

**FORM 12
PRIVATE EDUCATION ACT
(NO. 21 OF 2009)**

PRIVATE EDUCATION REGULATIONS

ADVISORY NOTE TO STUDENTS

This notice is for a prospective student. In this and any related document, any reference to ‘Student’ expressly includes parents and guardians, as considered appropriate and relevant.

You are strongly encouraged to thoroughly research on the Private Education Institution (PEI) conducting the course before signing up for any course. You should consider, for example, the reputation of the PEI, the teacher-student ratio of its classes, the qualifications of the teaching staff, and the course materials provided by the PEI.

By signing and returning the Student Contract (the “Contract”), you agree to the terms and conditions which will bind you and the PEI, if you accept the PEI’s offer of a place in a course of study offered or provided by the PEI.

You should ask the PEI to allow you to read a copy of the Contract (with all blanks filled in and options selected) in both English and the official language of your home country, if necessary. For your own protection, you should review all the PEI’s policies, and check carefully that you agree to all the terms of the Contract, including the details relating to each of the following sections, before signing the Contract:

- a. The duration of the course, including holidays and examination schedules, and contact hours by days and week;
- b. The total fees payable, including course fees, taxes and other related costs;
- c. Dates when respective payments are due;
- d. The refund policy in the event of voluntary withdrawal (by you) or enforced dismissal from the course programme (by PEI);
- e. The Fee Protection Scheme you are subscribed to and its coverage;
- f. The dispute resolution methods available; and
- g. Information about the PEI’s policies on academic and disciplinary matters.
- h. The degree or diploma or qualification which will be awarded to you upon successful completion of the course.

If you have any doubt about the contents of the Contract, or if the terms are different from what the agent or PEI have informed you previously, or advertised, you should- always seek advice and/or clarifications before signing the Contract.

This portion below is to be completed by the signatory of the Student Contract, i.e. either the student, or if the student is below the age of 18, his/her parent or guardian.

I, _____ (NRIC/Passport number) _____
(name of ~~student~~/parent/guardian) (NRIC/passport no)

have read and understood this advisory note before signing the Student Contract

~~for myself~~ / my ward ** _____ (NRIC/Passport number) _____
(name of ward) (NRIC/passport no)

with **XCL American Academy**.
(name of PEI)

(signature of ~~student~~ or parent/guardian)

PRIVATE EDUCATION INSTITUTION-STUDENT CONTRACT

This contract ("**Contract**") is made BETWEEN:

- (1) Registered Name of Private Education Institution (PEI) : XCL American Academy
Registration Number : 202032207C
(the "**PEI**")
Registered Address : 2 Yishun Street 42
Singapore 768039

~~(To be used if the Student is 18 and above years of age).~~

- (2) Full Name of Contracting Party
~~(The name has to be as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.)~~ : _____
NRIC/FIN/Passport Number
~~(NRIC number is meant to be stated where the Contracting Party is an SC/PR. FIN/Passport Number is meant to be stated where the Contracting Party is not an SC/PR. Please delete as appropriate by striking through.)~~ : _____
(the "**Contracting Party**")

OR

~~(To be used if the Student is under 18 years of age).~~

- (2) Full Name of Contracting Party (Parent/Legal Guardian)
~~(The name has to be as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.)~~ : _____
NRIC/FIN/Passport Number
~~(NRIC number is meant to be stated where the Contracting Party is an SC/PR. FIN/Passport Number is meant to be stated where the Contracting Party is not an SC/PR. Please delete as appropriate by striking through.)~~ : _____
(the "**Contracting Party**") on behalf of
Full Name of Student
~~(The name has to be as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.)~~ : _____
NRIC/FIN/Passport Number
~~(NRIC number is meant to be stated where the Student is an SC/PR. FIN/Passport Number is meant to be stated where the Student is not an SC/PR. Please delete as appropriate by striking through.)~~ : _____
(the "**Student**")

1. DEFINITIONS

1.1 In the Contract, the following words and expressions shall have the following meanings:

“Cooling-Off Period”	Shall refer to the period of ten (10) calendar days commencing from and including the date of this Contract.
“Course”	Shall refer to the course described in Schedule A.
“Course Fee”	Shall refer to the compulsory fees to be charged by the PEI on account of the Student’s undertaking of the Course and as stated in Schedule B.
“Course Commencement Date”	Shall refer to the date of commencement of the Course as scheduled by the PEI and shall be as stated in Item 4 of Schedule A.
“Course Completion Date”	Shall refer to the date of completion of the Course as scheduled by the PEI, and shall be as stated in Item 5 of Schedule A.
“Developer/Proprietor”	Shall refer to the person who developed the Course, or who is the proprietor of the Course, as stated in Item 8 of Schedule A.
“ICA”	Shall have the meaning assigned to it in Clause 3.1(e).
“Miscellaneous Fees”	Shall refer to non-compulsory fees potentially chargeable by the PEI on account of, or arising from, the Student’s undertaking of the Course, and as described in Schedule C.
“Permitted Course Duration”	Shall refer to the permitted duration of the Course starting on and from the Course Commencement Date and ending on the Course Completion Date (both dates inclusive).
“Private Education Mediation-Arbitration Scheme”	Shall refer to the dispute resolution scheme under the <i>Private Education (Dispute Resolution Schemes) Regulations 2016</i> .
“Refund Event”	Shall have the meaning assigned to it in Clause 3.1.
“SSG”	Shall refer to the SkillsFuture Singapore Agency established pursuant to Section 3 of the <i>SkillsFuture Singapore Agency Act 2016</i> .
“Student Pass”	Shall be as described on www.ica.gov.sg or such other website which operates in lieu thereof.

2. COURSE INFORMATION AND FEES

2.1 The PEI shall provide the Course as set out in Schedule A to the Student. The PEI shall not make any change to any detail of the Course set out in Schedule A unless it has obtained the prior written consent of the Contracting Party and, where required under the *Private Education Act 2009* or the subsidiary legislation thereunder, the prior written consent of SSG.

For the avoidance of doubt, if it is stated in Schedule A that the Course includes industrial attachment, the PEI shall use reasonable endeavours to ensure that such industrial attachment is provided to the Student.

2.2 The PEI represents and warrants that:

- (a) The person stated in Item 8 of Schedule A is the Developer/Proprietor of the Course and that the PEI has obtained all necessary permissions, licenses and approvals for the provision of the Course to the Student.
- (b) It has obtained SSG's permission to conduct the Course and that it has not made any such changes to the Course which would require it to re-apply to SSG for permission to conduct the Course.
- (c) The PEI has verified that the Student meets the Course entry requirements set out in Item 10 of Schedule A.
- (d) The information set out in Items 1 to 5 and 7 to 17 of Schedule A is correct, complete and not inconsistent with the details submitted to the SSG to obtain its permission to provide the Course.

2.3 PEI undertakes that the Student will be awarded or conferred the qualification stated in Item 7 of Schedule A by the organisation named in Item 9 of Schedule A upon the Student's successful completion of the Course, and having met all the requirements of the award/qualification.

2.4 The parties agree that Schedule B and Schedule C set out all fees payable (potentially or otherwise) by the Contracting Party to the PEI for the Course or arising from the Student's undertaking of the Course.

2.5 The Contracting Party shall pay the Course Fees in the amount and by the timelines as stated in the instalment schedule in Schedule B and the Miscellaneous Fees as per the timelines stated in each invoice for the Miscellaneous Fees issued by the PEI to the Contracting Party.

The PEI considers a payment made 1 day after the scheduled due date(s) in Schedule B for the Course Fees and 2 days after the scheduled due date(s) in the invoices for the Miscellaneous Fees as late. The PEI will explain to the Student its policy for the late payment of Course Fees and Miscellaneous Fees, and any impact on the Course/module completion (if applicable).

3. TERMINATION AND REFUND POLICY (Please refer to the diagram in Schedule E)

3.1 The PEI will notify the Student in writing within three (3) working days after becoming aware of any of the following (each a "Refund Event"):

- (a) It cannot commence the provision of the Course on the Course Commencement Date;
- (b) It cannot complete the provision of the Course by the Course Completion Date;

- (c) The Course will be terminated before the Course Completion Date;
- (d) The Student does not meet the course entry or matriculation requirements as stated in Schedule A; or
- (e) The Immigration & Checkpoints Authority of Singapore (the "ICA") rejects the Student's application for the Student Pass.

3.2 Where any of the Refund Events in Clause 3.1(a) to (c) above has occurred:

- (a) The PEI shall use reasonable efforts to make alternative study arrangements for the Student and shall propose such alternative study arrangements in writing to the Contracting Party, within ten (10) working days of informing the Contracting Party of the Refund Event.
- (b) If the Contracting Party accepts such alternative study arrangements, the PEI shall set forth such alternative study arrangements in a written contract and this Contract shall automatically terminate on the date that such new written contract comes into effect.
- (c) If the PEI does not propose alternative study arrangements to the Contracting Party within the time stipulated in Clause 3.2(a) above, or the Contracting Party does not accept such alternative study arrangements, the Contracting Party may forthwith terminate this Contract by way of a written notice to the PEI.

3.3 Where any of the Refund Events in Clauses 3.1(d) to (e) has occurred, the PEI shall forthwith terminate this Contract by way of a written notice to the Contracting Party.

3.4 If the Contract is terminated pursuant to Clause 3.2(b) read with Clause 3.1(a), the PEI shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

3.5 If the Contract is terminated pursuant to Clause 3.2(b) read with either Clause 3.1(b) or Clause 3.1(c), the PEI shall refund the Course Fees and Miscellaneous Fees in proportion to the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

3.6 If the Contract is terminated pursuant to Clause 3.3 or Clause 3.2(c) read with Clause 3.1(a), the PEI shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

3.7 If the Contract is terminated pursuant to Clause 3.2(c) read with either Clause 3.1(b) or Clause 3.1(c), the PEI shall refund the Course Fees and Miscellaneous Fees in proportion to the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

3.8 **Refund for Withdrawal During the Cooling-Off Period:**

Notwithstanding anything herein contained, the Contracting Party shall be entitled to, without any liability whatsoever to the PEI, forthwith terminate the Contract at any time within the Cooling-Off Period by way of a written notice to the PEI. The PEI shall return all Course Fees and Miscellaneous Fees paid to it within seven (7) working days of the receipt of the written notice.

3.9 **Refund for Withdrawal Outside the Cooling-Off Period:**

Without prejudice to Clauses 3.1 to 3.8 above, the Contracting Party may terminate the Contract at any time before the Course Completion Date by providing a written notice to the PEI. Upon receipt of such notice, the PEI shall within seven (7) working days, refund

to the Contracting Party such amount (if any) as determined in accordance with Schedule D.

4. ADDITIONAL INFORMATION

- 4.1** This Contract shall be interpreted in accordance with the laws of Singapore. Subject to the *Private Education (Dispute Resolution Schemes) Regulations 2016*, the courts of Singapore shall have exclusive jurisdiction to settle any claim, dispute or disagreement arising out of or relating to this Contract.
- 4.2** If any provision of this Contract is adjudged to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Contract and shall not affect the validity, legality and enforceability of the remainder of this Contract.
- 4.3** The PEI shall treat all personal information provided by the Student or Contracting Party as strictly confidential and shall not disclose any such personal information to any third-party, unless it has obtained the prior written consent of the Contracting Party or such disclosure is required under the law.
- 4.4** This Contract contains the whole agreement between the parties in respect of its subject matter and supersedes all previous discussions, correspondences and understanding between the parties in respect of such subject matter.
- 4.5** In no event shall any delay, failure or omission on the part of either party in exercising any right, power, privilege, claim or remedy arising under or pursuant to this Contract constitute a waiver of that right, power, privilege, claim or remedy, unless expressly given in writing. No waiver of a breach of this Contract shall be deemed to be a waiver of any other or subsequent breach of this Contract.
- 4.6** If this Contract is also signed in or translated into any language other than English, the English language version shall prevail in the event of any inconsistency.
- 4.7** A person who is not a party to this Contract shall have no right under the *Contracts (Right of Third Parties) Act 2001* to enforce any of its terms.

SCHEDULE A
COURSE DETAILS

1) Course title	American Curriculum -
2) Permitted Course Duration (in months) <i>Note: This does not include the period of the industrial attachment, if any.</i>	9.3 months
3) Whether the Course is a full-time or part-time Course	Full-Time
4) Course Commencement Date (DD/MM/YYYY)	12/08/2024
5) Course Completion Date (DD/MM/YYYY)	19/06/2025
6) Date of Commencement of studies if later than Course Commencement Date <i>Note: "N.A." if both dates are the same</i>	
7) Qualification (Name of qualification to be conferred on the Student upon the successful completion of the Course)	N.A
8) Developer/Proprietor of the Course	XCL American Academy
9) Organisation which awards/confers the qualification	N.A.
10) Course entry requirement(s)	<p>Age requirements Please refer to the Grade Placement Guide as outlined on the school website, https://www.xaa.edu.sg/admissions/</p> <p>Documentation Students who are new to the school must provide the relevant official documents to verify their prior schooling and to satisfy all entry requirements as applicable, at the time of admission. The school website contains a complete list of documentation required. Students already in the school must successfully complete their current grade in order to move to the next grade level.</p>
11) Course schedule (with modules and/or subjects referred to) <i>Note: Attachment(s) may be included to show the information.</i>	<p>In general, students attend lessons full-time, 5 days per week, from 8.30am through to 3:30pm from Mondays to Fridays.</p> <p>Extra-curricular activities may be available after 3.30pm.</p>

	<p>Elementary School and Middle School</p> <p>Students in G1 to G8 receive instructions in the following subjects:</p> <ul style="list-style-type: none"> • English: Reading, Speaking and Writing • Mandarin/Spanish • Arts: Arts and/or Music and/or Drama and/or Dance • Mathematics • Science • Social Studies • Physical Education
<p>12) Scheduled holidays (public and school) and/or semester/term breaks relevant to the Course</p> <p><i>Note: Attachment(s) may be included to show the information.</i></p>	<p>XCL American Academy Year runs from August to June.</p> <p>Important school events and scheduled holidays are published on the school website at https://www.xaa.edu.sg/school-life/academic-calendar/. Dates may change from time to time as determined by the School.</p> <p>Additional days may be added in the event that days are lost due to emergencies, inclement weather or other unforeseen events. Public holidays are advised by the Singapore Ministry of Manpower and are sometimes varied or confirmed throughout the year.</p>
<p>13) Examination and/or other assessment and/or assignment period(s)</p> <p><i>Note: Attachment(s) may be included to show the information.</i></p>	<p>There is continual assessment of each child's achievements. Teachers use a variety of techniques including testing for knowledge and skills, observations, portfolios of students' work and analysis of book, project and practical work. Attitude, learning skills, social relationships and effort are considered equally important when looking at the overall development of a child. Parent/Teacher/Student conferences are held for discussions of each student's social and academic progress.</p>
<p>14) Expected final examination results release date (DD/MM/YYYY)</p> <p><i>Note: The date shall not be more than three (3) months after the completion of the final examination, unless otherwise permitted by SSG.</i></p>	<p>Detailed descriptive reports are distributed quarterly (four times a year). Reports are distributed at the end of the term in September, December, March and June.</p> <ul style="list-style-type: none"> - 09/2024 - 12/2024 - 03/2025 - 06/2025
<p>15) Expected date of conferment of the qualification (DD/MM/YYYY)</p>	N.A.
<p>16) Does the Course include any industrial attachment?</p>	Yes/No (delete as appropriate)
<p>17) Duration of the industrial attachment</p>	N.A.

SCHEDULE B
COURSE FEES

Fees Breakdown	Total Payable (with GST, if any) (S\$)
<i>Note: Show full breakdown of total payable course fees.</i>	
Annual Course Fees	
Development Fee	
Total Course Fees Payable	

INSTALMENT SCHEDULE

Instalment ¹ Schedule	Amount (with GST, if any) (S\$)	Date Due ²
1st instalment		Semester 1 15 days from date of invoice issuance, or prior to the first day of attendance, whichever is earlier.
2nd instalment		Semester 2 15 days from date of invoice issuance, or prior to the first day of attendance, whichever is earlier.
Total Course Fees Payable:		

1. Each instalment amount shall not exceed the following:

- 12 months' worth of Course Fees for EduTrust certified PEIs*; or
- ~~6 months' worth of Course Fees for non-EduTrust-certified PEIs with Industry-Wide Course Fee Insurance Scheme (IWC)*; or~~
- ~~2 months' worth of Course Fees for non-EduTrust-certified PEIs without IWC*.~~

* *Delete as appropriate by striking through.*

2. Each instalment after the first shall be collected within one week before the next payment scheduled.

* The tuition fees which are payable by the Parents/Legal Guardian/Student may be pro-rated where a new student commences his/her studies midway through the academic year (see Clause 4 of the Terms and Conditions) or amended where the Student is subject to a financial arrangement agreed between the school and the Student (e.g. child of a school staff).

The amended fees shall be reflected in the invoice/statement issued by the school for payment. For avoidance of doubt, the tuition fees payable for each School Year are divided into two instalments and charged on a semestral basis. The length of each semester is not a relevant factor.

SCHEDULE C
MISCELLANEOUS FEES

Purpose of Fee	Amount (with GST, if any) (S\$)
Enrolment Fee**	S\$2,503
<p>English as an Additional Language (EAL) Fee</p> <p>This is payable once the students are assessed and determined by XCL American Academy that such support is required.</p> <p>The EAL program fees may be pro-rated when a new student commences his/her studies midway through the academic year, which will be calculated on a pro-rated by month basis from the date the student starts at XCL American Academy within a semester until the end of the semester.</p>	S\$5,865 per annum
<p>Learning Support (LS) Fee</p> <p>Support services for academic, social, and emotional needs provided by the School will be charged as an additional fee. The LS program fees may be pro-rated when a new student commences his/her studies midway through the academic year, which will be calculated on a pro-rated by month basis from the date the student starts at XCL American Academy within a semester until the end of the semester</p>	S\$4,025 per annum
<p>Experiential Learning Program (ELP) Fees which include but are not limited to:</p> <ul style="list-style-type: none"> • Camps • Field trips • In-Country and Overseas Program • Visa Entry Costs <p>The Experiential Learning Programme is an integral part of the school curriculum, and students are expected to participate in ELPs as part of their educational journey.</p> <p>No refunds will be made if student chooses to withdraw from the ELP after payment is made as fees are paid to external vendors / venues.</p>	<p>Ranging from *S\$0 to S\$5,000 (Specific to individual ELP activity)</p>
<p>Examination fee (Paid by the school on behalf of students to external examination agencies)</p>	Ranging from *S\$0 – S\$2,100
<p>Competition and Activity Fees</p> <ul style="list-style-type: none"> • Competition Fee • Swim Meet Fee • Theatre Fee • Etc. 	<p>Ranging from *S\$0 - S\$6,300 (If the activity is held overseas, more charges may be incurred)</p>
<p>Graduation Fee</p>	Ranging from *S\$0 - S\$300
<p>School Uniforms (Paid to External Uniform Vendor) #Price list available from vendor (https://modalive-xcl.com/)</p>	<p>Price list available from vendor (https://modalive-xcl.com/)</p>

Lock for student lockers	Ranging from *S\$4 - S\$10
Lost or damaged textbooks/library books	Price will depend on book value
Lost or damaged IT equipment i.e. Macbook Air, Ipad Air, portable charger, cables (Devices will be assigned to students as deemed necessary by the school, and a Device Issuance Agreement will need to be signed upon issuance of the devices)	Service costs (range from S\$20 - S\$3,000) are subject to the type and degree of damage and vendor costs. *Refer to Device Issuance Agreement on types of damages and costs
Door-to-Door and/or ECA Bus Service (Paid directly to external vendor)	#Charges are dependent on distance travelled. Please refer to Bus Service pricing list on school website, https://www.xwa.edu.sg/school-life/school-bus-service/
Extra-Curricular Activities provided by external vendor(s) and school staff	Ranging from *S\$100 - S\$800 per quarter, depending on the service provider
Bank Charges (for payment to school)	Payment using credit/debit card system (e.g., Visa, Master or Amex) will incur an additional administrative / processing fee, up to 3%, levied by the payment processor/bank.
Replacement of Student / Parent ID Card	S\$25 per card
Late Fees 1st reminder: 14 days after invoice due date Subsequent reminders: At least 14 days after each reminder	Late fees will be charged at S\$250 per reminder
Installment charge for Quarterly Payment Option	There will be an additional 8% installment charge for the quarterly payment option.

3. Miscellaneous Fees refer to any non-compulsory fees which the students pay only when applicable. Such fees are normally collected by the PEI when the need arises.

*These figures are estimates only and notification will be made of the actual amount prior to payment

**Enrolment Fee is non-refundable except during the cooling-off period

SCHEDULE D
REFUND POLICY

% of [the amount of Course Fees paid under Schedule B]	If the Contracting Party's written notice of withdrawal is received:
75%	On or before June 1st in relation to students due to commence during semester 1 (August to December); Or On or before Dec 1st for students due to commence in semester 2 (January to June)
0%	After June 1st in relation to students due to commence during semester 1 (August to December); Or After Dec 1st for students due to commence in semester 2 (January to June).
0%	After the commencement of a semester. If a student has attended school during semester 1 or semester 2, there will be no refund of tuition fees for early withdrawal regardless of when notice of withdrawal is given (unless during the 'cooling-off' period).

A. Refunds during Cooling off Period

100% of course fees and miscellaneous fees will be refunded during the cooling-off period of ten (10) calendar days commencing from and including the date of this Contract regardless of whether withdrawal occurs before or after Course Commencement Date.

B. Non-refundable Fees

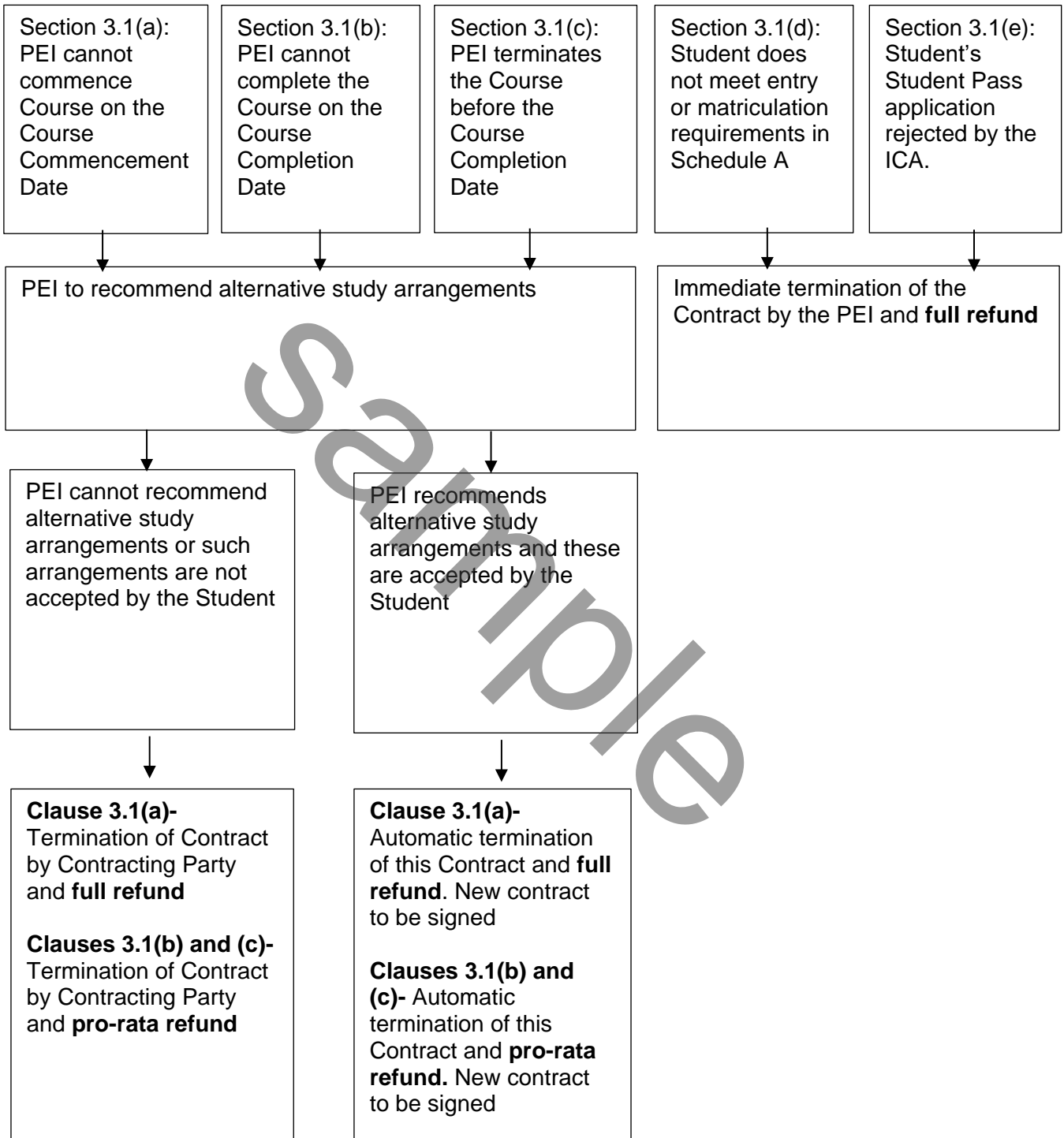
The Application fee non-refundable and non-transferrable in all circumstances.
The Enrolment fee is non-transferrable in all circumstances, and only refundable during the cooling-off period.

C. Outstanding Payments / Non-Payment of Fees

Students with outstanding accounts may be temporarily or permanently excluded from the school; and/or late payment fees being charged until such time as their accounts are current. Continued outstanding accounts may lead to the exclusion of the student, withholding of documents, such as reports, references and/or official examination results, and claims for lost fees made against the family. If any payment remains due upon withdrawal from XCL American Academy, transcripts, transfers, or other records may be withheld until full payment is received.

SCHEDULE E
SECTION 3

REFUND EVENTS



The parties hereby acknowledge and agree to the terms stated in this Contract.

SIGNED by the PEI

Kenneth M. Fernandez

Authorised Signatory of the PEI

Name: Ken Fernandez

Date:

SIGNED by the Contracting Party

Name of Contracting Party:

Date:

Sample

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

This document sets out the basis which XCL American Academy may collect, use, disclose or otherwise process personal data of students, parents and/or legal guardians in accordance with the Personal Data Protection Act (“PDPA”). This document applies to personal data in XCL American Academy’s possession or control, including personal data in the possession of organizations which XCL American Academy has engaged to collect, use, disclose or process personal data for the purposes set out below.

To process, administer and/or manage your enrolment or your child’s enrolment with XCL American Academy as a student of XCL American Academy, XCL American Academy will necessarily need to collect, use, disclose and/or process personal data belonging to you and/or your child. Such personal data includes information about you and/or your child set out in our application forms and documents and any other personal information provided by you, possessed by us or that we obtain about you and/or your child, whether now or in the future.

Your failure to supply certain personal data to us (or if we are not permitted by you to process your or your child’s personal data), may/would result in us being unable to process, administer and/or manage your child’s enrolment with us. Depending on the extent by which you do not permit us to process your or your child’s personal data or the extent of personal data which you do not provide to us, it may mean that we will not be able to process, administer and/or manage your child’s enrolment.

We will/may collect, use, disclose and/or process your or your child’s personal data for one or more of the following purposes:

- a. considering and/or processing your or your child’s admission to XCL American Academy including but not limited to administering our entrance examinations and collecting your employment history and records for verification purposes;
- b. facilitating, processing, dealing with, administering, managing and/or maintaining your or your child’s enrolment with us, including but not limited to processing and/or administering tuition fee-related matters, applications to withdraw enrolment, academic curriculum matters and applying for overseas travel insurance for students;
- c. administering, processing and/or managing your or your child’s application(s) for government subsidies, awards, scholarship, financial assistance, grants or bursaries;
- d. supporting, managing and/or advising on your or your child’s studies, development, well-being, health, medical needs and safety such as but not limited to providing student support services, counselling and careers advice;
- e. administering and/or managing activities and/or events organized by XCL American Academy;
- f. administering and/or managing the use of facilities including but not limited to your or your child’s accommodation needs at our dormitories (where applicable);
- g. facilitating, processing, dealing with and/or administering your or your child’s admission application to a university/school including but not limited to disclosing your or your child’s test scores, academic transcripts and medical records that are in our possession to the relevant university/school;
- h. conducting publicity and/or developing promotional materials to publicize XCL American Academy including but not limited to publishing your or your child’s image and/or personal data on public media platforms and XCL American Academy’s promotional materials. Consent will be obtained where images can clearly identify your child, and where your child can be considered to be the main subject matter;
- i. carrying out your instructions or responding to any enquiry given by (or purported to be given by) you or on your behalf;
- j. contacting you or communicating with you via phone/voice call, text message and/or fax message, email and/or postal mail for the purposes of administering and/or managing your or your child’s enrolment with us such as but not limited to communicating information to you related to XCL American Academy events, studies, training and competition arrangement, fees and boarding and communicating with your child and/or you in the event of public transport disruptions. You acknowledge and agree that such communication by us could be by way of the mailing of correspondence, documents or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages;
- k. carrying out due diligence or other screening in accordance with any legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;
- l. to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether relating to your or your child’s enrolment with us or any other matter arising from your or your child’s enrolment with us, and whether or not there is any suspicion of the aforementioned;
- m. complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on us and/or for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which we are expected to comply;
- n. complying with or as required by any request or direction of any governmental authority; or responding to requests for information from public agencies, ministries, statutory boards or other similar authorities. For the avoidance of doubt, this means that we may/will disclose your or your child’s personal data to the aforementioned parties upon their request or direction;
- o. conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our support programs, services and facilities in order to enhance your or your child’s enrolment with us or for your benefit, or to improve any of our services for the benefit of our students;

- p. storing, hosting, backing up (whether for disaster recovery or otherwise) of your and your child's personal data, whether within or outside Singapore;
- q. administering disciplinary and security matters and/or arrangements including but not limited to the administration and provision of student passes; and
- r. maintaining and promoting your or your child's/ward's alumnus relationship with us by informing and inviting you or your child to activities and events organized by us, and providing updates and communications between students, staff and parents, including not limited to updates on online platforms, classroom learning, portfolio software, admissions, marketing, and school administration of XCL American Academy by phone/voice call, short text message, email and/or postal mail. (collectively, the "Purposes").

We may/will also be collecting from sources other than yourself, personal data about you, for one or more of the above Purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the above Purposes.

XCL American Academy may/will need to disclose your or your child's personal data to third parties, whether located within or outside Singapore, for one or more of the above Purposes, as such third parties, would be processing your or your child's personal data for one or more of the above Purposes. In this regard, you hereby acknowledge, agree and consent that we may/are permitted to disclose your or your child's personal data to such third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently collect, use, disclose and/or process such personal data for one or more of the above Purposes. Without limiting the generality of the foregoing or of paragraph 4, such third parties include :

- a. our associated or affiliated organizations or related organizations;
- b. any of our agents, contractors or third party service providers that process or will be processing your or your child's personal data on our behalf including but not limited to those which provide administrative or other services to us such as mailing houses, telecommunication organizations, information technology organizations; data centers and academic and examination administration centers;
- c. third parties to whom disclosure by XCL American Academy is for one or more of the Purposes and such third parties would in turn be collecting and processing your personal data for one or more of the Purposes; and
- d. public and governmental / regulatory authorities and statutory boards.

For the avoidance of doubt, where XCL American Academy is required to transfer your or your child's personal data outside of Singapore as stated above in paragraph 6, XCL American Academy shall take such steps to ensure that the receiving organization is bound by legally enforceable obligations such as:

- a. where the receiving party is an associated or affiliated organization or related organization, a set of binding corporate rules; and where the receiving party is an unrelated third party; a contract or written agreement;
- b. to provide a standard of protection to the personal data so transferred that is comparable to the standard of protection afforded under the PDPA.

For the avoidance of doubt, in the event that Singapore personal data protection law permits an organization such as us to collect, use or disclose your or your child's personal data without your consent, such permission granted by the law shall continue to apply.

Questions

If you have any questions relating to our collection, use and disclosure of your personal data or the matters set out in this document, you may contact our Data Protection Officer at davidm@xcl.edu.com.

SIGNED by the Contracting Party

Name of Contracting Party:

Date: