

**Vendor Agreement between
Sandy Spring Friends School and the Redly Capital Investment and Holding Corporation**

This Agreement (the “**Agreement**”) is entered into by and between Sandy Spring Friends School (“**SSFS**” or the “**School**”), located at 16923 Norwood Road, Sandy Spring Maryland 20860, and the Redly Capital Investment and Holding Corporation d/b/a Highland International Education (the “**Vendor**”), which owns the property located at 17734 Norwood Rd, Sandy Spring, MD 20860, to govern the terms and conditions relating to Vendor’s provision of Services to the School. In consideration of SSFS’s permitting the Vendor to provide the Services, both parties hereby agree as follows:

1. **Services and Term**: Vendor shall provide boarding accommodations (the “**Services**”) for a minimum of eight (8) SSFS students and a maximum of sixteen (16) SSFS students (the “**Boarding Students**”) in its residential student housing facility located at 17734 Norwood Rd, Sandy Spring, MD 20860 (the “**Dormitory**”) for a period of ten (10) months, commencing on September 1, 2025, and concluding on June 30, 2026 (the “**Term**”).
2. **Payment**: In exchange for Vendor’s providing the Services, SSFS shall pay and Vendor agrees to accept \$1,800 per month per Boarding Student residing in the Dormitory during the Term (the “**Fees**”). SSFS agrees to pay the total Fees owed for the entire Term in a lump sum, to be paid on or before August 31, 2025. SSFS shall not be responsible for (i) any such payment and contribution obligations arising, directly or indirectly, out of or in connection with the payments made by the School to the Vendor, (ii) any and all employment and income taxes; and (iii) compliance with all applicable employment, income and other tax laws in connection with such payments.

The parties acknowledge that the Vendor’s employees shall not be entitled to any medical, dental, accident or life insurance, sick leave, vacation pay, retirement benefits, social security, disability benefits, unemployment benefits, worker’s compensation insurance, or any other benefits that SSFS may from time to time provide to its employees.

3. **Vendor’s Responsibilities**: Vendor understands and agrees that they are acting in loco parentis with regard to the Boarding Students during the Term. Thus, the Vendor is responsible for observing the following measures to ensure the safety and wellbeing of the Boarding Students:
 - a. Ensure that each Boarding Student is provided with a private, furnished bedroom with a clean mattress and bed, functioning dresser, desk and chair, and clean linens.
 - b. Provide and maintain shared bathrooms, equipped with a toilet, sink, and shower or shower/tub that may be shared by no more than four (4) Boarding Students.
 - c. Provide reliable internet access that is accessible in all areas of the Dormitory.
 - d. Provide nutritious daily breakfast on weekdays and brunch on weekends in compliance with dietary guidelines and will accommodate dietary restrictions as reasonable.
 - e. Provide reliable and timely transportation services to and from SSFS in accordance with the School’s schedule.
 - f. Provide each student with a clean mattress, regulation bed, functioning dresser, desk, and chair.

- g. Ensure a maximum of two (2) students per room and provide at least one (1) bathroom for every four (4) students.
- h. Maintain laundry facilities in working order at all times.
- i. Collaborate with the School to ensure proper security measures are in place.
- j. Provide one furnished apartment above the garage for use by an employee or a couple designated the School to serve as dorm parents.
- k. Maintain the Dormitory in good working order, ensuring that they meet any rules or regulations applicable to operation of the Services, and are compliant and safe for operation of the Services.
- l. Maintain proper licensing, permits, and insurance coverage for the provision of accommodations and transportation services.
- m. Perform any and all background checks on its employees who will be providing the Services, as required by applicable law and/or requested by SSFS, including without limitation criminal history checks, abuse registry checks, and employment history checks, and warrant that it has performed background checks to ensure its employees' suitability to work with and/or around children. Within 10 days prior to the commencement of the Term, Vendor shall provide a written certification to SSFS that Vendor's employees meet SSFS's background screening standards. Vendor agrees to immediately notify SSFS if the criminal history of any of its employees providing the Services changes; SSFS reserves the right to require the removal any such employee from providing the Services, in its discretion, SSFS determines that the employee may pose a risk to the Boarding Students. Vendor's failure to comply with the terms outlined in this Paragraph will constitute a material breach of this Agreement.
- n. Provide proper supervision of all Vendors' employees involved in the provision of the Services. Vendor will provide SSFS with the name, telephone number and email address of the Vendor representative(s) responsible for supervision. Vendor agrees that the supervision of any persons in connection with Vendor's provision of the Services is not the responsibility or liability of SSFS or its employees, staff, or representatives. Vendor's failure to adequately supervise any such individuals will constitute a breach of this Agreement.
- o. Vendor will ensure that the Boarding Students are provided with adequate adult supervision whenever the Boarding Students are in Vendor's care. Vendor understands and agrees that they are not permitted to allow the Boarding Student to attend unchaperoned parties, to drink alcoholic beverages or to consume illegal drugs or drugs which have not been lawfully prescribed to the Boarding Students. .
- p. Vendor is responsible for reading and retaining a copy of any release(s) or medical form(s) for the Boarding Students, and agree to accept and perform to the best of their ability the responsibilities and powers assigned therein, including the administration of medication to the Boarding Students, when necessary.
- q. Vendor is responsible for immediately contacting [Insert appropriate SSFS Contact] should the Boarding Student become ill, demonstrate any emotional or behavioral issues, or in the event of any other emergency. If the circumstances are such that it is not feasible or practical for Vendor to first contact the point of contact designated above, Vendor should immediately call law

enforcement and/or any other emergency medical personnel and shall contact the point of contact at their first availability thereafter.

4. **SSFS's Responsibilities:** The School shall:
 - a. Supply the Vendor with a list of student names and any relevant dietary or transportation needs at least two weeks before the commencement of the Term.
 - b. Ensure timely payment of fees in accordance with Section 3.
 - c. Communicate promptly with the Vendor regarding any changes to schedules, roster or student needs.
 - d. Ensure that all Boarding Students vacate the Dormitory on or before the last day of the Term.
5. **Insurance:** Vendor shall secure, pay the premiums for, and keep in force at all times while this Agreement is in effect, general liability insurance coverage in such amounts necessary to cover Vendor's provision of the Services. Any such coverage maintained by the Vendor must include coverage for sexual abuse/molestation. Such insurance must indemnify SSFS against any losses occasioned by any damage, including but not limited to property damage or physical injury, relating to Vendor's provision of the Services. Vendor shall provide SSFS with a certificate evidencing the required coverage and such certificate shall name the School as an additional insured. Coverage afforded under these policies will not be canceled and no material changes will be made until at least thirty days prior written notice has been given to the School via certified mail.
6. **Assumption of the Risk and Indemnification:** Vendor assumes all risks with respect to its provision of the Services and assumes all responsibility for, and all liability to, any of Vendor's trustees, directors, employees or agents while they are providing the Services. SSFS reserves all rights, remedies and causes of action against the Vendor for acts or omissions of the Vendor or its agents in the commission of intentional wrongdoing, negligent actions or other actions which could damage SSFS. Vendor agrees to indemnify and hold harmless SSFS and its officers and directors from any liability (including reasonable attorney's fees) arising from Vendor's provision of the Services.
7. **Compliance with School Regulations:** During Vendor's provision of the Services, SSFS retains the right to enforce all rules, regulations, statutes, and ordinances as would be normally applicable to the Boarding Students as if they were residing on SSFS's campus. Vendor agrees to abide by all such rules, regulations, statutes, and ordinances and agrees that the School's enforcement of such rules, regulations, statutes, and ordinances will not give rise to any claims, for damages or otherwise by Vendor, directly or indirectly, resulting from such enforcement.
8. **Confidential Information:** Vendor's provision of the Services as described in this Agreement may involve access to confidential and/or proprietary information that is the property of the School and/or private information of the School's current, former, or prospective employees, students and/or their families. Vendor will be expected to respect and protect the confidential and/or proprietary and/or private nature of such information and to use such information only for School-authorized purposes and only during the term of this Agreement. Vendor agrees that it will not, during the term of this Agreement or at any time thereafter, either directly or indirectly, divulge, distribute, communicate, copy, or use for any purpose, any confidential and/or proprietary information that is the property of the School and/or private information of the School's current, former, or prospective employees, students and/or their families.

Vendor further agrees that, immediately upon the request of the School, Vendor shall cease their use of and shall deliver to the School all documents and other materials (including copies, if any) which

constitute any confidential and/or proprietary information that is the property of the School and/or private information of the School's current, former, or prospective employees, students and/or their families. Vendor will not retain copies of any such documents or materials.

9. **No Lease:** It is understood by and among the parties that this Agreement is not a lease and conveys no interest of any kind on the Dormitory other than a license for the Boarding Students to reside at the Dormitory during the Term under the terms and conditions set forth in this Agreement.

10. **Termination:** This Agreement may be terminated prior to the expiration of the Term as forth below:

a. Termination for Breach:

Either SSFS or the Vendor shall have the right to earlier terminate this Agreement if the other party breaches or defaults in the performance of any material term, condition or undertaking set forth and, in the instances where such breach or default is reasonably subject to cure, fails to cure such breach or default within ten (10) days of their receipt of written notice from the non-breaching party describing the occurrence and nature of the breach or default.

b. Termination by SSFS:

SSFS shall have the right to earlier terminate this Agreement upon notice to the Vendor of the following:

- i. The Vendor or the Vendor's employees/agents being accused by governmental authorities of a crime other than a routine traffic violation; or
- ii. The Vendor or the Vendor's employees/agents' engaging in misconduct that could reasonably be deemed to have an adverse effect on the School, including but not limited to the safety of its students.

c. Termination by Vendor:

Vendor shall have the right to terminate this Agreement with a least sixty (60) days' written notice to SSFS if the Vendor sells the real property located at 17734 Norwood Rd, Sandy Spring, MD 20860. Upon receipt of Vendor's notice of termination pursuant to this Section, the Parties shall agree on the effective date of termination (the "**Effective Date of Termination by Vendor**") that will provide SSFS and the Boarding Students with reasonable time to vacate the Dormitory and identify alternative boarding arrangements, if necessary. Vendor agrees to take all action necessary to ensure that SSFS has adequate time to vacate the Dormitory and identify alternative boarding arrangements, including but not limited to requiring that the buyer rent back the Dormitory to SSFS for up to sixty (60) days following the sale of the property. Following the Effective Date of Termination by Vendor, Vendor shall have no further obligation to SSFS under this Agreement, except that if Vendor fails to provide SSFS with at least sixty (60) days' Notice of Termination by Vendor, Vendor shall be liable to SSFS for liquidated damages in the amount of Fees paid to Vendor by SSFS for the Services for a period of two (2) months (the "**Liquidated Damages**"). Vendor shall pay Liquidated Damages to SSFS within fourteen (14) days of the Effective Date of Termination by Vendor.

11. **Relationship of the Parties:** The relationship between SSFS and the Vendor, as created pursuant to this Agreement, is that of independent contracting parties and this Agreement shall not constitute the formation of a partnership, joint venture, employment, or principal-agent relationship between those parties, nor shall this Agreement be deemed to create any relationship other than that of the independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Neither party shall have any express or implied right or authority to assume or create any

obligation or responsibility on behalf of or in the name of the other party unless otherwise specifically provided in this Agreement.

12. Acts Beyond the Parties' Control: In the event of any failure or delay either party's performance under this Agreement resulting from causes beyond such party's reasonable control and occurring without its fault or negligence, including without limitation, acts of nature, fire, pandemic, U.S. government restrictions, wars, and insurrections, such party shall not be liable to the other for any such failure or delay in its performance.

13. Miscellaneous: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement, and its validity, construction, and performance shall be governed by and construed in all respects under the laws of the State of Maryland without regard to choice-of-law principles. The parties hereto agree to submit to the exclusive jurisdiction of the courts located in the State of Maryland in connection with any matters arising out of this Agreement and to waive any objection to the propriety or convenience of venue in such courts. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

The Parties have duly executed this Agreement as of the later of the dates set forth below.

For SSFS:

D. Angelo R. Drautick, Head of School, Technical
[Name], [Title]

1/17/2025
Date

For Vendor:

Shanrong Li
[Name], [Title]

1/16/2025
Date