



## CORPORATE NOMINATION RIGHTS APPLICATION FORM A

The Corporate Nomination Rights is a means for a company incorporated in Hong Kong under the Companies Ordinance (Cap. 32) to gain a "fast track" entry to Discovery College for one Eligible Child (the "Nominee") of one of its directors or employees. It is a non-interest bearing, non-refundable, non-transferable and unsecured **HK\$2,000,000 Nomination Right**, which guarantees priority on the waiting list and a place subject to interview. There are limited places available under the Corporate Nomination Rights Scheme. This form is to be used for applications for all year groups at Discovery College.

### Application process:

- Complete this Corporate Nomination Rights Application Form (CNR Form A)
- Attach a cheque for HK\$2,000,000 - being payable to 'ESF Educational Services Limited'.
- Deliver or send the Corporate Nomination Rights Application Form A, cheque and copy of the company's Business Registration Form to Discovery College, 38 Siena Avenue, Discovery Bay, Lantau Island, Hong Kong, marked for the attention of the Admissions Manager.

### Applicant Details

Corporate Nomination Rights Holder's Name (the "Company"): \_\_\_\_\_

Company's Representative's Name: \_\_\_\_\_

Position Held in Company \_\_\_\_\_

**I agree to the terms and conditions of application for the Corporate Nomination Rights and declare the information provided for the above named nominee is true.**

Signature of Company's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Company Chop: \_\_\_\_\_

Discovery College Chop: \_\_\_\_\_

#### Discovery College/School USE:

Date of receipt: \_\_\_\_\_ Time of receipt: \_\_\_\_\_ Date acknowledged: \_\_\_\_\_

Corporate Nomination Rights No: \_\_\_\_\_

Amount received: HK\$2,000,000.00 Cheque number: \_\_\_\_\_ Issued by: \_\_\_\_\_

### Corporate Nomination Rights Terms & Conditions

1. The Directors of ESF Educational Services Limited (the "Board") may at any time resolve to issue Corporate Nomination Rights on such terms as it may consider appropriate in its absolute discretion.
2. This Corporate Nomination Right is one of a series of five (5) Corporate Nomination Rights.
3. A total of five (5) Corporate Nomination Rights will be issued for each academic year (August to August).
4. A Corporate Nomination Right is non-interest bearing, non-depreciating, non-refundable, non-transferable (save as provided for in these Terms & Conditions) and unsecured on any property, asset or undertaking of the College.
5. This Corporate Nomination Rights shall be registered in the name of a company (the "Company") incorporated in Hong Kong under the Companies Ordinance (Cap. 32).
6. The College at its sole discretion may register a Corporate Nomination Right to a company incorporated in another jurisdiction, in which case that company shall be the Company for the purposes of these Terms & Conditions.
7. The rights under this Corporate Nomination Right expire five (5) years immediately after the date on which the College has received both a completed application form for a Corporate Nomination Right and payment of HK\$2,000,000 for such Corporation Nomination Right.
8. The Company shall be entitled to nominate one Nominee (as defined in paragraph 10 below) for one place at Discovery College for each Corporate Nomination Right held.
9. The Company is to provide to the College such proof as the College may reasonably require of the directorship or employment of its director or employee whose Nominee is nominated under this Corporate Nomination Right.
10. For this purpose the term "Nominee" shall mean:
  - a. A son or daughter or adopted son or daughter of a director or employee of the Company (a copy of the birth certificate or evidence of adoption must be supplied to the College);
  - b. Who is deemed by the Principal of the College to be suitable; and
  - c. Who otherwise satisfies the admissions criteria as set out by the Board from time to time.
11. A Nominee under a Corporate Nomination Right will receive first priority on the waiting list and will have priority over all other applicants.
12. The order of priority for an admissions interview is determined by the time and date that the Company informs the College of the identity of the Nominee (CNR Form B).
13. Should a Nominee leave the college for whatever reason, the Corporate Nomination Right remains in effect until the expiry of the five (5) year term as defined in paragraph 7 above.
14. Where a Nominee fails to meet the entry requirements at interview/assessment, the Company retains the use of the Corporate Nomination Right for the remaining length of its term (or until earlier expiry).
15. A Corporate Nomination Right may not be transferred. However, if the Company changes [its] name, then the Board may (on submission of such evidence as it may reasonably request concerning the bona fide nature of the transaction necessitating the changes) deliver to the Company a Corporate Nomination Right in the new name against surrender of this Corporate Nomination Right.
16. The College will keep a Register of Corporate Nomination Rights Holders in which to record the name of each Corporate Nomination Rights Holder against the number of the relevant Corporate Nomination Right.
17. The College shall recognise and treat the Company in whose name the Corporate Nomination Right is registered in the Register of Corporate Nomination Rights Holders as the sole absolute owner of such Corporate Nomination Rights and as alone entitled to receive and give effectual discharge for the monies hereby secured. The College shall not be affected by notice of any right, title or claim of any company or person to this Corporate Nomination Rights other than the Company in whose name this Corporate Nomination Rights is so registered.
18. If the Corporate Nomination Right shall be lost, stolen, destroyed or defaced in whole or in part so as to be incapable of use, the College shall, on such terms as to evidence, identity, indemnity and expenses incurred by the College in investigating and verifying title as the Board shall require, deliver to the Company a new Corporate Nomination Right in lieu of a Corporate Nomination Right and in the case of defacement, against the surrender of the Corporate Nomination Right.
19. Notices under the Corporate Nomination Right may be served by the Company or by the Board by posting the same in a prepaid letter addressed to the College at its registered office or to the Corporate Nomination Rights Holder at its address as shown in the Register of Corporate Nomination Rights Holders, and shall be deemed to have been received 48 hours after the time of posting in the case of notices sent to an address in Hong Kong, and 5 days after the time of posting in the case of notices sent to an address outside Hong Kong.
20. The Corporate Nomination Right and the conditions shall be governed by and construed in accordance with the laws of Hong Kong.

For the avoidance of doubt, a child nominated under this Corporate Nomination Right shall receive priority in accordance to the College's Admissions Policy from time to time, but there is no assurance of whether or when a place at the College will become available.