE 1

A. Date of this Agreement :

B. Particulars of Guarantor(s) :

Guarantor I

Name : Mah Ai Tee
NRIC No : 771204-08-7044
Address : Blk-G 04-12 Jalan 6,
Taman Perumahan Rakyat Lima
Kedai, 81550 Gelang Patah,
Johor.
Tel/Fax : 011-10739717

Guarantor II

Name : Chong Kun Cheong
NRIC No : 670613-05-5251
Address : 27 Jalan Bakti 70,
Taman Mutiara Rini,
81300 Skudai,
Johor.
Tel/Fax : 011-57135720
