



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**RAFFLES UNIVERSITY**

**AND**

**LOTLITE TECHNOLOGY PVT LTD**

**4 MARCH 2025**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated 4 March 2025

BETWEEN

- 1) **RAFFLES ISKANDAR SDN BHD (COMPANY NO.: 201001018809)** a private company limited by shares incorporated in Malaysia and having its business address at G-05, Medini 7, Jalan Medini Sentral 5 Bandar Medini Iskandar Malaysia Iskandar Puteri, 79250 Johor Bahru, Johor, hereinafter refer to **RAFFLES UNIVERSITY ("RU")**; and
- 2) **LOTLITE TECHNOLOGY PVT LTD (COMPANY NO.: U62099PN2024PTC232291)** a Malaysian corporation with a principle place of business at address at Lotlite Technology Pvt Ltd. Office - 122, Gera Imperium, Opp- Wipro, Hinjewadi Phase 2, Rajiv Gandhi Infotech Park, Pune, Maharashtra 411057, hereinafter refer to **LOTLITE TECHNOLOGY ("LT")**.

(RU and LT, shall hereinafter individually referred to as the "Party" and collectively referred to as the "Parties")

### RECITALS

#### **WHEREAS :**

- A. RU is a subsidiary of Raffles Education Corporation Limited (Company Registration No. 199400712), a public company limited by shares, listed on the Singapore Exchange on 24 January 2002 and incorporated in Singapore on 29 January 1994.
- B. Raffles University is an institution of higher learning accredited by the Malaysian Qualifications Agency (MQA) and the Malaysian Ministry of Higher Education and is under the control and management of RU.
- C. Lotlite Technology is at the forefront of innovation and education, partnering with top-tier technology firms and esteemed certifying bodies. Our credentials are designed to equip students with comprehensive knowledge and skills, paving the way to diverse and promising career paths across global industries.
- D. The Parties wish to enter into this MOU to formalize their relationship and to encourage direct contact and collaboration between the respective Party's faculty and administrative staff members, departments and research institutions. Among the general forms of collaboration which will be explored includes, but not limited to:-
  - i. Advancement Camp
  - ii. Training
  - iii. Workshops
  - iv. Student exchange
  - v. Mobility programme
  - vi. Social/ community service
  - vii. Research activities

NOW IT IS HEREBY AGREED as follows:

## **TERMS**

### **1. RECITALS.**

The above recitals are incorporated herein and made a part of this MOU.

### **2. TERM AND TERMINATION.**

This MOU shall have an initial term of one (3) years beginning 4 March 2025 and ending 4 March 2028 and shall be automatically renewed for additional two-year terms unless written notice is given no later than 90 calendar days of the end of the term or renewal term by either Party of its desire to terminate or modify the provisions of this MOU. This MOU may also be terminated for any reason by either Party. The Party desiring early termination without cause must provide written notice to the other party so indicating. Termination will only take full effect on such date as mutually agreed upon in writing by the Parties.

### **3. SHARED OBJECTIVES.**

The parties are desirous to engage in an active and sustainable collaboration on projects and events that will enhance the development of students from either Party and to promote the branding of both parties, but not limited to, the following platforms:-

- 3.1.1. Project development
- 3.1.2. Online learning
- 3.1.3. Marketing and promotion
- 3.1.4. Certificate issuance

### **4. SUBJECT TO CONTRACT AND INDEMNIFICATION**

- 4.1. The Parties agree that this MOU is not subject to contract and shall not constitute a legally binding document.
- 4.2. Both parties mutually agrees to always indemnify and hold harmless, its directors, employees, agents, volunteers and/or representatives, from any and all claims, demands, expenses, costs, suits, liabilities and causes of action whatsoever as a result of any personal injury, death, loss or property damage directly or indirectly arising out of or in connection with this MOU.
- 4.3. Additional Memorandum of Agreement (MOA) may be agreed upon for individual projects and/or co-operations.

### **5. AMENDMENTS.**

The Parties agree that no amendments, variation, revocation, cancellation, or addition or supplement to, of any of the provisions of this MOU shall be effective unless it is in writing and signed by both Parties.



## 6. NOTICES.

6.1. Any notice or other communication to be given under or in respect of this MOU shall be in writing and may be delivered, given or sent by:-

- 6.1.1. Hand or courier.
- 6.1.2. Registered or other certified mail, postage prepaid; or
- 6.1.3. Instantaneous electronic media.

6.2. Any notice or other communication to be given under or in respect of this MOU shall be delivered, given or sent to the addressee at the address or facsimile transmission number, and marked for the attention of the person or officer of the addressee set out below:-

For RU	For LT
Address: G-05, Medini 7, Jalan Medini Sentral 5 Bandar Medini Iskandar Malaysia Iskandar Puteri, 79250 Johor Bahru, Johor	Address: Lotlite Technology Pvt Ltd. Office - 122, Gera Imperium, Opp-Wipro, Hinjewadi Phase 2, Rajiv Gandhi Infotech Park, Pune, Maharashtra 411057

6.3. Any notices and communications to be given under or in respect of this MOU shall be in English.

## 7. CONFIDENTIALITY

Party shall disclose or use any private, confidential, proprietary, or trade secret information provided from one to the other except with the prior consent of the other.

## 8. ASSIGNMENT

Neither Party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other Party. Any purported assignment without written consent shall be void.

## 9. EXPENSES

Except as otherwise expressly provided in this MOU, each Party shall bear its own respective costs and expenses incurred in connection with the preparation, execution and delivery of this MOU and the transaction contemplated hereunder, including all fees and expenses of agents, representatives, consultants, financial advisors, legal advisors and accountants.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1. "Intellectual Property Rights" means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

10.2. Except as otherwise specifically provided in writing by the Parties, each Party shall retain any Intellectual Property Rights developed by or on behalf of that Party.

whether pursuant to or independently from this MOU.

#### **11. AUTHORIZATION**

Signatories of both Parties herein have full power and authority to enter into this MOU and to carry out the transactions contemplated hereby.

#### **12. COUNTERPARTS.**

This MOU may be signed on various dates for the sole convenience of both Parties and may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The date as stated herein shall be final and conclusive as to the date of this MOU.

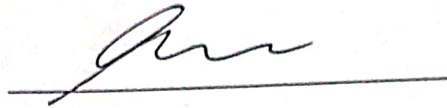
**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed and be effective as of the day and year first above written.



Signed by: Assoc. Prof. Greg Pritchard

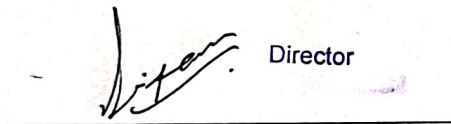
Designation: President  
For and on behalf of Raffles University  
Date: 4 March 2025  
Company Stamp:



Witnessed by: Assoc. Prof. Dr. Tan Wee Chuen

Designation: Vice-President (Academic)  
Company: Raffles University  
Date: 4 March 2025

LOTLITE TECHNOLOGY PVT. LTD.



Signed by: Mr Saiyam Kumar

Designation: Founder Director  
For and on behalf of Lotlite Technology  
Date: 4 March 2025  
Company Stamp:



Witnessed by: Mr Suresh Kumar Suri

Designation: Director  
Company: Lotlite Technology Pvt Ltd  
Date: 4 March 2025