

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on the JULY 15, 2025 ("Effective Date").

BETWEEN

UNIVERSITI TELEKOM SDN BHD (Company No. 199701021324 (436821-T)), a company duly incorporated under the laws of Malaysia and having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur (hereinafter referred to as "UTSB") of the one part;

AND

AMITY UNIVERSITY HARYANA (a private university established vide The Haryana Private Universities Act No. 10 of 2010), an educational institution incorporated under the laws of India whose registered office is at Amity Education Valley, Panchgaon (Manesar), Gurugram, 122413 (hereinafter referred to as "AUH") of the other part.

UTSB and AUH shall collectively be referred to as the "Parties" and individually as the "Party".

WHEREAS: -

- A. UTSB is the registered owner of Multimedia University ("MMU"), a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in various areas and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology. Reference to "UTSB" and "MMU" shall be used interchangeably, wherever appropriate.
- B. Ritmand Balved Education Foundation (RBEF) is the registered owner of AUH, a private university established under The Haryana Private Universities Act 10, 2010 and recognized by the University Grants Commission (UGC) Ministry of Education, Government of India. AUH offers undergraduate, postgraduate, and doctoral programs across various disciplines, providing world-class education, research, and training. The university possesses the expertise and capability to deliver academic excellence, industry-oriented training, research and development, consultancy services, and advancements in various fields of study. References to "Amity Education Group" and "AUH" shall be used interchangeably, wherever appropriate.
- C. The Parties wish to explore potential academic collaboration opportunities as further described in Paragraph 2 below.
- D. The Parties acknowledge that as a first step in understanding the opportunities available for the Project, the Parties wish to record their current basic understandings, principles and terms in this MoU.



NOW THEREFORE, the Parties agree to describe herein the mutual intent and understandings of the Parties in pursuit of the objectives for the Project, as follows: -

1. DURATION

This MoU shall become effective as of the Effective Date and shall continue in effect until:

- (a) a period of three (3) years from the Effective Date; or
- (b) such time when any Party exercise its right under Paragraph 7 (Withdrawal), namely upon the expiry of fourteen (14) working days from the date of the written notice to withdraw from this MoU,

whichever is earlier; save for those obligations expressed herein to survive the termination and/or expiration of this MoU.

2. INTENTION OF THE PARTIES

Parties intend to discuss and enter into an agreement to promote scholarly cooperation, mutual understanding and friendly relationships through the following:

- (i) Exchange of faculty members;
- (ii) Exchange of students and developing study programs;
- (iii) Joint supervision and co-direction of thesis and joint research;
- (iv) Exchange of academic information and development of syllabi;
- (v) Explore opportunities of study aboard and India immersion programmes;
- (vi) Training of and visits by faculty members;
- (vii) The development of common actions such as symposium, seminars, conferences, publications and team research.

3. NON-BINDING OBLIGATIONS

- 3.1. This MoU is not intended to, and does not, constitute a legally binding obligation or an agreement to enter into any financial or other arrangement or any agreement.
- 3.2. Notwithstanding the foregoing, it is expressly agreed that the terms and conditions set forth in Paragraphs 1 (Duration), 3 (Non-Binding Obligations), 4 (Obtaining Approvals and Licenses), 5 (Agreement Principles), 6 (Confidentiality), 7 (Withdrawal), 8 (Integrity Undertaking), and 10 (General Provisions) of this MoU shall constitute mutual obligations, duties, and/or agreements between the Parties. All other provisions of this MoU shall be considered non-binding for both Parties."
- 3.3. It is unconditionally and irrevocably agreed that the intention of the Parties is not to make a concluded bargain at all in respect of the subject matter in discussion under this MoU and the intended Definitive Agreement, unless and until Parties sign and execute the Definitive Agreement.

4. OBTAINING APPROVALS AND LICENSES

The implementation by the Parties of this MoU and the discussion and negotiation of the terms of the Definitive Agreement is contingent upon obtaining and the continuance of approvals, consents, authorizations, licenses and permits from the appropriate governments, statutory and regulatory authorities, as well as the internal corporate approvals, as may be required or deemed

to be necessary by the Parties and as may be satisfactory to them. The Parties shall use all reasonable efforts to obtain and to have continued in effect such approvals, consent, authorizations, licenses, permits and other requirements.

5. AGREEMENT PRINCIPLES

5.1. Without prejudice and subject always to Parties' right as set out under Paragraph 7 (Withdrawal), the objective of the Parties is to discuss and produce the Definitive Agreement containing such terms and conditions governing the intended Project which are mutually agreeable to the Parties.

5.2. Each Party will be responsible for its own expenses during the discussions in connection with this MoU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MoU shall be at the Parties' own risk.

6. CONFIDENTIALITY

6.1. The Parties agree to treat all information, documents and personal data (if any) provided under this MoU as confidential and to maintain the secrecy of the said information without divulging it to any unauthorized third party and not to use the said information for any other purposes as mentioned in this MoU.

6.2. If both Parties had executed any Non-Disclosure Agreement ("NDA") in relation to the purposes or intentions mentioned in this MoU, the said NDA will bind the confidentiality obligations of the Parties.

7. WITHDRAWAL

Notwithstanding the generality of the provisions stipulated in this MoU, any Party may withdraw from this MoU at any time by giving fourteen (14) working days' written notice to the other Party without assigning any reasons.

8. INTEGRITY UNDERTAKING

Each Party acknowledges and agrees on the importance of integrity, honesty and respect. This means avoiding practices of bribery and corruption of all forms in the Party's daily operations. In recognition thereof, each Party represents, warrants and undertakes with each other as at the Effective Date herein, it has not violated and thereafter it will not violate any applicable anti-bribery and anti-corruption laws in force in the jurisdiction where either Party is domiciled and/or operate ("Anti-Bribery Laws"). The Parties agree that the non-violating Party shall have the right to take the necessary action(s) permitted under the law or equity should it become aware of a breach of this representation, warranties and undertakings, or violation of the Anti-Bribery Laws by the other Party.

9. FURTHER UNDERTAKINGS

Without prejudice to Parties' right as set out under Paragraph 7 (Withdrawal), and subject always to Paragraphs 1 (Duration) and 7 (Withdrawal), each Party hereby covenants and undertakes to perform their respective obligations and to act at all times in good faith in implementing this MoU.

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10. GENERAL PROVISIONS

10.1 DISPUTE RESOLUTION

- 10.1.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties.

10.2. NOTICES

- 10.2.1 All communications under this MoU shall be given or made in writing, in English and may be delivered either by hand, email, ordinary mail, registered mail, air mail or facsimile to the other Party and shall be addressed to the other Party at its address specified herein and/or such other addresses as notified from time to time.

- 10.2.2 Any notice required to be given under this MoU shall be deemed to have been received: -

- (i) in the case of delivery in person – when delivered;
- (ii) in the case of service by registered post or air mail – within four (4) to six (6) working days; or
- (iii) if sent by facsimile or other electronic means of communication – within twenty-four (24) working hours subject to the proof of successful transmission.

For AUH:

Address: Registrar, Amity University Haryana
Amity Education Valley, Panchgaon (Manesar), Gurugram –
122413 (Haryana) India
Attention: Dr. Ravi Manuja – Registrar Amity University Haryana
Email Address: registrarauh@ggn.amity.edu

For UTSB:

Address: Vice President of Market Exploration, Engagement and
Touchpoint,
Level 2, Chancellery Building, Multimedia University, Cyberjaya
Campus, Persiaran Multimedia, 63100 Cyberjaya, Selangor,
Malaysia
Attention: Prof. Ir. Dr. Zulfadzli Yusoff - Vice President of Market
Exploration, Engagement and Touchpoint
Email Address: Zulfadzli.yusoff@mmu.edu.my

10.3. INTELLECTUAL PROPERTY RIGHTS

All existing intellectual property rights of any Party, including any development, adaptation, modification or derivative rights shall belong and remain with such Party. Nothing in this MoU is intended to transfer or assign or grant any intellectual property rights to each other.

10.4. AMENDMENTS AND VARIATIONS

Wherever it becomes necessary, this MoU may be varied or amended by mutual agreement in writing by the Parties and such variations or amendments shall be part of this MoU.



10.5. RELATIONSHIP

Nothing contained in this MoU shall be construed to imply a partnership, joint venture, principal/agent or an employer/employee relationship between the Parties and neither Party shall have any right, power or authority to create any obligation, express or implied on behalf of the other.

10.7. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with the exercise of their rights or their performance under this MoU.

10.8. LANGUAGE

Should this MoU be translated into any language other than English, the English version shall prevail on any question of interpretation, conflict between the translated MoU and/or otherwise.

10.9. COUNTERPARTS

This MoU may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Party and delivered to the other Party; it being understood that all Parties need not sign the same counterparts.

10.10. E-SIGNATURE

Each Party agrees that this MoU may be electronically signed, and that any electronic signatures appearing on this MoU are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(The remainder of this page is intentionally left blank)

A handwritten signature in black ink, consisting of a stylized 'P' followed by a series of loops and a long horizontal stroke at the end.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be duly executed on the day and year first above mentioned.

SIGNED by
for and on behalf of
UNIVERSITI TELEKOM SDN. BHD.
(Registered owner of MULTIMEDIA
UNIVERSITY)

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PROF. DATO' DR. MAZLIHAM MOHD SU'UD
Chief Executive Officer/President of Multimedia
University

in the presence of: -

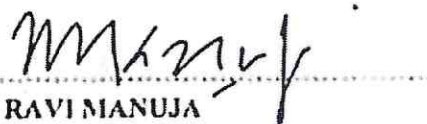


PROF. IR. DR. ZULFADZLI YUSOFF
Vice President of Market Exploration,
Engagement and Touchpoint

SIGNED by
for and on behalf of
AMITY UNIVERSITY HARYANA



in the presence of: -



DR. RAVI MANUJA
Registrar
Amity University Haryana

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PROF. (DR.) VIKAS MADHUKAR
Pro-Vice Chancellor Amity University Haryana

Prof (Dr) Vikas Madhukar
Pro Vice Chancellor
Amity University Haryana
Manesar (Gurugram)-122413