EXCHANGE AGREEMENT

BETWEEN

UNIVERSITI TELEKOM SDN. BHD.
(Company No. 199701021324 (436821-T))
(Registered owner of **Multimedia University**)

AND

UNIVERSITAS NEGERI ISLAM (UIN)
SUNAN KALIJAGA YOGYAKARTA

THIS EXCHANGE AGREEMENT is made on the 10 February 2026

BETWEEN

UNIVERSITI TELEKOM SDN. BHD. (Company No. 199701021324 (435821-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

UNIVERSITAS ISLAM NEGERI SUNAN KALIJAGA YOGYAKARTA, an educational institution incorporated under the laws of INDONESIA, whose registered office is at Jl. Marsda Adisucipto No. 1 Yogyakarta 55281 (hereinafter referred to as "UIN SUKA" of the other part.

UTSB and UIN SUKA 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. UIN SUKA is a public Islamic university under the Ministry of Religious Affairs of the Republic of Indonesia. The university offers comprehensive higher education across various disciplines through its faculties, including Science and Technology, Social Sciences and Humanities, Islamic Studies, Economics and Business, and Education. UIN Suka has the institutional capacity and expertise to deliver academic programs, conduct research and development, carry out community engagement, and provide professional training and consultancy services.

C. The Parties agree to promote international cultural exchange between Malaysia and Indonesia by implementing an exchange program in accordance with the terms and conditions as set forth below.

NOW IT IS HEREBY AGREED by the **PARTIES** as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall have the meanings ascribed to them below except where the context otherwise requires:

(a) **"Affiliates"** mean in relation to each Party, any other person directly or indirectly controlled by or controlled by or controlling, or under indirect common control, with such specified person;

(b) **"Agreement"** means this Exchange Agreement including its annexes and any other modification, variation, amendment or addition that the Parties may agree in writing from time to time;

(c) **"Applicable Laws"** means with respect to a person, any laws, regulations, rules, measures, guidelines, treaties, judgments, determination, orders or notices of any Governmental Authority or stock exchange that is applicable to such person;

(d) **"Approving Authority"** means the approving authority of each Party. For the purpose of this Agreement, MMU's Approving Authority shall be Dr. Sy. Nurleyana Wafa Binti Sy. Naguib Wafa, Director of International Collaboration and Engagement (ICE) and UIN SUKA's Approving Authority shall be <u>Dr. Witriani, M.Hum.</u> Director of CDCIA (Center for Developing Cooperation and International Affairs)

(e) **"Business Day"** means any day other than a Saturday or Sunday or public holiday in Malaysia or Indonesia;

(f) **"Confidential Information"** means all information, which is not of a trivial nature, however obtained by a Party (the "Receiving Party") and whether obtained before or after the date of this Agreement and however conveyed or stored which:

(i) is of a commercially sensitive nature;

(ii) is confidential and which is used in or otherwise relates to the business, customers, suppliers, financial, technical or other affairs of the other Party or any member of the other Party's group;

(iii) has been supplied to either Party in confidence;

(iv) in relation to which any member of either Party's group is bound by an obligation of confidence to a third party;

(v) is contained in this Agreement; or has been provided by another party, and which the Receiving Party, acting reasonably, ought to consider confidential because of the prejudice that might result to the party to whom the information relates if it were disclosed, which may (without limitation) include information which:

(aa) is marked as confidential;
(bb) is otherwise identified as being confidential; and
(cc) relates to the other Party's group and its business and assets;

(g) **"Effective Date"** means the execution date of this Agreement;

(h) **"Execution Date"** means the date of this Agreement;

(i) **"Governmental Authority"** means any government or any department, bureau, commission, court, official, political subdivision, tribunal or other instrumentality of any government, whether national, provincial or local, domestic or foreign;

(j) **"Home University"** means the university where the Exchange Student intend to graduate or from which the exchange is made;

(k) **"Host University"** means the university which has agreed to accept the Exchange Student and/or the Exchange Employee from the Home University;

(l) **"Exchange Employee"** means the Employees of the Home University exchanged to the Host University pursuant to the provisions of this Agreement, which include the initial assignees and any additional Employees, which are mutually agreed by the Parties. For the purpose of this Agreement, **"employee"** means any person employed by a Party (including Teacher). **"Teacher"** refers to a person employed by the Home University to be a teacher and include senior professor, professor, associate professor, assistant professors, principal lecturer, senior lecturer, assistance lecturer and tutor;

(m) **"Exchange Student"** means the Home University's student studying at the Host University pursuant to the provisions of this Agreement. For the purpose of this Agreement, **"student"** refers to the registered student (other than a student at an institution allied to the Home University, distance learning, off-campus, exchange and non-graduating student) who is following a course of study, instruction, training or research of any description at preparatory programme, (undergraduate programme (all post-secondary academic programme up to the level of a bachelor's degree) and postgraduate programme (other than undergraduate programme and up to the level of a post-doctoral level) on a full time or part time basis in, by or from the Home University;

(n) **"Intellectual Property"** or **"Intellectual Property Rights"** means the rights in and to trade secrets, trademarks, service mark, trade name, business name, products, copyright, confidential information, patents, industrial designs, database, processes, know-how as well as moral rights and similar rights of any type under laws of any governmental authority, domestic or foreign, or such similar rights in any country of the world which are owned by the Parties in relation to this Agreement;

(o) **"Personal Data"** means personal data (having the meaning ascribed under the Malaysian Personal Data Protection Act 2010) relating to individuals.

1.2 In this Agreement except to the extent that the context otherwise requires:

(a) reference to any legislation or to any provisions of any legislation shall include any statutory modification or re-enactment of, or any legislative provision substituted for such legislation and statutory instruments issued under such legislation or provisions;

(b) (unless the context otherwise requires) the singular shall include the plural, and vice versa;

(c) headings are for convenience only and shall not affect the interpretation hereof;

(d) a clause or appendix, unless the context otherwise requires, is a reference to a clause of, or a appendix to, this Agreement;

(e) a paragraph, unless the context otherwise requires, is a reference to a paragraph of a schedule to this Agreement;

(f) references to any document or agreement shall be deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) references to any Party to this Agreement or any other document or agreement shall include its successors or permitted assigns;

(h) The *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;

(p) any Malaysian legal term for any action, remedy, method of judicial proceeding legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than Malaysia be deemed to include what most nearly approximates in that jurisdiction to the Malaysian legal term and a reference to any Malaysian statute shall be construed so as to include equivalent or analogous laws of any other jurisdiction.

2. OBJECTIVES OF THIS AGREEMENT

2.1 In recognition of the relationship between the Parties and the Parties' mutual wish for continued collaboration, the Parties now agree to enter into this Agreement in accordance to the terms and subject to the conditions herein stated for the following purposes:

(a) to enhance the cooperation between the Parties; and

(b) to develop academic and cultural interchanges, scientific researches, and other activities including each institution's teaching, learning and internationalization objectives.

2.2 In achieving the objectives of this Agreement, the Parties shall work on the basis of reciprocity within the parameters of their respective Applicable Laws, constitution, regulations and/or policies.

2.3 Based upon the principles of respect for each other's independence and of mutual benefit, the Parties shall carry out the following activities:

(a) Exchange of Students ("Student Exchange Programme");

(b) Exchange of Employees ("Employee Exchange Programme");

(c) any other forms of cooperation that shall be mutually identified and agreed by the Parties from time to time.

3. DURATION

3.1 Notwithstanding the Execution Date, this Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of three (3) years ("Initial Period") unless otherwise earlier terminated in accordance to the terms and conditions of this Agreement.

3.2 The Initial Period may be extended for a further period upon terms and subject to the conditions to be agreed by the Parties, which such intention must communicated to each other not less than thirty (30) days prior to the expiry of the Initial Period.

3.3 Notwithstanding the expiration of the term hereof or early termination of this Agreement as provided herein, both Parties shall continue to perform their respective responsibilities specified in this Agreement until such Exchange Student and/or Exchange Employee complete their exchange period and the obligations of the Parties in Clause 9 shall survive and remain binding on the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 All activities under this Agreement must be approved by the Approving Authority of each Parties before it could commence effectively.

4.2 Further details of the specific conditions other than hereby described shall be determined by the Parties through ad-hoc mutual consultation.

4.3 The Parties agree to provide on "as needed" basis, orientation of the Exchange Employee and Exchange Student in respect of language, culture, customs and other life skills which may be necessary for the Exchange Employee and Exchange Student to obtain the maximum benefit from the exchange experience.

4.4 The Exchange Employee and Exchange Student shall be subject to the national laws of the Host University, in whatever form, governing the affairs of the Host University.

5. STUDENT EXCHANGE PROGRAMME

5.1 *Review Criteria*

The Parties shall ensure that the Exchange Student meets the appropriate admission requirements as determined and agreed upon by the Parties.

5.2 *Fields of Study, Number of Exchange Students and Duration of Exchange*

(a) The Home University may send Exchange Student to the Host University in appropriate fields of study.

(b) Each Party shall ensure that the Exchange Student have the adequate language proficiency to study at the Host University including the language used in the field of study.

(c) Subject to Clause 4.1, during each year of the Initial Period, the Home University shall nominate five (5) Exchange Student, to be determined by the Home University, per semester of the academic year to be enrolled at the Host University for one (1) semester. It is mutually agreed that the Home University shall notify the Host University of the intended exchange at least three (3) months in advance.

(d) The duration of the Student Exchange Programme is to be approved by the Parties dependent on the courses offered and has a minimum duration of study of at least one (1) semester of the academic year.

(e) The Exchange Student from the Home University may extend his study for one (1) more semester of the academic year at the Host University subject to prior approval of the Parties.

(f) For the purpose of balancing the number of Exchange Student, where there are unequal numbers of Exchange Student at the Host University during any one academic year, the number of Exchange Student at the Host University shall be adjusted to achieve overall parity in the following year.

(g) In the event of the termination of this Agreement, the Parties will attempt to adjust any imbalance of numbers before the end of the termination period, by having the Party that has sent the greater number of Exchange Student to provide sufficient exchange placements in the remaining semester, to remedy as much as is practicable, the imbalance in the numbers of Exchange Student.

5.3 ***Application, Registration and Academic Requirements***

(a) The Exchange Student will be permitted to enroll in courses at the Host University for which they are qualified and may receive credits towards their study in the Host University in accordance with the Host University's Applicable Laws, constitution, regulations and/or policies. Notwithstanding anything to the contrary in this Agreement, the Host University shall has the sole and exclusive right to make the final decision on the enrollment and admission.

(b) The Parties agree to provide each other with necessary information on any participating student for the purpose of assessing the eligibility for enrolment and admission of such participating student.

5.4 ***Fees and Expenses***

(a) Unless agreed otherwise by the Parties in writing, the Exchange Student is not required to pay any tuition fees and other related fees to the Host University except for optional students' activities.

(b) The Exchange Student shall be responsible for other costs and expenses under the Student Exchange Programme, including but not limited to, traveling expenses, cost of accommodation, living expenses, travel expenses in the Host University's country, books, equipment, consumables and other incidental expenses.

(c) The Parties shall ensure that the Exchange Student have the necessary personal funding resources to meet their financial obligations.

(d) The Host University shall assist the Exchange Student in finding appropriate accommodation, but in no event is the Host University obligated to provide accommodation for the Exchange Student.

(e) The Exchange Student shall be responsible to obtain a visa and related travel documents necessary to commence his study at the Host University.

(f) The Parties acknowledge and agree that no exchange of funds shall occur between the Parties.

5.5 ***Health and Personal Liability Insurance***

The Exchange Student shall be required to purchase adequate health, travel and personal liability insurance as required by the Host University. The Exchange Student shall present these documents and their translations in English (if the original language of the documents is other than English language) to the Host University before departure from the Home University's country and such insurances must sufficiently cover the period of exchange.

5.6 ***Grading and Assessment***

(a) The Host University shall assess the Exchange Students' academic achievements within its rules and regulations and provide official transcripts to the Exchange Student and their Home University.

(b) A formal report regarding the performance of the Exchange Student shall be sent at the end of the academic term to the Home University.

(c) The Parties shall recognise the credits attained by the Exchange Student as detailed in the transcript under the established rules and regulations of each Party.

6. EMPLOYEES EXCHANGE PROGRAMME

6.1 The Parties shall consult on a regular basis, the possibility of the implementation of the Employee Exchange Programme in areas of teaching, research or administration. The period of exchange shall not exceed a year.

6.2 The Parties shall ensure that any potential exchange employee meets the appropriate work requirements as determined and agreed upon by the Parties and any intended exchange must be notified by the Home University to the Host University at least three (3) months in advance.

6.3 Under the Employee Exchange Programme, the Home University shall provide an agreed number of Exchange Employee to the Host University. The terms and conditions of service of the Home University shall apply to the Exchange Employee and remain the same throughout the exchange period.

6.4 Under the Employee Exchange Program, the Parties agree that no Exchange Employee shall retain the authority to negotiate or enter into contracts on behalf of the Home University during the term of this Agreement nor shall the Exchange Employee be entitled to work for or on behalf of the Home University or be deemed to be a servant or employee of the Host University.

6.5 The Employee Exchange Programme for academic employees (including Teachers) may be in two (2) forms:

(a) Short term visits of two (2) to four (4) weeks, for the purpose of curriculum consultation, giving lectures to the Host University's students and academics/ employees (including Teachers) and academic professional development. The frequency of these visits will be determined by the Parties subject to availability of funds.

(b) Long term visits of one (1) term or one (1) academic year or longer may be considered if a mutually acceptable academic and financial consideration can be established by the Parties.

6.6 Other than the category of employees specified in Clause 6.5, the duration of the Employee Exchange Programme shall be limited to a period of ninety (90) Business Days but subject to the duration of the approved visa and work permits.

6.7 Notwithstanding Clauses 6.5 and 6.6 above, the Home University shall have the right to withdraw any Exchange Employee during the exchange period without providing any replacement to the Host University provided that prior written notice has been given to the Host University.

6.8 The Exchange Employee shall be required to purchase adequate health, travel and personal liability insurance as required by the Host University. The Exchange Employee shall present these documents and their translations in English (if the original language of the documents is other than English language) to the Host University before departure from the Home University's country and such insurances must sufficiently cover the period of exchange.

6.9 The Home University shall:

(a) give notice to the Host University of any changes in the status of the Exchange Employee on account of termination, retirement or other employment changes affecting the said Exchange Employee from time to time.

(b) have authority to discipline or terminate the employment of the Exchange Employee provided always that in the event that the Host University makes a complaint to the Home University in relation to the misconduct or any alleged act, omission and/or negligence of an Exchange Employee which warrants a disciplinary action, the Home University shall take the appropriate action against the Exchange Employee.

6.10 The Host University shall:

(a) develop its own internal guidelines to facilitate the Employee Exchange Programme and such guidelines shall be consistent with the terms of this Agreement;

(b) have no authority to administer any disciplinary action with respect to any Exchange Employee. In the event the Host University found that the Exchange Employee is engaging or have engaged in a misconduct or any alleged act, omission and/or negligence which warrants a disciplinary action, the Host University shall inform the Home University and provide all necessary information and assistance to the Home University;

(c) have the right to manage the operation and deliverables of the Exchange Employee where required in order to ensure the Exchange Employee meets the objectives of this Agreement.

6.11 The Home University shall pay the salary and other benefits payable by the Home University to the Exchange Employee. If the Exchange Employee does not come to an equal exchange of services and efforts, a separate financial agreement will be entered into by the Parties.

6.12 Where an exchange is effected, all the travelling and living expenses shall be the responsibility of the Exchange Employee.

6.13 The Host University may assist the Exchange Employee in finding appropriate accommodation, but in no event is the Host University obligated to provide accommodation for any Exchange Employee.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party warrants and represents to the other Party that:

(a) it has full legal right, authority and power to enter into and bind itself by this Agreement and to exercise its rights and perform its obligations hereunder and all appropriate and necessary action has been taken to authorize the exercise and performance of its rights and obligations hereunder;

(b) it has not contravened and will not contravene any laws or its memorandum and articles of association or any term of any agreement or arrangement to which it is a party by entering into and performing its obligations under this Agreement; and

(c) it has not contravened and will not contravene any of the confidentiality provisions in Clause 9 as a result of the performance of its obligations under this Agreement, and the execution, delivery and performance of this Agreement by each of the Party does not violate, conflict with or constitute a breach of, the organizational documents or any order, decree or judgment of any court, tribunal or governmental authority binding on the respective Party.

7.2 Each Party acknowledges and represents that it has neither relied on, nor been induced to enter into this Agreement by a representation, warranty or undertaking (whether contractual or otherwise) given by any other party other than the representations and warranties, or otherwise as expressly set out in this Agreement.

7.3 Nothing in this clause shall have the effect of restricting or limiting any liability arising as a result of any fraud, wilful misrepresentation or wilful concealment.

7.4 If at any time after the execution of the Agreement, it should transpire that any of the warranties or representations in this clause is or has become untrue or incorrect and is or has been breached (without prejudice to any other right which the non-defaulting party may have), the non-defaulting party shall be entitled to claim damages for any losses, damages, costs and expenses incurred and the defaulting party shall indemnify the non-defaulting party against all claims, losses, damages and costs suffered incurred or sustained by the non-defaulting party in consequence of or in relation to any breach of the warranties or representations in this clause.

8. BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT

8.1 Each Party hereby represents, warrants and undertakes that it shall comply, and shall procure that its directors, employees, or a person who performs services on behalf of the organization in connection to this Agreement shall comply with the following:

(a) comply with all applicable laws in Malaysia and, to the extent that it is relevant, any other jurisdiction in respect of bribery, corruption and/or fraudulent acts in the course of performing and/or carrying out its obligations under and/or in connection with this Agreement;

(b) put in place and implement its own anti-bribery and anti-corruption policies and procedures including adequate measures, controls and accurate records of transactions so as to ensure compliance which such applicable laws; and

(c) comply with each Party's anti-corruption policy and procedures and/or any other relevant anti-corruption policy and procedures as may be amended from time to time in the course of performing and/or carrying out its obligations under and/or in connection with this Agreement.

8.2 Notwithstanding any provision of this Agreement, either Party shall have the right to terminate this Agreement with immediate effect by written notice to the other Party if:

(a) any representation or warranty or undertaking in Clause 8.1 above by the other Party is found and/or is known to be untrue or misleading.

(b) the other Party, its directors, employees, or a person who performs services on behalf of the organization in connection to this Agreement breach of any of the terms set out in this clause; and/or

(c) the other Party, its directors, employees, or person who performs services on behalf of the Party in connection with this Agreement is found to have committed bribery, corruption and/or fraudulent acts prohibited under the applicable laws in Malaysia and, if applicable, any other jurisdiction in the course of performing and/or carrying out its obligations under and/or in connection with this Agreement;

and, the defaulting Party shall be liable for losses, damages, costs and expenses incurred by the other Party as a result of such breach under this clause and/or termination of this Agreement ("Losses"). The defaulting Party shall indemnify and render the other Party harmless from such Losses and to the extent such Losses are actual damages.

9. CONFIDENTIALITY

9.1 Each of the Parties undertakes to the other that it shall:

(a) not use or disclose to any person Confidential Information it has or acquires;

(b) make every effort to prevent the use or disclosure of Confidential Information; and

(c) procure that each of its group of companies complies with clauses 9.1 (a) and (b).

9.2 Save and except for Personal Data, clause 9.1 does not apply to disclosure of Confidential Information:

(a) to the extent that it is required to be disclosed by applicable laws, by any rule of a listing authority or stock exchange on which any Party's shares are listed or traded, or by any governmental authority with relevant powers to which any Party is subject or submits, provided that the disclosure shall so far as is practicable be made after consultation with the other Party and after taking into account the other Party's reasonable requirements as to its timing, content and manner of making or dispatch;

(b) to any adviser for the purpose of advising a Party in connection with the transactions contemplated by this Agreement provided that such disclosure is essential for these purposes and that such Party procures that such adviser complies with clause 9.1; to the extent required to vest the full benefit of this Agreement in any Party.

(c) to the extent that the disclosing Party has given prior written consent to such disclosure.

9.3 The Parties acknowledge that the Confidential Information is a valuable, special, and unique asset belonging to the party disclosing such Confidential Information. The Party receiving such Confidential Information agrees that it shall limit its use of Confidential Information solely for the purpose of this Agreement. Receiving Party shall not use any of the Confidential Information, directly or indirectly, for its own benefit, except as expressly set forth herein.

9.4 All the Confidential Information of the disclosing Party and all notes, analyses, compilations, studies, specifications, drawings or other documents produced, developed or compiled by the receiving Party from the Confidential Information are acknowledged by the receiving Party to be the property of the disclosing Party and the disclosure of the Confidential Information shall not be deemed to confer any right, title or interest in such Confidential Information to the receiving Party.

9.5 The Parties agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care each Party applies to its own Confidential Information and that the Confidential Information shall be stored and handled in such a way to prevent unauthorized disclosure.

9.6 The disclosing Party may request in writing at any time that the Confidential Information, embodying or pertaining to the Confidential Information and any copies of that information be returned to the disclosing Party with a written statement to the effect that upon such return it has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information and the receiving Party shall comply with any such request within fourteen (14) Business Days of receipt of such request except for that portion of the Confidential Information which consists of derivative which will be destroyed and in the case of information stored in electronic form, it will be erased.

9.7 The receiving Party acknowledges that the receiving Party is aware and fully understands that in the event of any breach of this clause by the receiving Party, the disclosing Party could suffer substantial loss and damage which monetary damages cannot be an adequate remedy. In such event, the receiving Party acknowledges that the disclosing Party shall be entitled to any remedies available at law and/or in equity.

10. PERSONAL DATA PROTECTION

The Parties shall perform its obligations under this Agreement in compliance with all Applicable Laws on privacy and data protection laws (in its jurisdiction) relating to collection, storage, use, processing or possession of Personal Data.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 This Agreement does not otherwise provide either Party with any license or right to Intellectual Property Rights of the other Party.

11.2 Except as otherwise expressly agreed in writing, all Intellectual Property Rights owned by any Party prior to the execution of this Agreement or developed independently by the Party in connection with this Agreement, shall be vested solely in that Party. Neither Party shall gain by virtue of this Agreement any rights of ownership or license to the copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other Party. The Intellectual Property Rights vest on the owner shall restrict the other to use such rights for other than the intended purpose stipulated herein, if any.

11.3 Each Party shall, in the performance of this Agreement, indemnify and keep the other Party indemnified from and against any losses, damages, cost and expenses, including legal fees, which may be incurred or suffered by the assertion of any Intellectual Property Rights by third parties and/or in any claim or action instituted for or arising from any infringement of any Intellectual Property Rights.

11.4 Use of Logos and Names

(a) Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property ("Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

(b) Any use of the Brand Materials for the purposes stated herein shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party's Brand Materials. Any Intellectual Property in the logos or names remains the property of the respective party.

(c) Each Party warrants that it shall not, by action or omission, jeopardize the rights of the other Party, or the validity or subsistence of such rights, in the name and logo of the other Party.

(d) Each Party shall promptly notify the other Party of any infringement by any person or entity of the other Party's intellectual property rights in its name and logo which comes to its attention.

12. TERMINATION

12.1 Termination by either Party

(a) Either Party may terminate this Agreement, by giving the other Party six (6) months' notice in writing, without providing any reason whatsoever, but the termination shall subject to the interest and/or completion of courses for the existing Exchange Student.

(b) The Parties shall at all times act in good faith in the resolution of any dispute, controversy or claim arising under this Agreement. Prior to terminating this Agreement pursuant to the clauses hereunder, the Parties agree that they shall discuss and negotiate in good faith all possible and reasonable means to resolve the issues leading up to a termination event and attempt to resolve such issues expeditiously.

12.2 Termination with cause

Subject to Clause 12.1 and the Applicable Laws, the Party not in default for the following, may at any time by notice in writing to the other Party immediately terminate this Agreement if any of the event below occurs:

(a) either Party fails to materially observe or perform any of its material obligations under this Agreement and in the case of a failure which is capable of being remedied, such failure is not remedied within twenty-one (21) Business Days after a written notice to the defaulting party informing of the failure is received by the defaulting party; or

(b) steps are taken for the winding up of either Party (unless the winding-up is for the purposes of and followed by a reconstruction) and the winding-up proceedings are unsuccessfully opposed or a winding up petition has been served on the other Party or a Party commence negotiation with any creditor or any event occurs related to a potential or actual insolvency situation; or

(c) there is a change of control of the other Party where control means ability to direct the affairs of the Party whether by virtue of statute, law, contract or otherwise; or

(d) required by law, unlawful or in breach of Applicable Laws or any regulations for any Party to perform any of the obligations under this Agreement or either Party fails to duly and punctually comply with the Applicable Laws; or

(e) the other Party ceases or threaten to cease its operation due to any reasons or if the license granted to the other Party by the relevant authorities in its jurisdiction has been revoked or it loses its accreditation in providing the courses hereunder; or

(f) the other Party engages in behaviour or activities which (either direct or potential) causes damage to the reputation or goodwill of the other Party.

12.3 Termination due to national interest

Notwithstanding any provisions of this Agreement, MMU may terminate this Agreement by giving not less than twenty-one (21) Business Days if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of MMU's policy or public policy. For the purposes of this clause, what constitutes "national interest", "interest of national security" and "public policy" shall be solely made and determined by the Governmental Authority and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever except on grounds of mala fide.

12.4 Consequences of Termination

(a) Expiry or termination of this Agreement shall not release the Parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either Party in respect of any act or omission prior to such expiry or termination; or affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

(b) There will be no new Exchange Student accepted for the Student Exchange Programme according to terms of this Agreement.

(c) The provisions under this Agreement which expressly or by implication are intended to come into or remain in force and effect on or after the termination or expiry of the Agreement shall remain in full force and effect.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

This Agreement and all non-contractual or other matters or obligations arising out of or in connection with it, are governed by and construed in all respects in accordance with the laws of Malaysia.

13.2 Dispute Resolution

(a) The Parties shall attempt, in good faith, to resolve any dispute relating to or arising out of this Agreement within ninety (90) days, save where expressly agreed otherwise, promptly by negotiation between personnel who have the authority to settle the dispute and who are at a higher level of management than those involved directly in the dispute. All disputes or differences which may arise between the Parties hereto in respect of this Agreement shall be settled amicably through mutual consultation.

(b) If the dispute remains unresolved notwithstanding clause 13.2 (a) above, such dispute shall be referred to the court of law and the Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia in all matters connected with this Agreement.

14. STAMP DUTY, COSTS AND TAXES

14.1 Any stamp duty payable in respect of and/or in connection with this Agreement shall be borne and paid by both Parties on equal basis.

14.2 Each Party shall bear their own solicitors' or any other consultancy fees, costs and expense in relation to the preparation, negotiation, finalisation, signing and execution of this Agreement.

14.3 Each Party shall be responsible for its own tax liabilities arising, if any under this Agreement.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the Parties with respect to the subject matter hereof.

16. WAIVER

Any forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of this Agreement shall not prejudice or affect the rights and remedies of either Party hereunder, nor shall any waiver or variation of any of the terms and conditions of this Agreement shall be valid or have any effect unless the same be made in writing and signed by both parties hereto.

17. NON-ASSIGNMENT

Either Party shall not, under any circumstances whatsoever, arrange for another person or body corporate and or firm to perform any part of its obligations or to discharge all any part thereof without the prior written consent of the other Party, which shall consent shall not unreasonably withheld. Notwithstanding the aforementioned, UTSB may assign or novate this Agreement or any part thereof at any time to any of its Affiliates by giving fourteen (14) days' written notice to UNISUKA.

18. SEVERABILITY

Should any term, part or provision of this Agreement be declared by any court to be in conflict with the Applicable Law and therefore unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby. In such event the offending term, part or provision shall be deemed not to be part of this Agreement and any resulting necessary consequential amendment shall be deemed to be incorporated in this Agreement.

19. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties and nothing in this Agreement be construed to constitute any of the Parties hereto as agent of the other Party.

20. AMENDMENTS

No modification, variation, amendment or waiver of any of the provisions of this Agreement shall be effective unless made by mutual consent and made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties.

21. NOTICES

21.1 All communications hereunder shall be given or made in writing and may be delivered either by hand or email or ordinary mail or registered mail or by facsimile to the other Party and shall be addressed to the other Party at its address specified herein and/or such other addresses as one Party from time to time, may have designated by notice to the other Party hereto, and unless otherwise specified herein, shall be deemed to be duly given or made when in case of a notice by hand, on the date of delivery, in case of a notice by ordinary or registered mail, three (3) Business Days after being duly delivered or posted, in case of a notice by facsimile, when dispatched and the transmission acknowledgement is duly and automatically received by the sender of the facsimile transmission, or in case of a notice by email, after receipt of the acknowledged receipt of the email.

(a) For UTSB/MMU:

Address: Level 2, Chancellery Building, Multimedia University, Cyberjaya Campus, Persiaran Multimedia, 63100 Cyberjaya, Selangor Darul Ehsan, Malaysia

Tel: +6 03-83125256

Email: lau.siong.hoe@mmu.edu.my

Marked for the attention of: Prof. Dr. Lau Siong Hoe - Vice President of Market Exploration, Engagement and Touchpoint

(ii) For UIN SUKA:

Address: UIN Sunan Kalijaga Yogyakarta, Jl. Marsda Adisucipto No. 1 Yogyakarta 55281

Fax (if any): +62 274 586117

Tel: +62 274 589621

Email: abdur.rozaki@uin-suka.ac.id

Marked for the attention of: Prof. Dr. Abdur Rozaki, M.Si - Vice President of Students dan Cooperation Affairs, UIN Sunan Kalijaga Yogyakarta

22. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event will either Party be liable to the other for any damages whatsoever in connection with the performance of this Agreement, including any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for loss of goodwill, loss of profits, loss of business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other terms of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of such damages in advance.

23. INDEMNITY

Each Party hereby agrees to indemnify and hold the other Party harmless from any and against all claims, demands, causes of action, proceedings, fines, penalties, damages (whether personal or property) or liabilities of any kind including death, injury, illness (collectively "**Liability**"), to the extent those Liability are actual liabilities proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the Parties as of the Execution Date hereof, and are determined by a final, non-appealable judgement or order to have resulted from the defaulting party's gross negligence or wilful misconduct in the performance of its obligations under this Agreement.

24. DATA SECURITY AND ENVIRONMENTAL, SOCIAL AND GOVERNANCE

Each Party:

(a) understands the need to follow and implement standard information security protocols pertaining to the security of data information as well as confidential data and information appropriate for its industry. If a Party is not already following and implementing such industry standards, the Party shall establish cyber security safeguards appropriate for this Exchange Agreement under industry standards and comply with any applicable laws, rules, regulations of the jurisdiction where this Exchange Agreement is being performed.

(b) shall use commercially reasonable efforts to comply with applicable environmental, social and governance ("ESG") laws and regulations and shall foresee any known or expected future changes in the requirements and take all reasonable actions to ensure compliance. Each Party agrees to respond diligently to requests of information on ESG matters received from each other. In case any ESG incident occurs, each Party undertake to each other that such Party shall proactively inform the other as soon as practicable.

25. COUNTERPARTS

This Agreement 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 Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

26. ELECTRONIC EXECUTION

The Parties hereby consent to electronic signatures being equal to signatures inked on paper. This signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Malaysian Digital Signature Act 1997, Electronic Commerce Act 2006, or any other applicable law in the relevant jurisdiction. The delivery of a copy of this Agreement bearing an original or electronic signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means would still be regarded as a document signed and inked on paper.

27. FORCE MAJEURE

27.1 Any failure or omission by any Party to carry out or observe any of the terms or conditions of this Agreement shall not give rise to any claim by the relevant Party or be deemed to be a breach of this Agreement if such failure or omission arises from any cause beyond the reasonable control of either Party, as the case may be, including, but not limited to any cause arising from natural disaster, rebellion, civil commotion, war, military operation, Acts of God, power failure, declaration of a state of emergency by the government, industrial action, criminal damage to or destruction of equipment, disruption to any network service caused by any software virus, the inability of any equipment to operate optimally due to any unauthorised action such as spamming, sabotage, fire, lightning, explosion, flood, heavy and inclement weather, acts or deeds of any person or group not commissioned by either Party other causes of its kind or otherwise beyond the control or power of either Party, pandemics or epidemics, or directions, orders or requirements of the relevant authorities for the purposes of taking protective measures, or treatment or prevention of an infectious disease such as COVID-19 or any other diseases.

27.2 If the force majeure in question prevails for a continuous period in excess of twelve (12) weeks, the Parties hereto shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon alternative arrangements if mutually agreed upon between the Parties.

28. GENERAL

28.1 A Party's rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by the Applicable Laws.

28.2 The provisions of this Agreement shall be binding upon the Parties' respective legal personal representatives, successors and permitted assigns.

28.3 Except where expressly provided otherwise in this Agreement, a person who is not a party to this Agreement has no right to enforce any term of this Agreement. Where, pursuant to the terms of this Agreement, a third party has been expressly granted rights, the consent of such third party shall not be required for the variation of this Agreement or the waiver of any provision in it.

28.4 No Party herein nor its employees, agents, and representatives shall make any public announcement or issue any press statement concerning any aspect of this Agreement without the prior written approval of the other Party.

28.5 The provisions of this Agreement which are capable of having effect after the expiration or termination of the Agreement shall remain in full force and effect following the expiration or termination of this Agreement.

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

28.7 Time wherever mentioned in this Agreement shall be of the essence of this Agreement.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF the Parties hereto have unto executed this Agreement the day and year first above written.

SIGNED by

for and on behalf of the
UNIVERSITI TELEKOM SDN. BHD.
(as the registered owner of
MULTIMEDIA UNIVERSITY)

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

in the presence of:-

PROF. DR. LAU SIONG HOE
Vice President of Market Exploration, Engagement And Touchpoint

SIGNED by

for and on behalf of the
UIN SUNAN KALIJAGA YOGYAKARTA

PROF. NOORHAIDI, M.A., M.Phil., Ph.D
Rector/President of UIN Sunan Kalijaga Yogyakarta

in the presence of:-

PROF. DR. ABDUR ROZAKI, M.Si
Vice President of Students dan Cooperation Affairs