

WARNING

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.



THE HARBOUR SCHOOL
Unlocking the best

CORPORATE ADMISSION RIGHT**Application Form**

We hereby apply for the grant of a corporate admission right ("**Corporate Admission Right**") with a purchase price of HK\$8,000,000 by The Harbour School Foundation Limited (the "**Foundation**"), a charitable institution mentioned in section 88 of the Inland Revenue Ordinance (Cap.112).

We agree and acknowledge that the Corporate Admission Right and a grant thereof, are subject to the terms and conditions stated in this document (including the attached terms and conditions), and any alternative or replacement terms and conditions from time to time in force made by the Foundation governing and/or applicable to the Corporate Admission Right, and The Harbour School's admission guidelines and policies from time to time, each as amended by the Foundation.

We further agree and acknowledge that 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.

The School's annual capital levy in effect from time to time is payable in respect of each Nominated Child.

To apply, please:

- (a) return this form to:

Admissions Department,
332 Ap Lei Chau Bridge Rd.
Ap Lei Chau, Hong Kong

- (b) make payment via cheque or bank transfer to:

Account Name: The Harbour School Foundation Ltd.
Bank name: HSBC
Bank Code: 004
Account number: 848-690921-838
Swift Code: HSBCHKHCHKH

- (c) attach all documents from the Application Checklist

Applicant for Corporate Admission Right

Applicant(s) Name(s): <i>(as shown on Certificate of Incorporation / Certificate of Change of Name)</i>	
Business Registration Number:	
Address:	
Contact Name(s):	
Tel:	
Email address(es):	
First Nominated Child's Name: <i>(as shown on HKID / Passport)</i>	
Second Nominated Child's Name: <i>(as shown on HKID / Passport)</i>	
Third Nominated Child's Name: <i>(as shown on HKID / Passport)</i>	
Fourth Nominated Child's Name: <i>(as shown on HKID / Passport)</i>	
Fifth Nominated Child's Name: <i>(as shown on HKID / Passport)</i>	
Sixth Nominated Child's Name: <i>(as shown on HKID / Passport)</i>	
Signed for and on behalf of the Applicant(s) named above by the signatories named below, who are duly authorised:	
<p>_____</p> <p>Director/Authorised Signatory</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Director/Authorised Signatory</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Date</p>

Checklist:

- Copy of HKID card / passport of the Applicant
- Copy of birth certificate or other official birth and/or adoption record of the child/ren to be nominated by the Applicant
- Crossed Cheque or Bank Transfer Slip for full amount of application (HK\$8,000,000) payable to "The Harbour School Foundation Limited"
- Copy of the Company's Certificate of Incorporation / Business Registration Certificate (for Corporate Applicants)

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**CORPORATE ADMISSION RIGHT
Terms & Conditions***Nominated Children*

1. Subject to clause 7, the Holder is entitled to nominate up to six Eligible Children from the same immediate family to attend the School, subject to each such child satisfying the admission and other criteria and the discretion of the School whose determination shall be final and binding.
2. A copy of the birth certificate or evidence of adoption of each Nominated Child (as the case may be) must be supplied to the Foundation or the School and the original of which must be shown to the Foundation or the School on demand. The Foundation or the School shall also have the right to request any Holder to provide proof to the satisfaction of the Foundation or the School of the employment or directorship of the parent of the Nominated Child in the Holder.
3. If a Holder wishes to nominate any person other than an Eligible Child, prior approval must be obtained from the Foundation.
4. Each Nominated Child shall have priority for admission to the School over all other admitted and eligible applications at the time of nomination, subject to availability and support available at the School whose determination shall be final and binding.
5. A Nominated Child shall continue to be covered by this Corporate Admission Right until the earlier of the date that:
 - a. the Nominated Child ceases to be enrolled at the School for any reason; and
 - b. the Holder withdraws the nomination of all Nominated Children due to the cessation of employment or directorship of the Nominated Child's parent with the Holder.
6. The Holder may nominate substitute Eligible Children to be Nominated Children in accordance with Clause 1 if all persons who were previously Nominated Children cease to be so pursuant to Clause 5, upon payment of a renomination fee (as determined by the Foundation in its sole discretion) by the Holder to the Foundation and upon the Holder giving notice to the Foundation in the form required by the Foundation.
7. After the expiry of the Term, the Holder may not nominate any Eligible Children pursuant to Clause 1, but any Nominated Children at that time will continue to be Nominated Children until they cease to be covered by this Corporate Admission Right pursuant to Clause 5.

Redemption or donation of this Corporate Admission Right

8. The Foundation may redeem this Corporate Admission Right at the Redemption Amount at any time by giving a written redemption notice to the Holder, provided that the continued enrolment of each Nominated Child at the School shall not be affected by such redemption or cancellation.
9. If all Nominated Children have ceased to be enrolled at the School for any reason, the Holder may, by giving written notice to the Foundation, immediately surrender this Corporate Admission Right to the Foundation as a donation for nil payment. The value of the donation via surrender will be the Redemption Amount.
10. A redemption notice takes effect on the date of the notice. All rights under this Corporate Admission Right (other than the right to receive the Redemption Amount) terminate immediately and automatically upon receipt of a redemption notice or the surrender of this Corporate Admission Right.
11. The Corporate Admission Rights will also be redeemed on winding up of the Foundation. In that case, amounts payable in redemption will be determined by the terms of winding up.
12. The Holder shall have no right to demand or otherwise seek payment from any THS Group Member in connection with this Corporate Admission Right except in accordance with Clause 11.

Transfer of this Corporate Admission Right

13. This Corporate Admission Right is not transferable other than in accordance with the provisions contained herein. The Foundation may cancel the Corporate Admission Right in its sole discretion in any manner and on any terms if the Holder attempts to transfer this Corporate Admission Right other than in accordance with the provisions contained herein.
14. In extraordinary circumstances, this Corporate Admission Right can be transferred by the Holder if:
 - a. a written notice has been given by the Holder to the Foundation;
 - b. the transfer of this Corporate Admission Right is administrated via the Foundation with the prior approval of the Foundation. The Foundation shall have the absolute discretion to approve a transfer of this Corporate Admission Right;
 - c. all Outstanding Fees are settled in full; and
 - d. the Transfer Fee is paid by the Holder to the Foundation.

The Certificate

15. The Foundation will issue a Certificate for the Holder, which shall be kept at the Foundation's offices unless otherwise requested by the Holder.
16. The Foundation may amend the Certificate to reflect a change of legal company name of the Holder on payment of a fee, as the Foundation may determine from time to time, and submission of proof to the satisfaction of the Foundation of the change of legal company name of the Holder.
17. If the Certificate shall have been lost, stolen, destroyed or defaced in whole or in part so as to be incapable of use, the Foundation shall, on payment of a fee, as it may determine from time to time, and on such terms as it may require, deliver to the Holder a new certificate in lieu thereof and, in case of defacement, against the surrender of such Certificate.

Other terms

18. Notices hereunder shall be given in writing by email to the Foundation at admissions@ths.edu.hk or to the Holder at its last email address known to the Foundation.
19. The Foundation may at any time grant further or additional admission rights, nomination rights, debentures or other similar rights to any person on any terms as it may decide, and may at its sole discretion change the admission policy and guidelines of the School.
20. The rights conveyed to the Holder by this Corporate Admission Right are set out in Clauses 1, 4, 5, 6, 7, 9, 11, 14, 15, 16, 17 and 18 of these terms and conditions.
21. Save for the Holder and each of the THS Group Members, 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 terms and conditions.
22. The Foundation shall recognize and treat the Holder as the only person being entitled to the rights and benefits conveyed by this Corporate Admission Right. The Foundation shall not be affected by notice of any right, title or claim of any person to this Corporate Admission Right other than the Holder.
23. This Corporate Admission Right does not represent any debt owing from any person to any other person, does not bear interest, and is not secured on any property, assets or undertakings of the Foundation. Proceeds of this Corporate Admission Right will be applied towards the objectives of the Foundation. 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.
24. The Corporate Admission Right is not negotiable in any manner. The Foundation may cancel the Corporate Admission Right in its sole discretion in any manner and on any terms if the Holder breaches any provision of, this Corporate Admission Right.

25. The Foundation shall determine any dispute arising in relation to this Corporate Admission Right. The decision of the Foundation is final and binding. Any discretion or right of the Foundation concerning this Corporate Admission Right may be exercised by the Foundation in its sole and absolute decision.
26. This Corporate Admission Right shall be governed by and construed in accordance with the laws of Hong Kong. The Foundation and the Holder submit to the exclusive jurisdiction of the courts of Hong Kong.
27. In addition to the terms and conditions set forth herein, this Corporate Admission Right is subject to all terms and conditions set out in the Corporate Admission Right application form, which are hereby incorporated by reference in their entirety. Those documents comprise the entire agreement concerning this Corporate Admission Right and all other terms, warranties and representations are expressly excluded. The Foundation may also amend, supplement or modify those documents at any time by giving notice to the Holder (including by publishing such updated documents on the School's website), with such updated documents taking effect 30 days after such notice, provided the Foundation has received no objection in writing from the Holder.

Definitions

28. The following definitions apply in this terms and conditions:
- a. **"Certificate"** means a certificate evidencing the Holder's entitlement to the rights of the Holder under this Corporate Admission Right;
 - b. **"Eligible Child"** means one natural or adopted child of one director or employee of the Holder, who satisfies the admission and other criteria at the discretion of the School whose determination shall be final and binding.
 - c. **"Foundation"** means The Harbour School Foundation Limited;
 - d. **"Holder"** means the person who is recognised by Foundation as being entitled to the rights conveyed by this Corporate Admission Right;
 - e. **"Nominated Child"** means the Eligible Child nominated pursuant to Clause 1;
 - f. **"Outstanding Fees"** means at any time all outstanding charges, costs and administrative fees payable to any THS Group Member by the Holder or otherwise in connection with any Nominated Child or any family member of any Nominated Child;
 - g. **"Purchase Price"** means the purchase price (as stated on application form signed by the Holder);
 - h. **"Redemption Amount"** equals the Purchase Price, less the sum of (i) any Outstanding Fees and (ii) any Unpaid Instalments, each as determined by the Foundation, at the time the relevant written notice is received pursuant to Clause 8 or 9;
 - i. **"School"** means The Harbour School;
 - j. **"Term"** means the period from the day of the grant of this Corporate Admission Right and a period of 25 years thereafter;
 - k. **"THS Group Member"** means each of the Foundation, The Harbour School ALC Limited, The Harbour School Limited, The Children's Institute of Hong Kong Limited and the School; and
 - l. **"Transfer Fee"** means the greater of (i) 5% of the Purchase Price and (ii) 100% of the difference between the Purchase Price and the transfer price of this Corporate Admission Right.
 - m. **"Unpaid Instalments"** means, if this Corporate Admission Right is paid in instalments, any amount unpaid on this Corporate Admission Right by the Holder at the time the relevant written notice is received pursuant to Clause 8 or 9.

CERTIFICATE NO.: []

**Certificate
of
CORPORATE ADMISSION RIGHT
PURCHASE PRICE HK\$[]**

granted by The Harbour School Foundation Limited

Name of Holder

Date of Grant

The Harbour School Foundation Limited

* This certificate is issued pursuant to, and governed by, the terms and conditions, as they may be amended by The Harbour School Foundation from time to time.