

WARNING

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**APPLICATION FORM
Corporate Debenture(s) – Category A**

Grant of a corporate debenture is compulsory prior to any student’s admission to class.

We, the undersigned, duly authorized and acting on behalf of the company identified in the section titled “Corporate Debenture Beneficiary information” below (the “Corporate Debenture Beneficiary”), apply for and on behalf of the Corporate Debenture Beneficiary for the grant of Category A Corporate Debenture(s) (the “Corporate Debenture”) by French International School “Victor Segalen” Association Limited (the “Association”), a charitable institution mentioned in section 88 of the Inland Revenue Ordinance (Cap.112).

The Association has been appointed by Lyc’ee Francais International (French International School) (the "School") to act as an agent to issue and collect proceeds of the Corporate Debenture and manage the proceeds of the Corporate Debenture subject to and in accordance with the terms and conditions of the “Collection Agreement for Other Charges” between the School and the Association, available upon request.

We agree and acknowledge that:

- each Corporate Debenture has a nominal value of HK\$ 250,000* (the “Nominal Value”);
- upon the grant of a Corporate Debenture, the Corporate Debenture Beneficiary will become a member of the Association and be subject to its Articles of Association; and
- a grant of a Corporate Debenture, and the Corporate Debenture, are subject to the terms and conditions stated in this document, and any alternative or replacement terms and conditions from time to time in force made by the Association governing the Corporate Debentures and/or applicable to the Corporate Debentures (“T&C”).

This document does not constitute an offer to sell or a solicitation of an offer to subscribe or purchase or a recommendation of any securities or interests and may not be distributed in any jurisdiction except in accordance with legal requirements applicable in such jurisdiction.

Corporate Debenture Beneficiary information:**

Name of the company :
(As registered at the HK Companies Registry)

Business Registration

number:

Address :

.....

Corporate representative

Name :

E-mail :

Tel :

Designated person to manage the Corporate Debenture

Name :

E-mail :

Tel :

⇒ The Corporate Debenture Beneficiary is already the beneficiary of a debenture granted by the Association:

Yes No

Student to be covered by the Corporate Debenture

Last Name :

First Name :

Date of Birth :

⇒ I have read and agree to the terms and conditions written on the back of this form. **When a corporate body pays the school fees for a child, the child must be covered with a Corporate Debenture**

We enclose (please check the appropriated box):

A crossed cheque for HK\$ payable to «French International School “Victor Segalen” Association

Limited»

Or A copy of the bank deposit advice

(Payment must be settled by the corporate body which name corresponds to the BR copy)

And A copy of the company's Business Registration (BR) -for new application only

Signed for and on behalf of the Corporate Debenture Beneficiary (named above)

Signature

Director / Authorized Signatory

Date

Signature

Director / Authorized Signatory

Date

**The Nominal Value of the Corporate Debenture is subject to review at any time by the Association and approval from the Hong Kong Education Bureau (“EDB”). The applicable price will be that approved by the EDB and the Association at the time of payment by the Corporate Debenture Beneficiary. The grant of a Corporate Debenture is subject to the prior approval of the Association*

**** The Corporate Debenture Beneficiary (as stated on the original corporate debenture certificate) will be recognized by the Association as the only person entitled to the rights and benefits conveyed by the Corporate Debenture. Any amount payable by the Association to the Corporate Debenture Beneficiary under the T&C will be paid to the Corporate Debenture Beneficiary only. → Therefore the name of Corporate Debenture Beneficiary, stated on the corporate debenture certificate, must correspond to the full name(s) of the beneficiary of the bank account**

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TERMS & CONDITIONS

- 1 A person who is recognised by French International School “Victor Segalen” Association Limited (the “Association”) as being entitled to the rights conveyed by a Corporate Debenture is a “Corporate Debenture Beneficiary”. The rights conveyed by a Corporate Debenture are set out in clauses 5, 6, 7, 9, 12, 13 and 14 of these terms and conditions.
- 2 This Corporate Debenture is a “debenture” for the purposes of Article 23 of the Articles of Association of the Association. This Corporate Debenture is non-transferrable and non-negotiable and is not secured on any property, assets or undertakings of the Association or any other person. This Corporate Debenture does not bear any interest and relate to any debt owned by the Association to any person. Proceeds of the Corporate Debenture will be applied towards the objectives of the Association.
- 3 This Corporate Debenture concerns the French Stream and the International Stream of the School (as defined below) and is granted by the Association.
- 4 A Corporate Debenture may only be granted to a body corporate, even if such body is not able to nominate a student for enrollment in Lyc'ee Francais International (French International School) (the “School”) at the time of the grant of the Corporate Debenture.
- 5 Each Corporate Debenture Beneficiary will become a Member of the Association.
- 6 The Corporate Debenture Beneficiary shall be entitled to nominate one student (the “Nominated Student”) to receive education in the School provided that the Nominated Student’s academic standard has been approved by the Head of School and provided also that there shall be a vacancy for such Nominated Student in the class appropriate to such Nominated Student’s age and academic standard. For the purpose of this clause, a Nominated Student shall mean a child of an employee of the Corporate Debenture Beneficiary.
- 7 At the time of departure of the Nominated Student from the School, the Corporate Debenture Beneficiary may apply for redemption of this Corporate Debenture by the Association at the Net Nominal Value (as defined below) by giving written notice in the prescribed form to the Association, subject to the redemption schedule as determined by the Association or the School from time to time. Each Corporate Debenture Beneficiary may only redeem the number of Corporate Debentures in each academic year of the School as approved by the Association from time to time. Redemption shall be made subject to the rules laid down by the Association. Payment of the Net Nominal Value to the Corporate Debenture Beneficiary is conditional upon the surrender of the Corporate Debenture certificate evidencing the Corporate Debenture Beneficiary’s entitlement of the benefits of this Corporate Debenture (the “Certificate”) to the Association.

The “Net Nominal Value” is the Nominal Value of the Corporate Debenture as stated in the application form signed by the Corporate Debenture Beneficiary, (after deduction of all Withdrawal Fees (as defined below), administrative fees, outstanding charges and costs payable to the Association or the School (including tuition fees) (as determined by the Association and the School)).

The Net Nominal Value may be paid by the Association to the Corporate Debenture Beneficiary in one payment or several installments as determined by the Association in its sole discretion, over such period as the Association shall decide in its sole discretion, but in any event such period may not exceed ten years.
- 8 A student withdrawal notice must be completed in the specified form to the Association. If the correct period of notice for a Nominated Student’s withdrawal from the School is not given in the prescribed form to the Association, the Association or the School is entitled to charge a payment in lieu of notice equivalent to up to 2 months’ school fees (“Withdrawal Fee”). For more details please refer to the Association’s Financial Terms and Conditions for Non-Parent Payers.
- 9 The Association shall be entitled at any time to redeem this Corporate Debenture in full by paying the Net Nominal Value to the Corporate Debenture Beneficiary and granting to the Corporate Debenture Beneficiary in its place a new Corporate Debenture for a higher nominal value, subject to receipt of the appropriate payment from the Corporate Debenture Beneficiary.
- 10 The Association shall be entitled at any time to redeem this Corporate Debenture in part (whether in one payment or by several installments as determined by the Association in its sole discretion) up to its Nominal Value less one

dollar. Partial redemption shall not affect any of the rights and privileges conveyed by this Corporate Debenture to the Corporate Debenture Beneficiary.

- 11 The Association may at any time grant further and additional classes of debentures in its sole discretion.
- 12 If the Certificate shall have been lost, stolen, destroyed or defaced in whole or in part so as to be incapable of use, the Corporate Debenture Beneficiary may request the Association to issue a new Certificate in the name of the Corporate Debenture Beneficiary by giving an undertaking to the Association in a prescribed form.
- 13 In the event of the Corporate Debenture Beneficiary having no Nominated Student enrolled at the School eight calendar days before the beginning of the academic year, the Corporate Debenture Beneficiary shall be placed on the Association's waiting list pending enrollment.
- 14 A change of Nominated Student must be notified to the Association in the prescribed form and an administrative non-refundable fee (in such amount as determined by the Association's sole discretion from time to time) shall be charged by the Association upon such change of Nominated Student. An administrative fee (in such amount as determined by the Association's sole discretion from time to time) shall also be charged by the Association in such circumstances as the Association may from time to time decide.
- 15 In case any dispute shall arise as to the construction of the Corporate Debenture or these T&C or entitlement of the Corporate Debenture Beneficiary hereunder or anything of whatever nature arising hereunder or in connection herewith, such dispute shall be referred to the Association who shall decide the issue and whose decision shall be final and binding.
- 16 Any notice to be given hereunder may be given by delivering the same in writing or by posting the same by prepaid postage to the Association at its registered office or, as the case may be, to the Corporate Debenture Beneficiary at its address as shown in application form or address subsequently notified to the Association by the Corporate Debenture Beneficiary and in the case of service by prepaid postage, service shall be deemed to have been effected 2 business days after the time of posting.
- 17 This Corporate Debenture shall be governed by and construed in accordance with the laws of Hong Kong. Save for the Corporate Debenture Beneficiary, the Association and the School, no person has any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any these T&C.
- 18 The Corporate Debenture is subject to these terms and conditions, and all terms and conditions for the Corporate Debentures as set out in the Corporate Debenture application form, which are hereby incorporated by reference in their entirety. The rights and obligations of the Corporate Debenture Beneficiary may be amended, supplemented or modified by the Association if approved by the School and/or the Association. The Association shall have the right at any time without prior notice to amend the rules or conditions applicable to the grant of Corporate Debentures and the amount payable therefore but any such amendments will not derogate the rights or alter the obligations of the Corporate Debenture Beneficiary existing prior to such amendments.