Docusign Envelope ID: 38DE1D8D-31C7-45D3-BDDA-BBE3A0AECEB5

SERVICE AGREEMENT

This Agreement is entered into by and between **Arcadia University** ("the University"), a private institution of Higher Education in Pennsylvania with its principal offices located at 450 S Easton Rd, Glenside, PA 19038, USA, and **Smart Sphere Education Company Limited** ("the Service Provider") with its principal office located in **Vietnam**.

Whereas, the University and the Service Provider desire to establish a formal agreement outlining the terms and conditions of their collaboration that will allow them to jointly promote the University's educational and academic degree programs available to potential students in the geographical area of **Vietnam** ("the Region").

Whereas, the Service Provider is willing to assist the University with the recruitment of students in the Region.

Now, therefore, the parties hereto agree as follows:

1. The Service Provider will serve as a non-exclusive representative for recruiting students from the Region to attend the University.

2. The Service Provider agrees to recruit applicants for admission to the University according to the admission requirements defined by the University. However, the University reserves the right to accept or reject any applicant for any program at the University at its sole discretion.

3. The Service Provider will assist the University with screening students, marketing, facilitating the application process through CleverApply, and coordinating recruitment visits to the Region.

4. The Service Provider will assist prospective students in preparing and submitting complete application materials including collecting and reviewing all required documents, such as transcripts (with English translations), testimonials, financial guarantees, and any other documents specified by the University.

5. The Service Provider must inform students about each application submitted to Arcadia University, including providing accurate and up to date details about the University, the Commonwealth of Pennsylvania, and the United States. Applications may only be submitted with the student's explicit knowledge and consent. Under no circumstances is the Service Provider permitted to submit an application to Arcadia University without the explicit knowledge and consent of the prospective student.

6. The University will update its CleverApply profile with videos, documents, catalogs, brochures, and other necessary forms, ensuring the Service Provider has access to all relevant recruitment materials. University grants the Service Provider a limited license to use Arcadia University's name and designated marks for the sole and limited purpose of promoting its educational programs both in the United States and internationally, during the Term of this Agreement. All use of Arcadia University's name and logos must be approved in advance by the Arcadia University. Arcadia University shall maintain final authority on any use of its name and marks. This limited license shall expire upon termination of this Agreement for any reason. The Service Provider will immediately cease to use any name, logos, or trademarks if requested to do so by Arcadia University.

7. In consideration for the services provided by the Service Provider, the University agrees to compensate the Service Provider with a marketing fee for each student recommended for admission, contingent upon fulfillment of all of the following conditions:
   (a) The recommended student meets the University's admission requirements and is formally admitted.
   (b) The recommended student enrolls within nine (9) months following the recommendation. (c) The recommended student attends classes regularly during the academic year.
   (d) The recommended student pays all tuition and fees due for the academic year.

8. The compensation payable to the Service Provider shall be calculated as follows: (a) For each non-transfer student matriculating into an academic program that does not require ESL training, the Service Provider shall receive a 15% of the student's program net tuition (the student's tuition minus any awarded scholarships) for each year. This compensation shall be paid each year the student remains enrolled and maintains full-time matriculation or academic degree-seeking coursework as well as in good standing with the Student and Exchange Visitor Information System (SEVIS).

Docusign Envelope ID: 38DE1D8D-31C7-45D3-BDDA-BBE3A0AECEB5

(b) The Service Provider will invoice the University for each student no later than thirty (30) days before the last day of classes of the spring semester of enrollment. The University agrees to pay said undisputed invoice within thirty (30) days of receipt. If a student withdraws from the University before completing his/her second semester of enrollment, the University shall only compensate the Service Provider at a rate of 50% of the applicable compensation amount.

9. The Service Provider shall pay all applicable contributions, taxes, and premiums applicable to performance under this Agreement, including but not limited to, taxes payable under its country's laws or under federal, state, and local laws, and including payroll taxes of employees engaged in the performance of work under this Agreement. Additionally, the Service Provider is responsible for all taxes relating specifically to its revenue derived under this Agreement.

10. If, due to extenuating circumstances (for example, a death in the family or a debilitating illness that would require the student to seek prolonged medical attention), a student obtains a medical withdrawal from the University during any semester and is awarded a full refund of tuition by the University for any semester, no compensation will be paid to the Service Provider. However, if the student subsequently re-enrolls, attends classes for one full year, and pays all tuition and fees due for that year, compensation shall be calculated according to paragraph (8) of this Agreement. The University reserves the right to make all academic and administrative decisions in such cases.

11. The University assumes no financial responsibility for students who are admitted pursuant to this Service Agreement, and in no event shall the student be considered a third-party beneficiary to this Agreement.

12. The University reserves the sole right to make all admission decisions and to provide official notification of admission to applicants.

13. The Service Provider shall not accept any payments from students on behalf of the University or otherwise. Students shall make all payments for the costs of attendance directly to the University.

14. This Agreement shall be effective for a period of three (3) years from the date of signing.

15. This Agreement may be extended for an additional term if agreed upon by both parties. Any such extension or modification of this Agreement may be executed electronically through the CleverApply platform using DocuSign or any other recognized electronic signature platform. Such electronic execution shall be deemed valid and binding, provided it is signed by duly authorized representatives of both parties.

16. Either party may terminate this Agreement at any time, at its sole discretion, by initiating termination through CleverApply or by providing notice through any other mutually recognized means of communication. If the Service Provider materially breaches any representation, warranty, or obligation under this Agreement—including, without limitation, any breach related to compliance with FERPA, data protection laws (including the GDPR), or other applicable legal or regulatory requirements—and such breach is not cured within thirty (30) days following written notice from the University specifying the breach, the University may terminate this Agreement immediately and no further payments are due. If the Service Provider engages in any act of fraud, misrepresentation, or other dishonest or unethical behavior that adversely affects the reputation or interests of the University, the University may terminate this Agreement immediately upon written notice and no further payments are due. If the Service Provider violates any applicable local, state, federal, or international laws or regulations, including but not limited to those governing data privacy, security, or educational recruiting practices, and such violation exposes the University to legal liability or regulatory sanctions, the University may terminate this Agreement immediately and no further payments are due. If the Service Provider takes any action or fails to take any action that, in the sole discretion of the University, undermines the integrity or effectiveness of the recruitment process or compromises the University's admission procedures, the University may terminate this Agreement immediately upon written notice. Upon termination for cause, the Service Provider shall immediately cease all use of University marketing materials, return or securely destroy all confidential and proprietary information—including student data—in its possession, and cooperate with the University to ensure an orderly transition of any pending applications or recruitment activities.

17. For purposes of this Agreement, "Confidential Information" shall mean all non-public, proprietary, or sensitive information, whether written, electronic, or oral, that is disclosed by the University or its affiliates to the

Docusign Envelope ID: 38DE1D8D-31C7-45D3-BDDA-BBE3A0AECEB5

Service Provider. Confidential Information includes, but is not limited to, student records, admissions data, recruitment strategies, marketing materials, financial information, technical data, business plans, and any other information that the University designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. The Service Provider agrees to:

(a) Use Confidential Information solely for the purpose of performing its obligations under this Agreement.

(b) Protect the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

(c) Not disclose, disseminate, or otherwise make available Confidential Information to any third party without the prior written consent of the University, except as expressly provided herein.

(d) Ensure that any employees, contractors, or agents to whom Confidential Information is disclosed are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

18. The Service Provider may disclose Confidential Information only (i) to the extent necessary to perform its obligations under this Agreement, (ii) pursuant to a legal, regulatory, or court order provided that the Service Provider (to the extent legally permissible) provides prompt written notice to the University and cooperates with the University in seeking a protective order or other appropriate remedy, or (iii) as otherwise expressly authorized in writing by the University. Confidential Information shall not include information that: a. is or becomes publicly available through no fault of the Service Provider; b. is received from a third party without breach of any obligation of confidentiality; or c. is independently developed by the Service Provider without reference to or reliance upon the Confidential Information. The obligations set forth in this Section shall survive termination or expiration of this Agreement for a period of five (5) years, or longer if required by applicable law. The Service Provider acknowledges that any unauthorized use or disclosure of Confidential Information may cause irreparable harm to the University for which monetary damages may be an inadequate remedy. Accordingly, in the event of any breach or threatened breach of this Agreement, the University shall be entitled to seek injunctive relief, in addition to any other rights or remedies available at law or in equity.

Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, subcontractors, or agents in the performance of this Agreement. The Service Provider is an independent contractor and neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of a person, firm, or corporation not a party to this Agreement.

19. FERPA Compliance. Service Provider acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement which are subject to the Family Educational Rights and Privacy Act [20 U.S.C. § 1232g; 34 CFR Part 99] ("FERPA"). The Service Provider agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Service Provider further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates. Additionally, Service Provider shall indemnify and hold the University, its trustees, officers, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, costs, or expenses (including reasonable attorneys' fees) arising from any violation of FERPA by Service Provider.

20. Compliance with Data Protection Laws. Service Provider agrees to comply with all applicable local, state, federal and/or international data privacy and security laws and regulations, including without limitation, the European Union's General Data Protection Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR"). Service Provider acknowledges and agrees that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. Service Provider represents and warrants that it shall comply with all applicable requirements of the GDPR to the same extent as required for the University. Additionally, Service Provider shall indemnify and hold the University, its trustees, officers, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, costs, or expenses (including reasonable attorneys' fees) arising from any violation of applicable data privacy

Docusign Envelope ID: 38DE1D8D-31C7-45D3-BDDA-BBE3A0AECEB5

laws, including the GDPR, by Service Provider.

21. The Service Provider shall implement and maintain data security measures that meet or exceed industry best practices, including the use of firewalls, encryption, multi-factor authentication, secure access controls, regular vulnerability assessments, and comprehensive employee training programs. The Service Provider is required to develop, implement, and periodically review written policies and procedures designed to safeguard the confidentiality, integrity, and availability of all University data that is accessed, processed, or stored under this Agreement. In the event of any data breach or security incident that may affect University data, the Service Provider must promptly notify the University in writing, providing a detailed description of the incident, the measures taken to mitigate its effects, and the steps planned to prevent any future occurrences. The Service Provider shall also ensure that any subcontractors, agents, or third parties granted access to University data are contractually bound to adhere to security standards that are no less stringent than those required herein. The University, or an independent auditor appointed by the University, shall have the right to audit the Service Provider's compliance with these data security standards, including the inspection of facilities, systems, records, and personnel involved in processing University data. The University will provide at least thirty days' prior written notice of any planned audit, and the Service Provider shall fully cooperate and furnish any reasonable documentation or assistance requested. Should any deficiencies or non-compliance issues be identified during an audit, the Service Provider is obligated to promptly remediate such issues at its own expense and to provide written confirmation of the remediation to the University. Furthermore, the Service Provider shall maintain all records, logs, and documentation related to its data security practices for a minimum of three years from their creation date and shall make these records available to the University upon request.

22. The Service Provider shall, at its own expense, maintain appropriate insurance coverage, including coverage for liabilities arising from its activities under this Agreement, in accordance with applicable laws and industry standards in the country where it operates. Upon the University's request, the Recruiter shall provide evidence of such insurance. The Recruiter will also promptly notify the University of any cancellation of the coverage.

23. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA. notwithstanding conflicts of laws principles, and both parties submit to jurisdiction and venue in the United States of America, Commonwealth of Pennsylvania for any litigation arising hereunder. Venue shall be in Montgomery County, the state of Pennsylvania.

24. This Agreement constitutes the entire agreement between the parties and supersedes all previous written or oral agreements regarding the subject of this Agreement. Any modifications or waiver of the terms of the Agreement must be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto have voluntarily entered into and signed this Agreement this day of in the year **2026**, the duly authorized representatives of the parties hereto signing two copies of this Agreement, each being considered a duplicate original.

Arcadia University. Alex Otieno

Signature: ----------

Name: Alex Otieno, Interim Provost

1/15/2026

Approved as to legal form by the
Arcadia University Office of General Counsel
By: Matt Brown Date: January 14, 2026

Smart Sphere Education Company Limited

Signature: ----------

Name: Shenny Ya Huei Lai Swain

Digitally signed by CÔNG TY TNHH SMART SPHERE EDUCATION
Date: 2026-01-31 08:25+07:00