

RECRUITMENT MANAGEMENT SERVICES AGREEMENT

between

STATE UNIVERSITY OF NEW YORK AT STONY BROOK

and

ANHUI SKYING EDUCATION CONSULTING

This **Recruitment Management Services Agreement** ("**Agreement**") is made and entered into as of **March 1, 2024** ("**Effective Date**"), by and between the State University of New York, an educational corporation existing under the laws of the State of New York and having its office and principal place of business located at H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, by and on behalf of Stony Brook University ("**SBU**"), whose address is 100 Nicolls Road, Stony Brook, New York, United States of America ("**U.S.**"), and Anhui Skying Education Consulting Co., Ltd ("**Skying**"), a limited liability company established under the laws of the People's Republic of China ("**PRC**"), whose address is 1-311, Jincheng Huaifu Building, No. 297 Changjiang West Road, Shushan District, Hefei, Anhui Province, PRC. SBU and Skying are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Skying desires to perform certain services to SBU, and SBU agrees to compensate Skying or reimburse expenses for services rendered by Skying, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Services.** Skying will provide to SBU those Services ("**Services**") as further described in the Scope of Work, attached hereto as Appendix A and incorporated herein by reference.
2. **Relationship of the Parties.** At no time shall the employees, any independent contractors engaged by Skying and/or the employees of any such independent contractors be considered employees of SBU. Skying shall be responsible for complying with any and all PRC laws and regulations with respect to employees. This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between the Parties. Each Party shall be deemed to be and shall be an independent contractor of the other Party. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other Party.
3. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until **August 31, 2025**. SBU's obligation to make any outstanding payments for services rendered by Skying will survive the expiration of this Agreement.
4. **Payment.** In consideration of the Services rendered by Skying, SBU agrees to pay Skying in accordance with the Payment Terms, attached hereto as Appendix B and incorporated herein by reference.
5. **Intellectual Property.** Except as expressly provided herein, the Parties acknowledge and agree that all intellectual property of SBU and its subsidiaries and affiliates, including, without limitation, its trade name(s), curriculum, education and research product designs, and trade dress, trademarks, patents,

copyrights and trade secrets ("**Intellectual Property of SBU**") shall remain the intellectual property of SBU and that Skying shall not have any rights, interests or other entitlements with respect thereto because of the transactions contemplated by this Agreement. SBU shall retain the intellectual property rights to any and all original materials developed for, and presented by SBU Representatives for each Event (as such terms are defined in Appendix A). Skying is also strictly prohibited from the distribution of any materials provided by SBU to Skying related to this Agreement without the execution of a separate written agreement relating to such use and distribution of materials.

6. **Use of Name for Publicity.** Neither Party shall use the name of the other Party, including the name(s) of any of its assigned representative(s), advertising or promotional material, regardless of form or language used or the geographic region being distributed in, without the advance review and prior written approval of the other Party.
7. **Non-Exclusivity.** This Agreement is expressly limited to the relationship between Skying and SBU with respect to the undertakings specifically described herein. Nothing herein shall prevent SBU from collaborating with other entities or partners in the PRC or any foreign country on the same or similar events or programs or activities containing same or similar content of any nature.
8. **Adverse Publicity/Non-Disparagement.** Each Party agrees not to act in any manner which may, or would reasonably be expected to, harm, reflect unfavorably upon the good name, goodwill, reputation or image of the other Party during the Term, regardless of the language employed, medium used or the geographic region the action may take place.
9. **General Prohibitions.** Unless expressly and specifically authorized in writing by SBU in advance, Skying is prohibited from engaging in any of the following:
 - 9.1. presenting as an SBU employee or agent or otherwise holding him/herself out as an employee or agent of SBU;
 - 9.2. incurring any debt or obligation on behalf of SBU;
 - 9.3. *entering into any contract, arrangement, or transaction which binds SBU to any extent or creates any obligation on SBU; and/or*
 - 9.4. utilizing SBU's name, credit, reputation, good-will, intellectual property, resources, and/or assets for any purpose without prior and explicit written approval of SBU.
10. **Recruitment Prohibitions.** In providing the Services, Contractor shall NOT engage in the following activities:
 - 10.1. Facilitate applications from prospective students who Contractor knows or should reasonably know, do not comply with visa requirements;

- 10.2. Engage in any dishonest practices, including suggesting to prospective students that they can come to the United States on a student visa with a primary purpose other than Full-time study;
- 10.3. Offer any guarantees or make any promises to prospective students about whether they will be granted a student visa;
- 10.4. Give *inaccurate information to a prospective student including about the fees and charges payable to SBU;*
- 10.5. Charge any fee to a prospective Student for their application to SBU or acceptance of an offer, other than those pertinent to SBU's international admissions process, or take any portion of a prospective Student's scholarships or other financial aid as fee-for-service;
- 10.6. Unless authorized by SBU in writing, offer any guarantees to prospective students about the likelihood of awards of financial aid or scholarships;
- 10.7. Require prospective students to forfeit their right to transfer from one institution or program to another once in the host country;
- 10.8. Handle and submit student academic records, complete student applications on their behalf, pose as the student via e-mail or other communications, or access prospective students' application accounts;
- 10.9. Offer any guarantees to prospective students about whether they will be granted admission at SBU;
- 10.10. Offer any guarantees to prospective students as to the likelihood of their obtaining employment following their completion of any of SBU's educational programs;
- 10.11. Take any action which Contractor now or reasonably should know would result in SBU's non-compliance with Laws, including but not limited to U.S. and New York Laws and the laws of the country(ies) in which Contractor operates;
- 10.12. Engage in false or misleading advertising or recruitment practices;
- 10.13. Make any inaccurate claims of association of SBU with any other education provider;
- 10.14. Give any inaccurate information to a prospective Student including with regard to acceptance into an Academic Program for which they applied or into any other Academic Program;
- 10.15. Make any false or misleading comparisons between the SBU and any other educational institution; or
- 10.16. Handle any SBU tuition or fees.

11. **Ethical Principles.** Contractor represents and warrants that it has read and agrees to comply with those statements of ethical principles and best practices related to International Student recruitment, as such statements are further contained below, as they may be amended from time to time:
 - 11.1. NACAC'S Guide to Ethical Practice in College Admission:
https://www.nacacnet.org/wp-content/uploads/NACAC-Guide-to-Ethical-Practice-in-College-Admission_Dec.-2023_FINAL.pdf
 - 11.2. NAFSA's Statement of Ethical Principles
https://www.nafsa.org/sites/default/files/media/document/ethical_principles.pdf
 - 11.3. AIRC Educational Agency Certification Standards
<https://static1.squarespace.com/static/5d1cea1f24c080000113b415/t/60ddeacaff93c4637e7fa48b/1625156299111/AIRC+Standards+2021+font.pdf>
12. **No Permanent Establishment.** The Contractor's employees and physical establishment do not constitute a permanent establishment of SBU. At all times, *when carrying out Services in this Agreement, Contractor will represent itself in its own corporate capacity and name, and not in the name of SBU.*
13. **Limitation of Liability.** Skying expressly waives all rights, interests, and claims against SBU for indirect, incidental, special, punitive, or consequential damages, including lost profits, arising out of or relating to this Agreement.
14. **Indemnification.** Skying shall indemnify, defend, and reimburse SBU, its affiliates, subsidiaries, officers, directors, employees, and agents from, for and against any and all liability, loss, cost and expense (including, without limitation, reasonable attorneys' fees and costs) in any way arising out of Skying's breach of contract, a violation of law, willful misconduct, gross negligence, or its negligent performance of its duties pursuant to this Agreement. In the event of any claims, actions, or proceedings that may result in indemnification under this Section, Skying shall promptly notify SBU in writing and keep SBU fully informed throughout the process. SBU shall have the right to participate in, make decisions regarding, and approve any defense or settlement of such claims, with Skying obligated to provide all necessary information and cooperation.
15. **Insurance.** At all times during the term of this Agreement, Skying, at its own expense, shall maintain professional liability insurance in the amount of \$1,000,000. If such insurance is issued on a claims-made basis, Skying must purchase, at its sole expense, tail coverage for three (3) years after expiration of this Agreement.

Skying shall provide at least thirty (30) days' prior written notice in the event of cancellation, non-renewal or material modification. If at any time the insurance policy should be cancelled, terminated, or altered so that insurance is not in effect

as required, then, if SBU shall so direct, Skying shall suspend performance of the work covered in this Agreement.

All policies of insurance are required to be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance and/or self-retention carried by SBU. Upon the commencement date of this Agreement, and each anniversary date thereof, Skying shall provide SBU with a Certificate of Insurance evidencing the foregoing coverages.

16. **Compliance with Laws.** Each Party agrees to perform (including with respect to the taking of action or refraining from taking action) its obligations under this Agreement in accordance with applicable laws, regulations, rules, policies and procedures of the country and/or local region governing each Party. Each Party agrees that, in connection with this Agreement, it will take no action, or omit to take any action, which would cause another Party to be in violation of the applicable laws of the U.S. and PRC, including but not limited to U.S. non-discrimination laws, export control and anti-boycott laws and regulations, the U.S. Foreign Corrupt Practices Act, and other similar applicable laws of the PRC.

17. **Data Privacy**

- 17.1. Skying warrants any information relating to an identified or identifiable natural person (“**Personal Information**” or “**PI**”) that Skying uses, collects, retains, stores, secures, discloses, transfers, disposes of, or otherwise processes in relation to the products and services subject to this Agreement will be processed in compliance with any applicable laws, regulations, and other legal requirements relating to (a) privacy and information security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Information (“**PI Protection Requirements**”). Upon request, Skying will make available reasonable information necessary to demonstrate compliance with the obligations of any PI Protection Requirements.
- 17.2. Skying is, and at all prior times was, and for all times during the term of this Agreement, will remain, in material compliance with all PI Protection Requirements. To ensure compliance with the PI Protection Requirements, Skying has in place, complies with, and takes appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Information. Skying further certifies that neither it nor any subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the PI Protection Requirements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any PI Protection Requirements; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any PI Protection Requirements.

- 17.3. With respect to personal data subject to the PRC Personal Information Protection Law (“PIPL”), if data containing Personal Information (as defined by the PIPL) must be transmitted by one Party to the other Party in furtherance of the activities provided for in this Agreement, both Parties agree to be responsible for compliance with regard to such Personal Information relative to their own respective obligations in accordance with PIPL, including but not limited to: 1) adopting and maintaining PIPL compliant privacy policies in English and Chinese; 2) identifying a legitimate legal basis for handling the Personal Information; 3) entering into additional data handling addendum(s) as necessary to address cross-border transfer obligations under the PIPL; and 4) establishing internal organizational policies, conducting employee trainings, and engaging in regular privacy audits.
- 17.4. Skying further agrees that before engaging in any cross-border transfer of Personal Information to any third-party entity outside of China, including but not limited to SBU, Skying shall: 1) provide the individual whose Personal Information is being transmitted with specific information about the transfer and obtain separate consent as may be required under the PIPL; 2) ensure that the entity outside of China can provide the same level of protection as may be required under the PIPL; and 3) carry out a *personal information impact assessment* as may be required under the PIPL.
18. **Restricted Parties & Entities.** It is SBU's intention to abide by the applicable restrictions of the Office of Foreign Assets Control (“OFAC”) U.S. Embargoes and Sanction Programs, which may include financial transactions of any kind, and/or providing services of any kind, including consulting services. Furthermore, SBU will not engage with parties or entities on any U.S. Government Watch List of Restricted or Denied Parties. SBU reserves the right to immediately terminate this Agreement if an identified restricted or denied party or entity is engaged.
19. **Termination.**
- 19.1. **Termination without cause:** This Agreement and all activities described as responsibilities of both Parties to this Agreement may be terminated by either Party without cause upon one (1) month’s written notice to the other Party.
- 19.2. **Immediate termination in the event of a policy or adverse change:** SBU or Skying may immediately terminate this Agreement in the event of a change in law, regulation, or policy in the U.S. and/or the PRC that results in an adverse impact on the Program operations.
- 19.3. **Termination in the event of funding out:** In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any performance due by SBU under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to SBU or any kind whatsoever.

- 19.4. **Termination with cause:** If a Party breaches any obligation or defaults on any conditions contained in this Agreement, the non-defaulting Party has the right to terminate the Agreement if the defaulting Party does not take any actions to cure the defect(s) within ten (10) calendar days of receiving written notice from the non-defaulting Party.
20. **Governing Law.** This Agreement shall be construed, governed, and interpreted by and in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof, and the Parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of New York (U.S.).
21. **Disputes.**
- 21.1. If a difference or dispute arises out of or in connection with this Agreement:
- 21.1.1 the disputing Party will provide written notice to the other Party at the address set forth above, setting out the matters giving rise to the difference or dispute and the relief sought (“**Notice**”);
- 21.1.2 within thirty (30) calendar days of receiving such Notice, the recipient shall provide a written reply to the disputing Party, setting out the recipient’s response to the matters set out in the Notice and any additional matters the recipient considers relevant (“**Reply**”);
- 21.1.3 the Parties shall, in good faith and using all commercially reasonable efforts, seek to resolve the dispute within sixty (60) calendar days after the date on which the disputing Party received the Reply, including by involving senior management of both Parties.
- 21.2. No Party may commence any court proceedings in relation to any difference or dispute arising out of this Agreement until it shall have attempted to settle the same by use of the dispute resolution process in Section 21.1 and either that procedure has been exhausted, or the other Party has failed to participate in the procedure.
- 21.3. The provisions of this Section shall not affect a Party’s rights to initiate court proceedings if the difference or dispute is not resolved pursuant to Section 21.1.
22. **Force Majeure.** No Party shall be responsible or liable for any default in performance of its obligations under this Agreement, if such default in performance arises directly or indirectly from causes beyond the reasonable control of that Party, including, but not limited to, fire, flood, war, embargo, strike, boycott, lockout, accident, explosion, fire, riot, insurrection, terrorist act, epidemic, pandemic, Act of God, or other action by governmental authority, other than by reason of an act or omission of the Party, but only to the extent and for the duration that the cause prevents performance of the obligation.

23. **Headings**. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions.
24. **Severability**. If any provision of this Agreement not essential to accomplishing its purposes is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
25. **Notices**. Any notice to be given hereunder shall be given in writing to the addresses indicated below. Notice shall be deemed received after 14 calendar days if sent via first class mail delivery, after 7 calendar days if sent via overnight delivery service, or upon delivery if personally served.
26. **Assignments and Amendments**. This Agreement may not be amended in any respect unless done in writing and signed by authorized representatives of all the Parties. No Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other Party.
27. **Entire Agreement**. This Agreement, along with its appendices, constitute the entire agreement between the Parties and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, relating to the performance of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

Signed for and on behalf of Anhui Skying Education Consulting:

Tiany Wang

Name: Tianyi Wang

Title: CEO

Date: 02 / 28 / 2024

Signed for and on behalf of State University of New York at Stony Brook:

Mary H La Corte

Name: Mary H La Corte

Title: Assistant Director, Procurement

Date: 12/2/24

Appendix A - Scope of Work

1. Assisting SBU in Management of SBU's Direct Contractors

- 1.1. Training SBU's direct contractors in the People's Republic of China (PRC) including the Hong Kong Special Autonomous Region (SAR) and Macao SAR ("**Direct Contractors**") to recruit persons who are neither U.S. citizens nor U.S. permanent residents who reside in a country outside the U.S., who are or intend to be temporarily in the U.S. on non-immigrant visas, and who are ineligible for federal financial aid as of their date of application to SBU ("**International Students**") as per SBU's requirements and standards;
 - 1.1.1. Direct Contractors include without limitation Beijing New Oriental Vision Overseas Consulting, Shinyway International Education Group, Bright Can Achieve, Global Education Alliance, and Huatong Xinnuo International Cultural Exchange Center;
 - 1.1.2. Where Director Contractors recruit International Students in multiple countries, Skying will provide support to Director Contractor's operations in those respective countries, to the extent permissible under applicable laws; and
 - 1.1.3. Upon written notice to Skying, SBU may add or remove Direct Contractors at any time at SBU's sole discretion;
- 1.2. Attending the Direct Contractors' recruitment events and fairs and assisting Direct Contractors in promoting SBU at such events and fairs;
- 1.3. Assisting SBU in communication with the Direct Contractors;
- 1.4. Responding to any queries from the Direct Contractors as per SBU's requirements and standards;
- 1.5. Assisting SBU in overseeing the Direct Contractors' student recruitment processes;
- 1.6. Assisting SBU in assessments of the Direct Contractors; and
- 1.7. Assisting SBU in expanding new recruitment partnerships.

2. Marketing Management and Support Related to the Student Recruitment Activities

- 2.1. Participating in various SBU-approved marketing activities and accurately conveying admission information to the Direct Contractors;
- 2.2. Assisting SBU in designing and producing marketing materials as per SBU's requirements and standards;

- 2.3. Providing guidance and suggestions for marketing materials produced by Direct Contractors; and
- 2.4. Monitoring content related to SBU's trademarks, public information, and reputation within the PRC, and reporting any instances of misinformation or infringement to SBU in a timely manner.

3. Brand and Public Relationship Support Related to Student Recruitment Activities

- 3.1. Assisting SBU in planning, organizing, and executing influential brand-building activities in the PRC as per SBU's requirements and standards to support student recruitment activities, including but not limited to annual education expos, SBU information sessions, alumni and partner activities; and
- 3.2. Assisting SBU in identifying suitable media channels and marketing partners in the PRC and providing innovative media and advertising strategies as per SBU's requirements to further support SBU's student recruitment activities in China.

4. Student Recruitment Support

- 4.1. Assisting Direct Contractors to recruit persons who are residents of a country other than the U.S. and who intend to become, or who have taken steps toward becoming, International Students ("**prospective students**") whom Direct Contractors have identified, in accordance with Direct Contractors' respective agreements with SBU ("**Contractor-Identified prospective students**");
- 4.2. Referring prospective students who are not Contractor-Identified prospective students directly to SBU;
- 4.3. Providing support (remotely or in-person, at SBU's direction) for SBU's events for admitted International Students and/or prospective students;
- 4.4. Providing support for SBU's online and in-person programs and marketing activities;
- 4.5. Printing SBU's materials related to International Student recruitment;
- 4.6. Providing translation and interpretation services related to International Student recruitment; and
- 4.7. Providing other services related to International Student recruitment as requested by SBU.

Appendix B - Payment Terms

1. **Definitions.** Terms used with initial capitals that are not otherwise defined in this Appendix have the meaning ascribed to them in the Management Services Agreement ("Agreement") to which this Appendix B is an integral part.

2. **Student Body.** This Appendix B applies to undergraduate and graduate International Students enrolled at SBU who are: (1) citizens of the PRC; (2) recruited by Direct Contractors; and (3) eligible for Contractor Fees in accordance with Direct Contractors' respective agreements with SBU ("Skying-Managed Students"), after the Effective Date of the Agreement, for the semesters of enrollment as follows:

SBU Programs		Semesters
Academic Programs	Undergraduate Programs: all programs for both freshman & transfer	Fall 2024; Spring 2025; and Fall 2025
	Applicable Master Programs	Fall 2024; Spring 2025; and Fall 2025
IEC Program		Summer/Fall 2024; Spring 2025; and Summer/Fall 2025

3. **Fee.** This Appendix B applies to the SBU programs listed below. SBU will pay Skying a fee, calculated in accordance with this Section, for each Skying-Managed Student when paying Contractor Fees to the Director Contractors per their respective agreements with SBU. The fee is based on SBU's net tuition, excluding other fees, for the prevailing Academic Year available at <https://www.stonybrook.edu/bursar/tuition> and actually received by SBU, minus any applicable discounts, waivers, grants or scholarships granted by SBU.

SBU Programs		Percentage
Academic Programs	Undergraduate Programs	10%
	Master Programs	10%
IEC Program		0%

For clarity, SBU will pay Skying the respective fee for Skying-Managed Students who also enroll in an Academic Program during the semester(s) of enrollment specified in Section 2 following the IEC program.

4. **Reimbursement.** SBU will reimburse Skying for certain actual reasonable and necessary expenses which are directly related to Skying's provision of Services described in Appendix A Scope of Work, provided that Skying obtains express written authorization from SBU in advance of incurring such expenses in amounts not to exceed **US\$ 200,000** cumulatively during the Term. These expenses may include, but are not limited to, expenses related to travel, and other expenses as agreed upon in writing by the Parties. Approved expenses incurred by Skying with a pre-authorized

markup will be reimbursed by SBU within one month of receiving the copies of invoices and/or receipts from Skying.