

Amendment to the International Recruitment Services Agreement

This Amendment to the International Student Recruitment Agreement (the "Amendment") is entered into on November 1, 2025 (the "Effective Date") by and between Global Education Alliance Limited ("Contractor") an international student recruitment corporation in Hong Kong, whose address is Room B, 15/F King Wing Plaza 1, 3 On Kwan Street, Shatin, N.T., Hong Kong, and 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 ("University"), whose address is 100 Nicolls Road, Stony Brook, New York, United States of America ("U.S." or "United States"). Contractor and University shall each be referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, the Parties entered into that certain International Student Recruitment Services Agreement Between Global Education Alliance Limited and the State University of New York dated March 1, 2024 (the "Agreement") to recruit International Students for enrollment at the University;

WHEREAS, the Parties desire to amend the Agreement as set forth herein;



NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify the original Agreement as follows:

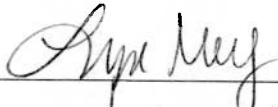
1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Amendment.** The Agreement is amended as follows:
 - a. **Appendix A: Financial Terms.** The Parties agree to replace "Appendix A: Financial Terms" with the revised "Amended Appendix A: Financial Terms," attached here as Exhibit A and incorporated herein by reference.
3. **Conflict.** In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
4. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date written above.

For Contractor:

For the University:

By:  
Printed Name: Freeman Yeung
Title: Founder and CEO
Dated: January 06, 2026

By: 
Printed Name: Lynn Meyer
Title: Assistant Director, Procurement
Dated: 2/4/26

AMENDED 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. The Contractor Fees apply to Contractor-Identified Students enrolled in the University after the Effective Date, with the earliest enrollment starting as follows:

University Programs		Earliest Semester
Academic Programs	Undergraduate Programs: freshman & transfer	Fall 2024
	Master Programs	Fall 2024
IEC Program		Summer 2024

- 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. Minimum Recruitment Expectation

- 3.1 Prior to each Fall Semester, University will communicate to Contractor in writing, using the template in Exhibit 1 ("Minimum Recruitment Expectation and Additional Compensation Template"), which is attached hereto and incorporated herein by reference, a minimum number of Contractor-Identified Students Contractor must recruit to an Academic Program for the upcoming Academic Year ("**Minimum Recruitment Expectation**").
- 3.2 Using the template in Exhibit 1, University may communicate to Contractor, along with

the Minimum Recruitment Expectation, a minimum number of Contractor-Identified Students who must enroll in one or more specified Academic Programs. Failure of the specified minimum number of Contractor-Identified Students to enroll in each specified Academic Program will result in failure to meet the Minimum Recruitment Expectation, even if the overall number of Contractor-Identified Students who enroll at the University is greater than the total number specified in the Minimum Recruitment Expectation.

- 3.3 If one or more of the conditions under Section 4.4 of this Appendix are met with respect to a student, such student shall not be counted toward meeting the Minimum Recruitment Expectation.
- 3.4 Any Contractor-Identified Student whom Contractor recruits to the IEC Program will not be counted toward meeting the Minimum Recruitment Expectation unless and until such Contractor-Identified Student enrolls in an Academic Program in the semester that immediately follows their completion of the IEC Program.
- 3.4.1 In the event such Contractor-Identified Student whom Contractor recruits to the IEC Program also enrolls in an Academic Program in the semester that immediately follows their completion of the IEC Program, such Contractor-Identified Student may be counted toward meeting the Minimum Recruitment Expectation at the time such Contractor-Identified Student enrolls in the Academic Program.
- 3.5 Failure to meet the Minimum Recruitment Expectation for the Academic Year will be a material breach of the Agreement, in which case the University reserves the right to terminate the Agreement with immediate effect upon written notice to Contractor.

4. Contractor Fees

4.1 Contractor Fee Table

- 4.1.1 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

- 4.1.2 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.
- 4.1.3 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.
- 4.2 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**").
- 4.3 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 an Academic Program in the semester that immediately follows their completion of the IEC Program.
- 4.4 No fee will be payable by University to Contractor if one of the following conditions are met:
- 4.4.1 A student recruited by Contractor withdraws from his or her Academic Program(s) before the end of the semester add/drop period;
- 4.4.2 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;
- 4.4.3 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;
- 4.4.4 A student recruited by Contractor is accepted by University but is not granted a visa;

- 4.4.5 A student recruited by Contractor is eligible to receive Title IV program funds under the Higher Education Act of 1965 or superseding legislation;
 - 4.4.6 A student was previously enrolled at University before the Effective Date of the Agreement;
 - 4.4.7 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 of this Appendix; or
 - 4.4.8 A student is recruited through University's own international student recruitment channels and efforts within the United States or abroad.
- 4.5 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.
- 4.6 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.

5. Additional Compensation Structure

- 5.1 In addition to the Contractor Fees, Contractor may be eligible to receive additional compensation for each Contractor-Identified Student whom Contractor recruits to the Academic Programs within the Academic Year ("**Additional Compensation**").
- 5.2 To be eligible to receive Additional Compensation, Contractor must fully comply at all times with all statements of ethical principles and best practices related to International Student recruitment, as provided under Section 3 of the Agreement. In the event University determines, in University's sole discretion, that Contractor has not fully complied at all times with such statements of ethical principles and best practices, no Additional Compensation is payable to Contractor.
- 5.3 The Additional Compensation is payable to Contractor only where the total number of Contractor-Identified Students recruited by Contractor for the Fall Semester meets or exceeds a minimum threshold established by the University using the template in Exhibit 1 ("**Minimum Additional Compensation Threshold**").
- 5.3.1 For the avoidance of doubt, no Additional Compensation will be payable by University to Contractor where the number of Contractor-Identified Students enrolling in a University Program for the Fall Semester does not meet the Minimum Additional Compensation Threshold, regardless of the number of Contractor-Identified Students

recruited by Contractor who enroll in a University Program beginning in the Spring Semester.

- 5.4 If one or more of the conditions under Section 4.4 of this Appendix are met with respect to a student, such student shall not be counted toward meeting the Minimum Additional Compensation Threshold, and Contractor will not be eligible to receive any Additional Compensation with respect to such student.
- 5.5 Any Contractor-Identified Student whom Contractor recruits to the IEC Program will not be counted toward meeting the Minimum Additional Compensation Threshold, and Contractor will not be eligible to receive any Additional Compensation with respect to such Contractor-Identified Student, unless and until such Contractor-Identified Student enrolls in an Academic Program in the semester that immediately follows their completion of the IEC Program.
 - 5.5.1 In the event such Contractor-Identified Student whom Contractor recruits to the IEC Program also enrolls in an Academic Program in the semester that immediately follows their completion of the IEC Program, such Contractor-Identified Student may be counted toward meeting the Minimum Additional Compensation Threshold at the time such Contractor-Identified Student enrolls in the Academic Program, and Contractor may then be eligible to receive Additional Compensation with respect to such Contractor-Identified Student.
- 5.6 Using the template in Exhibit 1, University will communicate to Contractor in writing prior to each Fall Semester (1) the Minimum Additional Compensation Threshold and (2) the amount of Additional Compensation that the Contractor will be eligible to receive per Contractor-Identified Student (“**Additional Compensation Rate**”).
- 5.7 University may define multiple tiers of Additional Compensation Rates based on successively higher eligibility thresholds. Contractor will only be paid based on the Additional Compensation Rates for the specific tier the Contractor qualifies and will not be cumulative and inclusive of preceding tiers.
- 5.8 Contractor’s eligibility for an Additional Compensation will be determined when the Parties meet following the commencement of each semester to reconcile payment amounts, as provided for in Section 6 of this Appendix.
- 5.9 The Additional Compensation Rate for the Academic Year will be determined when the Parties meet following the commencement of the Fall Semester. The Additional Compensation Rate for the Academic Year will be based upon the number of Contractor-Identified Students enrolled in a University Program for the Fall Semester, regardless of the number of Contractor-Identified Students enrolled in a University Program for the Spring Semester.

6. Payment of Contractor Fees

- 6.1 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.

6.1.1 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.

6.1.2 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.

6.2 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

6.3 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.

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

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

6.4.2 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.

7. Expenses

- 7.1 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.
- 7.2 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.

EXHIBIT 1**MINIMUM RECRUITMENT EXPECTATION AND ADDITIONAL COMPENSATION
TEMPLATE**

[SBU Letterhead]

[DATE]

[COMPANY NAME]
[COMPANY ADDRESS]

Dear [NAME],

The International Student Recruitment Services Agreement (“Agreement”) that you (“Contractor”) entered into with Stony Brook University (“University”) indicates that the University will inform you of the Minimum Recruitment Expectation, Minimum Additional Compensation Threshold(s), and the Additional Compensation Rate(s) for each Academic Year.

This letter will provide such information pursuant to Appendix A (Financial Terms) of the Agreement.

1. **Applicable Academic Year:** The Minimum Recruitment Expectation, Minimum Additional Compensation Threshold(s), and Additional Compensation Rate(s) outlined in this letter are effective for the Academic Year beginning with the Fall Semester [YEAR] (“**Upcoming Academic Year**”).

2. Minimum Recruitment Expectation

As provided for in Appendix A: Financial Terms to the Agreement, the following are the Minimum Recruitment Expectations for the number of Contractor-Identified Students Contractor are expected to recruit to the listed Academic Program(s) for the Upcoming Academic Year.

Academic Program	Minimum Number of Contractor-Identified Students
<i>Template – for illustration purposes only, add or remove rows as needed</i>	

3. Minimum Additional Compensation Threshold

The Minimum Additional Compensation Threshold, as defined in Appendix A: Financial Terms to the Agreement, is[##] total Contractor-Identified Students for the Fall Semester of the Upcoming Academic Year.

4. Additional Compensation

As provided for in Appendix A: Financial Terms to the Agreement, University may define multiple tiers of Additional Compensation Rates based on successively higher eligibility thresholds. Contractor will only be paid based on the Additional Compensation Rates for the specific tier the Contractor qualifies for, as such rates are not be cumulative and inclusive of preceding tiers.

The following are the Additional Compensation Rates for each Academic Program that a Contractor who has met or exceeded the Minimum Additional Compensation Threshold may be eligible to receive for recruiting Contractor-Identified Students to the Academic Programs specified below for the Upcoming Academic Year.

a. Undergraduate Programs

Tier	Number of Contractor-Identified Students for the Fall Semester	Additional Compensation Rate (per Contractor-Identified Student)
1	<i>Template – for illustration purposes only, add or remove rows as needed</i>	
2		
3		

b. Graduate Programs

Tier	Number of Contractor-Identified Students for the Fall Semester	Additional Compensation Rate (per Contractor-Identified Student)
1	<i>Template – for illustration purposes only, add or remove rows as needed</i>	
2		
3		

Should you have any questions regarding the above, please feel free to let me know.

Sincerely,

Office of Global Affairs
Stony Brook University