

**KOJADI SPECIAL EDUCATION LOAN SCHEME RULES
(KOJADI SELS RULES)**

In exercise of the powers conferred under By-law 46(2x) of the By-laws of KOPERASI JAYADIRI MALAYSIA BERHAD ("KOJADI"), the Board of KOJADI hereby makes the following Rules:

1. **PURPOSE AND NAME**
 - 1.1 The RULES herein govern the KOJADI SPECIAL EDUCATION LOAN SCHEME ("KOJADI SELS"), and these rules shall be known as the **KOJADI SPECIAL EDUCATION LOAN SCHEME RULES** ("KOJADI SELS RULES").
 2. **INTERPRETATION**
 - 2.1 In these KOJADI SELS Rules, unless the context otherwise requires, the following words and phrases shall have the following respective meanings:
 - 2.1.1 "Additional Shares" means the shares in KOJADI subscribed by a Member in addition to the 100 initial shares subscribed by such Member upon admission to KOJADI pursuant to the By-laws of KOJADI;
 - 2.1.2 "Approved Course" means:-
 - (i) an undergraduate or postgraduate degree course offered by an Approved Institution and approved by the Board; or
 - (ii) a professional/technical/vocational course or any other course of study offered by an Approved Institution and approved by the Board;
 - 2.1.3 "Approved Institution" means a local or foreign university or college or any other institution recognized by the Board;
 - 2.1.4 "Board" means the Board of Directors for the time being of KOJADI;
 - 2.1.5 "By-laws" means the By-laws governing KOJADI as amended from time to time;
 - 2.1.6 "KOJADI" means KOPERASI JAYADIRI MALAYSIA BERHAD;
 - 2.1.7 "KOJADI SELS" means KOJADI SPECIAL EDUCATION LOAN SCHEME established by KOJADI and governed by these KOJADI SELS Rules. KOJADI SELS comprises collectively the education loan scheme which are implemented by KOJADI under KOJADI SELS from time to time. The term "each KOJADI SELS" or "a KOJADI SELS" whenever appearing herein shall mean one of the education loan schemes comprised in KOJADI SELS;
 - 2.1.8 "Loan" means a loan approved by the Board at the application by a Participant and his Nominee/Participating Nominee under a KOJADI SELS;
 - 2.1.9 "Loan Beneficiary" means a Nominee/Participating Nominee whose application for a loan under a KOJADI SELS has been approved;
 - 2.1.10 "Member" means a member of KOJADI;
 - 2.1.11 "Nominee" means a person named by a Participant to apply for a loan under a KOJADI SELS and who is a legitimate child, a step child or a child legally adopted by the Participant or such other family member of the Participant or other acceptable KOJADI member approved by the Board as a Nominee for the purpose of these KOJADI SELS Rules;
 - 2.1.12 "Participant" means a Member participating in a KOJADI SELS in accordance with these KOJADI SELS Rules;
 - 2.1.13 "Share" means a share in KOJADI subscribed by a Member in accordance with the By-laws of KOJADI.
 - 2.2 Words used herein importing the masculine gender shall include the female gender.
 3. **OBJECTIVE OF KOJADI SELS**
 - 3.1 The objective of KOJADI SELS is to provide financial assistance to Participants and their Nominees for the pursuit of higher education by the Nominee.
 4. **IMPLEMENTATION**

KOJADI SELS shall be implemented at the absolute discretion of the Board who may review the KOJADI SELS and these KOJADI SELS Rules at any time and from time to time and may terminate the continuation of KOJADI SELS or any of the education loan schemes comprised therein at anytime.

 - 4.1 Without prejudice to the generality of the foregoing, the Board shall have the absolute discretion to
 - 4.2.1 Determine the number and amount of the Loans under KOJADI SELS;
 - 4.2.2 Decide on the list of Approved Institutions and to vary, delete or add to the Approved Institutions from time to time. In its determination of the institutions to be included in the list, the Board will consider the institutions approved by the Public Services Department of the Prime Minister Department, Malaysia and/or any other relevant authorities.
 - 4.2.3 Decide on the list of Approved Courses and to vary, delete or add to the Approved Courses from time to time. In its determination of the courses to be included in the list, the Board will consider the courses approved by the Public Services Department of the Prime Minister Department, Malaysia and / or any other relevant authorities;
 - 4.2.4 Vary, delete or add to the qualifications and conditions for application of a loan under KOJADI SELS from time to time;
 - 4.2.5 Vary, delete or add to the list of education loan schemes comprised in KOJADI SELS; and
 - 4.2.6 Vary, delete or add to the specific terms governing each KOJADI SELS
5. **TERMS GOVERNING EACH KOJADI SELS**
 - 5.1 The specific terms governing the grant of Loans under each KOJADI SELS shall be determined by the Board from time to time.
6. **LOAN UNDER KOJADI SELS**
 - 6.1 A Participant and his Nominee for each KOJADI SELS shall be eligible to apply for a loan under the KOJADI SELS for which the Nominee is named subject to these KOJADI SELS Rules and the specific terms governing such KOJADI SELS as determined by the Board from time to time.
 - 6.2 A person shall be entitled to be named as a Nominee in KOJADI SELS only once and shall therefore be entitled to apply for only one (1) loan under KOJADI SELS except in circumstances specially approved by the Board.
 - 6.3 A Member may name more than one (1) Nominee to apply for loans under each KOJADI SELS, in which event the Member shall for each Nominee so named, subscribe for or hold such number of Additional Shares in KOJADI as determined by the Board in the terms governing such KOJADI SELS.
 - 6.4 Notwithstanding Rule 6.1 above, the Board shall have the absolute discretion to disqualify a Participant and his Nominee from applying for a loan under a KOJADI SELS if the Participant and/or his Nominee are in breach of any of these KOJADI SELS Rules or the By-laws of KOJADI.
7. **QUALIFICATIONS FOR LOAN APPLICATION**
 - 7.1 At the time of application for a loan under each KOJADI SELS, the following qualifications must be satisfied:
 - 7.1.1 only Members are eligible to participate in KOJADI SELS;
 - 7.1.2 the Member shall have acquired and paid or shall have consented to acquire and pay for the requisite number of Additional Shares determined by the Board in the terms governing such KOJADI SELS for the account of the Nominee with any such mode of payment approved by the Board.
 - 7.1.3 the Nominee must be a Malaysian citizen of eighteen (18) years of age or above and permanently residing in Malaysia at the time of application for a loan under these Rules;
 - 7.1.4 the Nominee shall possess such basic qualification or other academic qualification (where applicable) as may be approved by the Board;
 - 7.1.5 the Nominee shall have gained admission into an Approved Institution to pursue an Approved Course;
 - 7.1.6 the Nominee shall be a Member who has acquired and paid for the minimum of 100 shares in KOJADI in accordance with the By-laws of KOJADI or shall have applied for membership in KOJADI; and
 - 7.1.7 the Nominee shall not have been granted a loan under any other education loan scheme established by KOJADI except in circumstances specially approved by the Board.
8. **PROCEDURE FOR LOAN APPLICATION**
 - 8.1 An application for a loan under each KOJADI SELS ("Application") shall be made in such form and submitted at such place as may be prescribed by the Board from time to time.
 - 8.2 The Application shall be duly completed and accompanied with such documents as are required by the Board from time to time including documentary proof of the financial standing of the Participant and the Nominee and the academic performance of the Nominee/.
 - 8.3 If the Nominee is not already a Member at the time of the Application, the Application shall be accompanied by an application by the Nominee for membership in KOJADI together with the appropriate payment for a minimum of one hundred (100) shares in KOJADI in accordance with the By-laws of KOJADI

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- 8.4. The Board shall consider only Applications which have been duly completed and submitted with all necessary document any proofs. Notwithstanding the provisions of Rules 7 and 8 hereof, the Board shall have the absolute discretion to approve or reject any Application and the decision of the Board shall be final. In the consideration of an Application, the Board may give preference to the following circumstances:
- 8.4.1 that the Application is by a Member whose membership in KOJADI is long standing; and/or
- 8.4.2 that the Application is by a Nominee with outstanding academic results; and/or
- 8.4.3 any other pertinent factors, such as the financial position of the Member making the Application
- 9. PAYMENT OF ADDITIONAL SHARES**
- 9.1. A Participant shall pay for the Additional Shares subscribed on account of each nomination under KOJADI SELS in one sum.
- 10. LOAN AMOUNT**
- 10.1. The Board shall have the absolute discretion to decide on the amount to be approved for each Application but such amount shall in no event exceed Ringgit Fifty Thousand (RM50,000/-) only
- 11. PURPOSE OF LOAN**
- 11.1. A Loan granted under a KOJADI SELS shall be used solely for the purpose of financing the Loan Beneficiary in the pursuit of the Approved Course at the Approved Institution specified in the approval of the Loan and shall not be used for any other purpose whatsoever.
- 12. LOAN DOCUMENTATION, GUARANTEE AND COLLATERAL**
- 12.1. Upon approval of the Loan, the Participant and the Loan Beneficiary shall:
- 12.1.1. execute an agreement for the Loan ("Loan Agreement") on such terms and in such form as the Board shall require from time to time; execute such other documents containing such terms and in such forms as the Board shall require from time to time;
- 12.1.3. do such acts as the Board may require from time to time which may include the insurance of the Loan Beneficiary under any group insurance or indemnity scheme arranged or undertaken by KOJADI; and
- 12.1.4. provide one (1) or more guarantors and/or such other form of collateral acceptable by the Board to guarantee and/or secure the repayment of the Loan on terms and conditions as the Board shall require from time to time.
- 12.2. The Participant and the Loan Beneficiary shall if so required by the Board at any time furnish guarantor(s) acceptable by the Board in substitution of or in addition to the existing guarantor(s) and/or provide such other security for the repayment of the Loan.
- 13. QUALIFICATIONS OF GUARANTOR**
- 13.1. The Board shall have the absolute discretion without assigning any reason therefor to accept or reject a guarantor proposed for a Loan under KOJADI SELS. The Board may from time to time determine the qualifications applicable to a guarantor and subject thereto, the following shall apply:
- 13.1.1. No member of the Board nor any member of a committee formed by the Board of KOJADI nor any employee of KOJADI shall act as a guarantor for a Loan under KOJADI SELS;
- 13.1.2. Unless the Board otherwise approve, a person shall not act as any one time as guarantor for more than two (2) education loans offered by KOJADI.
- 14. DISBURSEMENT OF LOAN**
- 14.1. A Loan shall be disbursed in such manner and at such time and place as the Board may in its absolute discretion decide after being satisfied that all conditions precedent to such disbursement specified in the Loan Agreement or otherwise have been complied
- 15. INTEREST RATE**
- 15.1. A Loan or any part thereof shall carry interest from the date of its disbursement until full settlement thereof at a rate prescribed in the Loan Agreement and in the manner provided therein and calculated on monthly rests basis or at such other rate or in such manner or on such rests basis as may be prescribed by the Board from time to time.
- 16. REPAYMENT**
- 16.1. Repayment of a Loan and interest thereon shall be subject to the terms and conditions contained in the Loan Agreement.
- 17. TERMINATION OF LOAN**
- 17.1. Notwithstanding the approval of a Loan and the provisions of Rules 12 hereof, the Board shall have the right at its sole and absolute discretion to forthwith terminate the Loan by revoking the approval thereof or withholding further disbursement of the Loan or demanding repayment of the amount of Loan already disbursed together with interest accrued in any of the following events:
- 17.1.1. if the Participant or the Loan Beneficiary shall cease to be a Member for any reason whatsoever; or
- 17.1.2. if the Participant shall cease to own for the account of the Loan Beneficiary such number of Additional Shares in KOJADI as determined by the Board in the terms governing the KOJADI SELS under which the Loan is granted; or
- 17.1.3. if the Loan Beneficiary shall, in the absolute opinion of the Board, fail or neglect to pursue diligently the Approved Course for which the Loan is granted; or
- 17.1.4. if in the absolute opinion of the Board the progress of the Loan Beneficiary in the pursuit of the Approved Course for which the Loan is granted shall become unsatisfactory; or
- 17.1.5. if the Loan Beneficiary shall abandon the Approved Course for which the Loan is granted before the completion thereof; or
- 17.1.6. if the Loan Beneficiary shall fail to submit his examination results of the Approved Course for which the Loan is granted regularly as required by the Board; or
- 17.1.7. if the Participant or the Loan Beneficiary or the guarantor for the Loan becomes insolvent, is unable to pay his debts as they fall due, or if any step or action for bankruptcy is taken against him;
- 17.1.8. if the Participant or the Loan Beneficiary shall be in breach of any of these KOJADI SELS Rules and/or the terms governing the KOJADI SELS under which the Loan is granted and/or the conditions contained in the Loan Agreement; or
- 17.1.9. if the Participant or Loan Beneficiary shall request for the termination of the Loan for whatsoever reason.
- 17.2. The decision of the Board made pursuant to Rules 17.1 hereof shall be final.
- 17.3. Upon the termination of the Loan, the principal amount of the Loan then outstanding together with accrued interest thereon and other charges and sums payable under the Loan Agreement shall become immediately due and payable.
- 18. AMENDMENTS TO RULES**
- 18.1. The Board shall have the absolute right to add to, delete or amend these KOJADI SELS Rules in such manner as it shall deem fit and proper at any time and from time to time subject to the By-laws of KOJADI.
- 19. KOJADI SELS RULES TO PREVAIL**
- 19.1. These KOJADI SELS Rules herein shall supersede and replace each and every previous set of regulations governing the education loan schemes comprised in KOJADI SELS as regards Loans to be granted after the coming into effect of these KOJADI SELS Rules. Every Loan granted pursuant to any of the previous regulations shall continue to be governed by such regulations and the agreements relating thereto.