

Memorandum of Understanding

-between-

Virtuous Sea Corp

(Hereinafter referred to as "VSC")

1820 West Orangewood Avenue, Suite 105, Orange, California 92868

-and-

Avila University

(Hereinafter referred to as "AU")

11901 Wornall Rd, Kansas City, MO 64145

Virtuous Sea Corp and Avila University agree to collaborate under the following terms:

1. Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to establish a cooperative framework and promote educational collaboration between the two institutions across various areas of common interest. This collaboration aims to enhance the educational experiences of students from both institutions. The areas of cooperation may encompass:

- a. Educational pathway progression opportunities
- b. Other activities as mutually agreed upon regarding educational offerings, mentorship programs, and training opportunities

2. Financial Terms

The funding of activities related to this MoU will be determined at the time a specific project for specific activities is approved by both parties to this Memorandum of Understanding. Any benefits or proceeds received from partnership activities between VSC and Avila University shall be reinvested by VSC to enhance educational opportunities for its referred students. Both parties understand that all financial arrangements which are negotiated will depend on the availability of funds.

3. Duration

This Memorandum of Understanding will be operative for a period of five years. During the fifth year, the MoU will be reviewed and can be terminated by either party with a 60-day written notification.

4. Marketing and Promotions

- 4.1 Avila University and Virtuous Sea Corp agree each party grants the other party a non-exclusive, non-transferable right to use its logo and related branding materials solely for the purpose of promoting the collaborative activities outlined in this MOU.



- 4.2 Any use of the other party's logo and marketing materials shall be subject to the prior written approval of the owner of such materials. The requesting party shall submit the intended use and final design for review and approval before publishing.
- 4.3 The parties agree not to use each other's logos and marketing materials in any way that may damage or dilute the brand, reputation, or image of the other party.

5. Extension

This MoU may be extended to other areas of cooperation between the two parties as mutually agreed. Such extensions will take the form of an annexure to this Memorandum of Understanding.

6. Effective Date

This MoU will become effective upon the date of signature by the below-named representatives of both institutions. In case joint international educational programs are conducted, a separate agreement will be executed, and its provisions shall enter into force.

7. Contact Information

For VSC

Contact Person: Lucas Zhao

Email: lucas@campfireharmony.com

For AU

Contact Person: Dr. Andrew Vogel

Email: Andrew.Vogel@avila.edu

8. Implementation

For each institution, the authorized institutional representative will serve as the chief implementation officer for activities developed under this MoU. Each institution may appoint additional implementation officers for each activity as needed.

Lucas Zhao

Title:

On behalf of VSC

Dr. Andrew Vogel

Vice President of Global Strategy and Chief
International Affairs Officer

On behalf of AU

10/20/2025

Date

10/26/2025

Date