

Ivy Camps USA, Inc. Vendor Agreement

This agreement (the “**Agreement**”) is entered into, between, and among the Parties named below, effective as of the date set forth on the signature page hereto (the “**Effective Date**”) and shall continue, unless terminated earlier in accordance with its terms. For and in consideration of the promises, agreements, and other good and valuable consideration exchanged herein, the receipt and sufficiency of which is acknowledged, the Parties, by signing below, agree as stated herein.

1. **IVY CAMPS, USA, Inc.** a corporation incorporated under the laws of Delaware, USA, and registered address at 725 East Main St., Aspen, Colorado, USA, 81611 (“**IC**”).
2. **Organization**, with name and address stated in Schedule A (“**Organization**”).

IC and Organization are hereinafter collectively referred to as the “**Parties**” and, individually, a “**Party**”.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. **Overview and Engagement.** IC is a US-based company in the business of owning and operating supplemental education programming for students of all ages. Organization is collaborating with IC to provide specific programming as further described in the attached Schedule(s) hereinbelow (collectively, the “**Program**”), to a specific demographic of students of which Organization has expressed access, know-how, and unique ability to help serve, including their families.
2. **Commencement and Duration.** This Agreement shall commence on the Effective Date mentioned in Schedule A and shall, unless terminated earlier under **Article 5** or as otherwise agreed by IC and Organization in writing, continue to be in force until the termination date of the Program stated in Schedule A (“**Term**”).
3. **Obligations; Changes.** Each Party’s obligations are set forth in Schedule A. Notwithstanding the foregoing, each Party acknowledges that the Proposal may need to be amended or modified by IC from time to time due to various factors, including but not limited to changes in vendor availability, logistical considerations, or unforeseen circumstances. In the event that IC in its sole and reasonable discretion determines that a change to the Program is required, IC shall promptly notify the Organization and any adjustments or amendments to the Program shall be mutually agreed upon by both Parties in writing; provided that any cost changes due to the aforementioned Program adjustments or amendments shall not change the total price of the Program set forth in the Schedule A. In addition, Organization shall maintain the right to request Program changes (“**Change Orders**”) and IC shall make its commercially reasonable effort to effectuate such Change Order. Organization acknowledges some requested Change Orders may increase the Program cost. In such scenarios where Organization requests the Change Order, IC shall provide written notice of the price increase due to the requested Change Order for Organization’s approval. If approved by Organization, the additional amount shall be added to the Program cost structure. For the avoidance of doubt, IC shall be under no obligation to agree to a Change Order and to be effective, any Change Order must be signed by both Parties.
4. **Fees.** In consideration of the provision of the services and Program by IC, fee amounts and payor(s) shall be described in the Schedule A.
5. **Termination.** This Agreement may be terminated for cause by either Party on written notice to the other Party upon the happening of any one of the following: (i) the filing by or against either Party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, (ii) by either Party if there is a material breach, failure to perform or default by the other Party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within 30 days of one Party’s receipt of written notice from the other or (iii) as result of Force Majeure Event (as defined and described in Section 15 below). Upon termination of this Agreement: (a) any outstanding Fees owed by the Organization pursuant to Section 5, or in the case of a Force Majeure Event, any amount owed to a Party pursuant to Section 15 hereunder, shall be due within 15 days of termination of the Agreement; and (b) and any other right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

- 6. Confidential Information.** From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. As used herein, "**Confidential Information**" means and includes without limitation, all non-public information, private information, trade secrets nonpublic forms, policies, procedures, documents, research materials, know-how, manuals, employee files, and other printed or written material generated or used in connection with the Disclosing Party's business, vendor lists and, the details of the Disclosing Party's relationship and account with service providers, the nature and content of computer software used in the Disclosing Party's business, whether proprietary to the Disclosing Party or used under license from a third party, advertising methods or processes, sales and marketing techniques, and all other information concerning the Disclosing Party's clients, employees, contractors, earnings, products, services, and/or prospective and executed contracts, and other business arrangements. Student and parent information and registration data specific only to the Parties' programming cooperation are shared property of both Organization and IC.
- 7. Non-Solicitation.** During the Term and any renewal of a Term of this Agreement and for two (2) years after the termination of this Agreement, Organization and affiliates will not directly or indirectly, for itself, or any other person, corporation, entity, or business: (a) Solicit for employment or employ, or attempt to solicit for employment or employ, any person who is an employee of IC; (b) Interfere or attempt to interfere with any transaction, agreement, client, or business relationship that IC has; and/or (c) Engage in any act or activity that would interfere with or harm any of IC's business relationships, including but not limited to any business relationship between IC and its Campers, clients and/or supplier of services.
- 8. Intellectual Property.** Both Parties acknowledge that each Party has developed and will continue to develop certain Intellectual Property in connection with their own Party's business.
- 8.1. "**Intellectual Property**" means all patents, patent applications, trademarks, service marks and other indicia of origin, trademark and service mark registrations and applications for registrations thereof, copyrights, copyright registrations and applications for registration thereof, internet domain names and universal resource locators, trade secrets, inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collectors and other proprietary information, curriculum, teacher and teacher assistant training materials, or material of any type, whether written or unwritten (and all goodwill associated with, and all derivatives, improvements and refinements of, any of the foregoing).
- 8.2. "**Pre-Existing Materials**" means any Intellectual Property that a Party (i) developed, acquired or otherwise has rights in or to, outside the scope of and independent from this Agreement or an, (ii) developed or acquired prior to entering into this Agreement, or (iii) developed or acquired during the performance of this Agreements that are of general application and that are not based on or derived from the other Party's business or Confidential Information.
- 8.3. During the Term of this Agreement, IC may develop additional Intellectual Property in conjunction with providing the Services and such Intellectual Property shall be owned exclusively by IC. Organization expressly waives and disclaims any ownership or use rights to IC's Intellectual Property owned now or developed in the future.
- 9. Indemnification.** Each Party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other Party and its shareholders, affiliates, officers, agents, directors, owners and employees (the "**Indemnitees**") harmless from (a) any third party claim(s), losses, damages, liabilities, demands, suits and expenses (collectively, "**Claims**") arising out of or related to the (i) breach of any of the covenants, representations or obligations of the Indemnifying Party under this Agreement, or (ii) the gross negligence or willful misconduct of the Indemnifying Party or its employees, representatives, agents, or contractors in connection with the Program, provided

however, in no event shall any Indemnifying Party be responsible for any claims arising out of or related to (x) the negligence or willful misconduct of any such Indemnitees or (y) a breach of any of the covenants, representations or obligations of any of the Indemnitees under this Agreement. This provision shall survive any termination of this Agreement.

- 10. Limitation of Liability.** Except for IC's confidentiality and indemnity obligations, respectively, IC's total liability to the Organization shall not exceed the greater of (i) the total IC compensation value or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.
- 11. Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Colorado, without giving effect to principles of conflicts of law.
- 12. Dispute Resolution.** Each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of and agrees that venue shall be proper in the courts of the United States of America located in Pitkin County, Colorado, USA and any appellate court therefrom, in any action or proceeding arising out of or relating to or connected with this Agreement, or for recognition or enforcement of any judgment. Each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such court. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 13. Severability.** If any term or provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 14. Waivers.** Failure on the part of any Party to exercise any right or option such Party may have arising out of a breach of any provision(s) of this Agreement shall not be deemed a waiver of such right or option or any other right or option with respect to the continuation of such breach, any other existing breach or of any subsequent breach.
- 15. Force Majeure.** If any one or more of the following events which makes the performance of the Parties' obligations as contemplated by this Agreement impossible, infeasible or unsafe, materially more difficult, expensive or dangerous than was reasonably anticipated as of the first date listed above in this Agreement (including, but not limited to, as a result of issues relating to COVID-19 (aka "coronavirus")), as well as other acts of God; act(s) or threats of terrorism (as such threat is based on governmental sources); riots or other forms of civil disorder in, or around, the Program or any premises on which the Program takes place and which a Party reasonably believes jeopardizes the safety of the Program; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; and/or failure of technical facilities through no fault of the parties) ("**Force Majeure Event**"). In the event of a Force Majeure Event, neither Party shall be liable to the other for failure to fulfill its obligations hereunder, provided that: (i) either Party shall have the right to cancel the Program; (ii) shall still be responsible to IC for the amount of any out-of-pocket costs and expenses (including, but not limited to, any unrecoverable costs and expenses) which IC has incurred in preparation for the Program, regardless of the occurrence of a Force Majeure Event; and (iii) IC shall refund to Organization, or customer payors the difference between such amount and the amount of any portion of the Fees previously paid to IC by Organization of customer payors.
- 16. Liability Insurance.** IC shall obtain and maintain liability insurance coverage for the duration of the program. IC shall provide proof of insurance coverage to Organization upon request. Organization understands that IC's liability insurance does not relieve Organization of its own responsibility to obtain customary and appropriate insurance coverage for its own liabilities and Program obligations.
- 17. Reps and Warranties and Covenants.** Each Party represents and warrants and agrees that: (a) it possesses the right, power, and authority to enter into and fully perform this Agreement and that this Agreement constitutes a valid, binding and enforceable agreement of such Party, (b) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement, (c) it shall perform its activities under this Agreement in accordance with all applicable national, federal, state and local laws and regulations and self-regulating codes (collectively, "Laws"), including but not limited to any such Laws related to data, privacy and security, and (d) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement.

- 18. Expenses.** Except as otherwise set forth herein (including, for the avoidance of doubt, in Schedule A or Schedule B), each Party shall bear its own expenses in connection with this Agreement, including any enforcement required hereunder.
- 19. Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective permitted successors and assigns; provided, however, that neither this Agreement nor any of the rights, duties or obligations hereunder shall be assignable in whole or in part without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement and any of its respective rights and obligations hereunder to an affiliate under its control or under common control or in connection with any merger, reorganization, restructuring or sale of all or substantially all of its assets.
- 20. Independent Contractors.** The Parties to this Agreement are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. Neither the Parties shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party except as expressly set forth in this Agreement.
- 21. Entire Agreement.** This Agreement (including and Schedules attached hereto) embodies the entire agreement and understanding of the Parties with respect to the Program and supersedes all prior agreements or understandings between the Parties, or written, with respect to the Program. This Agreement may be executed in two or more counterparts and/or by .pdf or facsimile signature, each of which will be deemed to be an original, but all of which will constitute one and the same agreement.

Schedule(s) to Follow

Schedule A

Organization Name:	Address:	Attention:	Email:
Nova Classical Academy	1455 Victoria Way, St. Paul, MN 55102	Estella Mangan	emangan@novaclassical.org

Effective Date: 02/05/2025

Termination Date: 08/15/2025

IC Services:

	Summer Camp
Grades	Rising 1st - Rising 6th
Program Dates and Duration	June 9th, 2025 - August 15th, 2025: 10 weeks
Times and Prices	12:30 pm - 3:30 pm; 1-2 days/week: \$45/day 3-5 days/week: \$42/day
Programs	Organization will have the option to choose two track offerings for their students: Arts & Creativity, Engineering, or Sports & Movement.
Materials Provided by IC	IC will provide all materials related to the program content.
Services Cancellation Policy	*If enrollment does not meet projections, IC reserves the right to cancel programming and refund customers in full. Current projections are an average of 20 students per day.
Collect Student Registrations	No
IC Leads Parent Customer Service	No
IC provides Marketing Assets to Organization	Yes
IC To Email/Call Organization Contacts Directly [See Schedule B]	No

Support Provided by Organization for IC Services:

	Yes or No	Details (i.e. Dates, Deadlines, Specifics)
Marketing Emails Sent to Contact Lists	Yes	Initial communication sent within 2 weeks of contract signing.
Marketing Texts Sent to Contact Lists	Yes	Initial communication sent within 2 weeks of contract signing.
Collect Student Registrations	Yes	
Collaborate with IC for student issues	Yes	If IC encounters issues with Organization’s students, IC is to alert Organization so IC and Organization can make coordinated effort to help the Student.
Facilities provided	Yes	Organization will provide IC with the required facilities to complete the activities. IC will inform Organization of these facilities prior to the start of camp so arrangements can be made.
Payment from Organization to IC	Yes	Terms: Invoices from IC will be sent on Monday following the end of each camp week for the prior week. These invoices will be due within 1 week of submission.
Additional Details	No	

Organization Point of Contact: Estella Mangan - emangan@novaclassical.org - 651.209.6320

Schedule B

[ONLY APPLIES IF IC IS TO DO DIRECT MARKETING]

If IC is to do marketing directly to Organization’s families and the Organization is to provide the contact list (such as emails, phone numbers, or other), IC agrees only to contact the aforementioned list via the methods, dates, and cadence as stipulated in Schedule A of this Agreement. Upon the conclusion of performing all approved Marketing efforts, IC shall destroy contact data except that of families who enroll in IC’s Services.

Signature Page to Follow

