

## APPENDIX A

### FINANCIAL TERMS

#### 1. Definitions

Terms used with initial capitals that are not otherwise defined in this Appendix have the meaning ascribed to them in the International Student Recruitment Agreement ("**Agreement**") to which this Appendix is an integral part.

#### 2. Term

2.1 The Initial Term of the Agreement shall commence on the Effective Date: March 1, 2025. The Contractor Fees apply to Contractor-Identified Students who enrolled in the University, with the earliest enrollment starting as follows:

University Programs		Earliest Semester
Academic Programs	Undergraduate Programs: freshman & transfer	Fall 2025
	Master Programs	Fall 2025
ESL Program		Fall 2025

2.2 The Contractor Fees will be paid throughout the Initial Term and Tail Phase for Contractor-Identified Students who submitted applications before the expiration of the Term and enrolled in a University Program in the Tail Phase. During the Tail Phase, University will continue to receive all Services under the Agreement from Contractor. This provision shall survive the termination or earlier expiration of this Agreement.

2.3 University will communicate Excluded Programs to Contractor in writing, and no fee will be payable by University to Contractor with respect to Contractor-Identified Students who are recruited to Excluded Programs after the transmission of such written communication. In the event that University notifies Contractor of Excluded Programs, University will pay Contractor for Contractor-Identified Students who submitted applications prior to the date University provided such notice.

#### 3. Contractor Fees

##### 3.1 Contractor Fee Table

3.1.1 These financial terms in this Appendix apply to University Programs below, except with an exception to certain University Programs offered outside of the United States of America as specified in **Section 1.1** of the Agreement. University will pay Contractor a fee calculated in accordance with this section for each Contractor-

Identified Student who is (1) recruited by Contractor; (2) enrolled in a University Program; and (3) has paid the respective tuition and fees to University.

University Programs		Percentage	Duration
Academic Programs	Undergraduate Programs	15% of Net Tuition	First Academic Year
	Master Programs	15% of Net Tuition	First Academic Year
IEC Program		20% of Net IEC Program Fees	Entire Duration of IEC Program

- 3.1.2 For each Contractor-Identified Student enrolled in a University Program, University shall pay to Contractor an amount equal to the relevant percentage in the table above.
- 3.1.3 No fee will be payable by University to Contractor after the First Academic Year. If a Contractor-Identified Student enrolls in a University Program for one (1) semester and subsequently for any reason is not enrolled in a University Program for a second consecutive semester, Contractor Fees will be calculated based on the Net Tuition of only the first semester.
- 3.2 For Academic Programs, for each Contractor-Identified Student enrolled in a Undergraduate Program or Graduate Program, University shall pay to Contractor an amount equal to the relevant percentage in the table above. This percentage is calculated based on the Net Tuition of each semester for the corresponding course or program of study. In the event that the course or program of study is less than one year in duration, the fee payable to Contractor for each Contractor-Identified Student will be an amount equal to the relevant percentage in the table above of the Net Tuition for that entire course or program of study during Fall or Spring semesters not including intersessions (“**Undergraduate Fee**” or “**Graduate Fee**”).
- 3.3 For IEC Program, for each Contractor-Identified Student enrolled in a University IEC Program, University shall pay to Contractor an amount equal to the relevant percentage in the table above, which is calculated based on the Net IEC Program Fees (“**IEC Program Fees**”). For clarity, University will pay Contractor for Undergraduate Fee and Graduate Fee for Contractor-Identified Students that the Contractor has recruited to the IEC Program who also enroll in a Academic Program in the semester that immediately follows their completion of the IEC Program.
- 3.4 No fee will be payable by University to Contractor if one of the following conditions are met:
  - 3.4.1 A student recruited by Contractor withdraws from his or her Academic Program(s) before the end of the semester add/drop period;

- 3.4.2 A student recruited by Contractor who secures a medical withdrawal or medical leave of absence beyond the semester add/drop date and where the University issued a refund of tuition and fees to such student;
  - 3.4.3 A student recruited by Contractor does not pay their tuition in full. If a student does not pay their tuition, either because the student has not paid in full or is on the University's tuition installment plan, the fee will be payable in the following semester based on the amount of tuition University collected;
  - 3.4.4 A student recruited by Contractor is accepted by University but is not granted a visa;
  - 3.4.5 A student recruited by Contractor is eligible to receive Title IV program funds under the Higher Education Act of 1965 or superseding legislation;
  - 3.4.6 A student was previously enrolled at University before the Effective Date of the Agreement; or
  - 3.4.7 A student applies to and enrolls in an Excluded Program after the date University has notified Contractor in writing of an Excluded Program in accordance with Section 2.3.
- 3.5 University will not pay Contractor any fees for subsequent Academic Programs at the same or a higher academic level for a student who was previously enrolled at the University. However, University will pay Contractor if a student who previously applied to or was admitted but did not ultimately enroll re-applies and enrolls in an Academic Program at the same or a higher academic level.
- 3.6 No fee will be payable by University to Contractor where the student is recruited through University's own international student recruitment channels and efforts within the United States or abroad.
- 3.7 In the event there are multiple recruiters, including Contractor, who claim to have recruited a student, such discrepancies will be resolved by asking the student to identify the individual and entity responsible for his or her recruitment to University.

#### **4. Payment of Contractor Fees**

- 4.1 The Parties will promptly meet following the commencement of each semester to reconcile payment amounts with respect to Contractor-Identified Students recruited during the current semester.
  - 4.1.1 Contractor will provide reports in writing on all Contractor-Identified Students promptly after the commencement of each semester. Such reports will include each Contractor-Identified Student's full name, date of birth, an attestation that

Contractor recruited each Contractor-Identified Student, and any other information requested by University as University may need to verify that students are Contractor-Identified Students.

4.1.2 University will review the Contractor reports and will confirm the details of any change to the enrollment status of Contractor-Identified Students, including reasonable evidence to support the changes.

4.2 Following each reconciliation, Contractor will invoice the University in accordance with the terms of the Agreement for Contractor-Identified Students recruited during the current semester as well as any agreed-upon unpaid amounts previously incurred by the University. All payments will be made in United States Dollars within thirty (30) days following receipt and approval of a proper invoice which shall not be issued until after the add/drop date for each semester within an Academic Year. Contractor will issue the invoice to the University, and University will pay Contractor based on the dates indicated below:

	Fall Intake	Spring Intake
Invoice Date:	On or about 25 October	On or about 25 February
Payment Due:	25 November	25 March

4.3 Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

4.4 Contractor will promptly refund such overpayments to University in the following circumstances:

4.4.1 When University is required to adjust any amounts it has already paid to Contractor based on post add/drop withdrawals;

4.4.2 When University has otherwise made an overpayment to Contractor.

University may also deduct such overpayment amounts from future amounts owed the Contractor. The Parties will only make payment adjustments one (1) semester after the invoice is received by University, including after the expiration of the Term.

**5. Expenses**

- 5.1 Contractor will be responsible for any and all expenses incurred in performing the Services, including travel costs associated with visiting University unless otherwise agreed in writing.
- 5.2 If University decides to participate in recruitment activities organized by Contractor, such as recruitment trips or fairs, University will be responsible for any and all expenses associated with participating in the activities.