

ՀԱՍՏԱՐԱԿԱԿԱՆ ԿԱԶՄԱԿԵՐՊՈՒԹՅՈՒՆՆԵՐԻ ԳՈՐԾՈՒՆԵՈՒԹՅՈՒՆ

Հավելված N 1
Հայաստանի Հանրապետության
պետական եկամուտների կոմիտեի
նախագահի 2020 թվականի
մայիսի 27-ի N 477-Ն հրամանի

Օրինակելի ձև

ՀԱՍՏԱՏՎԱԾ Է
Գործադիր մարմնի կողմից
18.01.2024 թ.

ՀԱՇՏՎՈՒԹՅՈՒՆ

«ՍԱՍՏԻԿ» ԳԻՏՈՒԹՅԱՆ ԵՎ ՏԵԽՆՈԼՈԳԻԱՆԵՐԻ ՌԱԶՄԱՎԱՐԱԿԱՆ ՆԵՐԴՐՈՒՄՆԵՐԻ ՀԱՅԿԱԿԱՆ ՀԱՄԱՅՆՔ»

հասարակական կազմակերպության 2023 թ. գործունեության մասին

1. Հասարակական կազմակերպության՝				
1.1 Լրիվ անվանումը		«ՍԱՍՏԻԿ» ԳԻՏՈՒԹՅԱՆ ԵՎ ՏԵԽՆՈԼՈԳԻԱՆԵՐԻ ՌԱԶՄԱՎԱՐԱԿԱՆ ՆԵՐԴՐՈՒՄՆԵՐԻ ՀԱՅԿԱԿԱՆ ՀԱՄԱՅՆՔ»		
1.2 ՀՎՀՀ-ն		08424256		
1.3 Գտնվելու վայրը		ԳԵՂԱՐՔՈՒՆԻՔ ԳԱՎԱՌ ԳԱՎԱՌ ՄՈՎՍԻՍՅԱՆ ՓՈՂՈՑ 4		
1.4 Պետական գրանցման համարը		211.171.1165070		
1.5 Պետական գրանցման տարին, ամիսը, ամսաթիվը		2021-02-25		
1.6 Հեռախոսը (այդ թվում՝ բջջային)		+(374)33262678		
1.7 Պաշտոնական ինտերնետային կայքը		www.sastic.org		
1.8 Էլեկտրոնային փոստը		info@sastic.org		
2 Գործադիր մարմնի ղեկավարի՝				
Անունը		Ազգանունը	Պաշտոնը	
ՎԱՐԱԶԴԱՍ		ԱՎԵՏԻՍՅԱՆ	Տնօրեն	
3 Կանոնադրությամբ սահմանված գործունեության առարկան և նպատակը				
նպատակն է օրենսդրությամբ սահմանված կարգով իրականացնել և (կամ) խթանել՝ * թիրախավորված կրթական ծրագրերի զարգացմանը և դրանց հասանելիության բարձրացմանը՝ առաջնությունը տալով այնպիսի ուղղություններին, որոնք կարող են նպաստել արդիական գիտատեխնիկական հետազոտություններին և նորարարական տեխնոլոգիաների հիմքով ընկերությունների ձևավորմանը,				
այնպիսի նպատակային, ռազմավարական, գիտատեխնիկական հետազոտությունների և տեխնոլոգիաների մշակումը, որոնք կարող են զարկ տալ տեխնոլոգիական հիմքով նոր ապրանքների կամ ծառայությունների ստեղծմանը, * անհրաժեշտ ենթակառուցվածքների (մասնավորապես գրասենյակային տարածքներ, հաշվողական ռեսուրսներ, լաբորատորիաներ և այլն) ձևավորմանը և զարգացմանը, որոնցում հնարավոր կլինի արդյունավետորեն կազմակերպել կրթություն, հետազոտություններ և Կազմակերպության նպատակներն իրականացնելու համար անհրաժեշտ այլ գործունեություն,				
նորարարական տեխնոլոգիաների հիմքով ընկերությունների և նրանց միության ձևավորմանը և աջակցմանը, դրանով իսկ նորարարական տեխնոլոգիական հիմքով արտադրության զարգացմանը:				
առարկան և խնդիրներն են՝ օրենքով սահմանված կարգով՝ * կազմակերպել և իրագործել ծրագրեր, որոնք կնպաստեն բնական և մարդածին աղետներին, ազգային ու գլոբալ անվտանգությանը սպառնացող այլ երևույթներին դիմակայելու առավելագույն պատրաստվածությանը և ամրապնդմանը, կամ նպաստել այդպիսի ծրագրերի իրականացմանը՝ *նպաստել սոցիալական ձեռնարկատիրության և գիտելիքահենք տնտեսության զարգացմանը, * նպաստել շահառուների ժամանակակից և մրցունակ կրթություն ստանալուն, աշխատատեղեր ստեղծելուն				
նպաստել շահառուների ժամանակակից և մրցունակ կրթություն ստանալուն, աշխատատեղեր ստեղծելուն, * նպաստել բարձր տեխնոլոգիաներով գիտահետազոտական և արդյունաբերական ծրագրերի մշակմանն, ընդլայնմանն ու իրականացմանը, * աջակցել Կազմակերպության նպատակները հետապնդող ընկերությունների անձնակազմերի և մասնագետների հմտությունների զարգացմանը, նպաստել աշխատանքի արտադրողականության բարձրացմանը, * նպաստել գործարար միջավայրի բարելավմանը				
հայթայթել իր կանոնադրական նպատակները իրագործելու համար միջոցներ, այդ թվում՝ իր մասնակցությամբ գործող Կազմակերպությունների միջոցով, * նպաստել տեղական և միջազգային լրատվական միջոցներում Կազմակերպության նպատակներին աջակցող լրատվության և տեսակետների ներկայացմանը, այդ թվում՝ լրատվության միջոցներ ստեղծելով և դրանց մասնակցելով, * իրականացնել Հայաստանի Հանրապետության օրենսդրությամբ չարգելված և Կազմակերպության հիմնական նպատակից բխող այլ գործունեություն:				
4 Հասարակական կազմակերպության՝				
4.1 Անդամների թիվը		148		
4.2 Կամավորների թիվը		14		
5 Հաշվետու տարվա ընթացքում գումարված ժողովների քանակը		1		
6. Իրականացված ծրագրեր՝				
Հ/Հ	6.1 Ծրագրի անվանումը	6.2 Վայրը	6.3 Նպատակը	6.4 Կարգավիճակը
1	Հայասաթ-1, հայրենական առաջին տիեզերական արբանյակը	ք Երևան	Հայասաթ-1 հայրենական առաջին տիեզերական արբանյակի տիեզերք արձակում	Ավարտված

2	Հաշվողական ենթակառուցվածք գենոմիկայի համար	ք Երևան	Կենսահինֆորմատիկայի և գենոմիկայի բնագավառներում հետազոտությունների խթանում /համակարգչային սերվերի գնում/	Ավարտված	
7. Հանրային միջոցներով իրականացված ծրագրեր՝					
Հ/Հ	7.1 Ծրագրի անվանումը	7.2 Վայրը	7.3 Կարգավիճակը	7.4 Նպատակը	7.5 Հիմնական արդյունքները
1					
8. Տարեկան մուտքեր՝					
8.1 Դրամական միջոցները			42,728,400		
8.2 Գույքը					
Ընդամենը			42,728,400		
9. Հանրային միջոցներ և ստացման աղբյուրներ					
Հ/Հ	9.1 Դրամական միջոցները		9.3 Ստացման աղբյուրները		
1					
Հ/Հ	9.2 Գույքը				
1					
Ընդամենը					
10. Օգտագործված դրամական միջոցները և/կամ շարժական/անշարժ գույքը՝					
10.1 Դրամական միջոցները			38,740,278		
10.2 Գույքը					
Հ/Հ	10.2.1 Տեսակը		10.2.2 Արժեքը		
1					
Ընդամենը			38,740,278		
11. Հանրային դրամական միջոցների և/կամ տրամադրված գույքի օգտագործումը, ծախսերը՝					
11.1 Դրամական միջոցները					
11.2 Գույքը					
Հ/Հ	11.2.1 Տեսակը		11.2.2 Արժեքը		
1					
Ընդամենը					
12. Ձեռնարկատիրական գործունեություն իրականացնելու՝					
Հ/Հ	12.1 Տեսակը	12.2 Ստացված շահույթը		12.3 Շահույթի օգտագործումը	
1					
Ընդամենը					
Նշումներ					
Տարվա ընթացքում ելքագրվել է 38740278 դրամ, որից՝ 10.000.000 փոխառություն, 3,100,000 կրթաթոշակներ, 3.400.900 քաղ իրավներին վճարված գումար (երևում է եկամտային հարկի հաշվետվություններում) , բանկային ծախս 91.528, ստացված ծառայությունների և ապրանքների դիմաց վճարում 133.450, ֆինանսավորում հետազոտությունների համար 10,080,000, բաժնետոմսերի ձեռք բերման համար վճար 11609400 դր, անդամակցության վճար 325,000դր Կցում ենք վերոնշյալ ծախսերի հետ կապված պայմանագրերը					

Կից ներկայացվում է՝

Աուդիտորի եզրակացություն՝ _____ 0 _____ էջից
Էջերի քանակը

Գործադիր մարմնի ղեկավար _____
ստորագրություն, անունը, ազգանուն

Գլխավոր հաշվապահ _____
ստորագրություն, անունը, ազգանուն

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED IN THIS SAFE AND UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

Denovo Sciences Inc.

SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT in exchange for the payment by SASTIC (the "Investor") of \$30,000 (the "Purchase Amount") on or about March 31, 2023, Denovo Sciences Inc., 161992 Coastal Highway Lewes, Delaware 19958, USA (the "Company"), issues to the Investor the right to certain shares of the Company's Capital Stock, subject to the terms described below.

The "Post-Money Valuation Cap" is \$7,000,000 or 60% discount. See Section 2 for certain additional defined terms.

1. Events

(a) **Equity Financing.** If there is an Equity Financing before the termination of this Safe, on the initial closing of such Equity Financing, this Safe will automatically convert into the greater of: (1) the number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the lowest price per share of the Standard Preferred Stock; or (2) the number of shares of Safe Preferred Stock equal to the Purchase Amount divided by the Safe Price.

In connection with the automatic conversion of this Safe into shares of Standard Preferred Stock or Safe Preferred Stock, the Investor will execute and deliver to the Company all of the transaction documents related to the Equity Financing; *provided*, that such documents (i) are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable, and (ii) have customary exceptions to any drag-along applicable to the Investor, including (without limitation) limited representations, warranties, liability and indemnification obligations for the Investor.

(b) **Liquidity Event.** If there is a Liquidity Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds, due and payable to the Investor immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the greater of (i) the Purchase Amount (the "Cash-Out Amount") or (ii) the amount payable on the number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (the "Conversion Amount"). If any of the Company's securityholders are given a choice as to the form and amount of Proceeds to be received in a Liquidity Event, the Investor will be given the same choice, *provided* that the Investor may not choose to receive a form of

POST-MONEY VALUATION

consideration that the Investor would be ineligible to receive as a result of the Investor's failure to satisfy any requirement or limitation generally applicable to the Company's securityholders, or under any applicable laws.

Notwithstanding the foregoing, in connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce the cash portion of Proceeds payable to the Investor by the amount determined by its President in good faith for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, provided that such reduction (A) does not reduce the total Proceeds payable to such Investor and (B) is applied in the same manner and on a pro rata basis to all securityholders who have equal priority to the Investor under Section 1(d).

(c) Dissolution Event. If there is a Dissolution Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds equal to the Cash-Out Amount, due and payable to the Investor immediately prior to the consummation of the Dissolution Event.

(d) Liquidation Priority. In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard non-participating Preferred Stock. The Investor's right to receive its Cash-Out Amount is:

(i) Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Stock);

(ii) On par with payments for other Safes and/or Preferred Stock, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or Preferred Stock, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or Preferred Stock in proportion to the full payments that would otherwise be due; and

(iii) Senior to payments for Common Stock.

The Investor's right to receive its Conversion Amount is (A) on par with payments for Common Stock and other Safes and/or Preferred Stock who are also receiving Conversion Amounts or Proceeds on a similar as-converted to Common Stock basis, and (B) junior to payments described in clauses (i) and (ii) above (in the latter case, to the extent such payments are Cash-Out Amounts or similar liquidation preferences).

(e) Termination. This Safe will automatically terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Safe) immediately following the earliest to occur of: (i) the issuance of Capital Stock to the Investor pursuant to the automatic conversion of this Safe under Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b) or Section 1(c).

(f) Execution of the applicable shareholders agreement or contractual undertaking. The automatic conversion provided for pursuant to Section 1(a) shall be completed under the condition precedent of the signature by the Investor of the applicable shareholders agreement or contractual undertaking.

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2. *Definitions*

“Capital Stock” means the capital stock of the Company, including, without limitation, the “Common Stock” and the “Preferred Stock.”

“Change of Control” means (i) a transaction or series of related transactions in which any “person” or “group” or “entity” becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Company Capitalization” is calculated as of immediately prior to the Equity Financing and (without double-counting, in each case calculated on an as-converted to Common Stock basis):

- Includes all shares of Capital Stock issued and outstanding.
- Includes all Converting Securities.
- Includes all (i) issued and outstanding Options and (ii) Promised Options; and
- Includes the Unissued Option Pool, except that any increase to the Unissued Option Pool in connection with the Equity Financing shall only be included to the extent that the number of Promised Options exceeds the Unissued Option Pool prior to such increase.

“Converting Securities” includes this Safe and other convertible securities issued by the Company, including but not limited to: (i) other Safes; (ii) convertible promissory notes and other convertible debt instruments; and (iii) convertible securities that have the right to convert into shares of Capital Stock.

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“Direct Listing” means the Company's initial listing of its Common Stock (other than shares of Common Stock not eligible for resale under Rule 144 under the Securities Act) on a (i) US securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company's shareholders, or (ii) on any regulated market of the European Union, London as well as any other market approved by the Company's shareholders. For the avoidance of doubt, a Direct Listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary

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or involuntary.

“Dividend Amount” means, with respect to any date on which the Company pays a dividend on its outstanding Common Stock, the amount of such dividend that is paid per share of Common Stock multiplied by (x) the Purchase Amount divided by (y) the Liquidity Price (treating the dividend date as a Liquidity Event solely for purposes of calculating such Liquidity Price).

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed valuation, including but not limited to, a pre-money or post-money valuation.

“Initial Public Offering” means the closing of the Company's first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Capitalization” is calculated as of immediately prior to the Liquidity Event, and (without double-counting, in each case calculated on an as-converted to Common Stock basis):

- Includes all shares of Capital Stock issued and outstanding;
- Includes all (i) issued and outstanding Options and (ii) to the extent receiving Proceeds, Promised Options;
- Includes all Converting Securities, other than any Safes and other convertible securities (including without limitation shares of Preferred Stock) where the holders of such securities are receiving Cash-Out Amounts or similar liquidation preference payments in lieu of Conversion Amounts or similar “as-converted” payments; and
- Excludes the Unissued Option Pool.

“Liquidity Event” means a Change of Control, a Direct Listing, or an Initial Public Offering.

“Liquidity Price” means the price per share equal to the Post-Money Valuation Cap divided by the Liquidity Capitalization.

“Options” includes options, restricted stock awards or purchases, RSUs, SARs, warrants or similar securities, vested or unvested.

“Proceeds” means cash and other assets (including without limitation stock consideration) that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.

“Promised Options” means promised but ungranted Options that are the greater of those (i) promised pursuant to agreements or understandings made prior to the execution of, or in connection with, the term sheet or letter of intent for the Equity Financing or Liquidity Event, as applicable (or the initial closing of the Equity Financing or consummation of the Liquidity Event, if there is no term sheet or letter of intent), (ii) in the case of an Equity Financing, treated as outstanding Options in the calculation of the Standard Preferred Stock's price per share, or (iii) in the case of a Liquidity Event, treated as outstanding Options in the

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calculation of the distribution of the Proceeds.

“Safe” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations. References to “this Safe” mean this specific instrument.

“Safe Preferred Stock” means the shares of the series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the shares of Standard Preferred Stock, other than with respect to: (i) the per share liquidation preference and the initial conversion price for purposes of price-based anti-dilution protection, which will equal the Safe Price; and (ii) the basis for any dividend rights, which will be based on the Safe Price.

“Safe Price” means the price per share equal to the Post-Money Valuation Cap divided by the Company Capitalization.

“Standard Preferred Stock” means the shares of the series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

“Unissued Option Pool” means all shares of Capital Stock that are reserved, available for future grant and not subject to any outstanding Options or Promised Options (but in the case of a Liquidity Event, only to the extent Proceeds are payable on such Promised Options) under any equity incentive or similar Company plan.

3. Company Representations

- (a) The Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- (b) The execution, delivery and performance by the Company of this Safe is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company (subject to section 3(d)). This Safe constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To its knowledge, the Company is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material debt or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- (c) The performance and consummation of the transactions contemplated by this Safe do not and will not:
 - (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material debt or contract to which the Company is a party or

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by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Safe, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes, and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this Safe and to perform its obligations hereunder. This Safe constitutes valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor has been advised that this Safe and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Investor is purchasing this Safe and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

(a) Any provision of this Safe may be amended, waived or modified by written consent of the Company and either (i) the Investor or (ii) the majority-in-interest of all then-outstanding Safes with the same "Post-Money Valuation Cap" as this Safe (and Safes lacking such terms will be considered to be the same with respect to such term(s)), *provided that* with respect to clause (ii): (A) the Purchase Amount may not be amended, waived or modified in this manner, (B) the consent of the Investor and each holder of such Safes must be solicited (even if not obtained), and (C) such amendment, waiver or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the

POST-MONEY VALUATION

total Purchase Amount of all of such applicable group of Safes.

(b) Any notice required or permitted by this Safe will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 45 hours after being deposited in the mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this Safe, to vote or be deemed a holder of Capital Stock for any purpose other than tax purposes, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a Company stockholder or rights to vote for the election of directors or on any matter submitted to Company stockholders, or to give or withhold consent to any corporate action or to receive notice of meetings, until shares have been issued on the terms described in Section 1. However, if the Company pays a dividend on outstanding shares of Common Stock (that is not payable in shares of Common Stock) while this Safe is outstanding, the Company will pay the Dividend Amount to the Investor at the same time.

(d) Neither this Safe nor the rights in this Safe are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Safe and/or its rights may be assigned without the Company's consent by the Investor (i) to the Investor's estate, heirs, executors, administrators, guardians and/or successors in the event of Investor's death or disability, or (ii) to any other entity who directly or indirectly, controls, is

controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this Safe in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(e) In the event any one or more of the provisions of this Safe is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Safe operate or would prospectively operate to invalidate this Safe, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Safe and the remaining provisions of this Safe will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the laws of France, without regard to the conflicts of law provisions of such jurisdiction. Any dispute arising in connection with this Safe or as a result or consequence thereof not otherwise settled by amicable settlement within thirty (30) days as of the occurrence of the dispute shall be subject to the exclusive jurisdiction of the Paris courts (*tribunaux compétents du ressort de la Cour d'appel de Paris*).

(g) The parties acknowledge and agree that for United States federal and state income

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tax purposes this Safe is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Safe consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

IN WITNESS WHEREOF, the undersigned have caused this Safe to be duly executed and delivered.

Denovo Sciences Inc.

By: _____

Name: Hovakim Zakaryan

Title: President

Address:

Email: hovakimz@denovosciences.ai

INVESTOR:

By: _____

Name: Varazdat Avetisyan

Title: Director

Address: c. Gavar, Movsisyan 4

E-mail: info@sastic.org



GRANT AGREEMENT

Yerevan city, Republic of Armenia

September 13, 2023

Strategic Armenian Science and Technology Investment Community, a Non-governmental Organization (hereinafter – “SASTIC”) represented by the Managing Director Anna Galstyan (Passport: AR0643342, registered at RA, Gyumri city, K. Halabyan 3/1), on the one party, and “Bazoomq” Space Research Laboratory Foundation (hereinafter – “Grantee”) represented by the Director Avetik Grigoryan (ID: 010398642) on the other party,

Together referred to as the “Parties”, separately - “Party”,

Whereas:

- The purpose of the Grantee is to promote research in the field of Space to develop capabilities and skills for cutting-edge space research, education and startups in Armenia, end to end learning of satellite assembly, programming, functional testing, custom payload integration; creating groundwork for follow up missions; carrying payload designed and implemented in Armenia; (hereinafter referred to as the “Statutory Objectives”),
- For achieving its Statutory Objectives, the Grantee desires to launch first domestic satellite with SPACEX in 2023,
- SASTIC is willing to support the activity of the Grantee and the realisation of its Statutory Objectives,
- Entered into this Grant Agreement (hereinafter referred to as the “Agreement”) on the followings:

1. Purpose of the Grant

- 1.1. Under this Agreement SASTIC provides Grant funding to the Grantee gratuitously as a donation for the launch of Satellite (hereinafter – “Grant Purpose”).
- 1.2. The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the Grant Purpose.
 - The Grantee is entitled to apply to third parties for other funding at its sole discretion without any prior notification to or consent from SASTIC therefore. The Grantee commits to launch the satellite within 12 months of the Grant date and SASTIC reserves the right

to terminate the Agreement with refund if the Grantee decides to stop/cancel the implementation of the Project due to unforeseen reasons.

2. Grant Amount

- 2.1. SASTIC provides the Grantee with a Grant in the amount of AMD 7,330,000 (seven million three hundred thirty thousand Armenian drams), hereinafter – “Grant Funds”.

3. Ownership of Intellectual Property

3.1 In the event that SASTIC identifies opportunities that align with its collaborative goals and could leverage Bazoomq's intellectual property (IP), SASTIC reserves the right to initiate discussions regarding its potential utilisation. Such discussions will be conducted in good faith and with a shared understanding.

Any utilisation of Bazoomq's IP would necessitate a separate agreement to be established through subsequent negotiations between the parties. This provision is designed to encourage transparent collaboration while fully respecting Bazoomq's ownership and authority over its intellectual property.

This provision does not impose an obligation upon Bazoomq to grant access to its IP, nor does it confer upon SASTIC any rights to employ the IP without the execution of a distinct and separate agreement.

4. Promotion Requirements.

4.1. The Grantee agrees to allow SASTIC to publicise the Grant and its results (those subject to publicity), including the Grantee's name and organisation, in SASTIC's promotional materials and public reports.

5. Terms of Payment

5.1. The Grant Funds shall be provided to the Grantee as a lump sum within 15 (fifteen) working days upon the date of signing the Agreement.

5.2. All payments under this Agreement are made via wire transfer to the bank account of the Grantee in accordance with the payment requisites specified in this Agreement.

6. Transparency

6.1. The Grantee is committed to the principle of transparency and the Grantee undertakes to make available to SASTIC the information on use of Grant Funds upon the accomplishment of the Grant Purpose.

6.2 The Grantee shall provide SASTIC with periodic reports in accordance with the SASTIC reporting requirements detailing the use of Grant funds and reflecting the necessary grant-related information provided that it is in compliance with non-disclosure obligations of the Grantee toward third parties. Reports shall be submitted quarterly for three years.

7. Confidentiality

7.1. The Parties agree that the provisions of this Agreement and all information received by the Parties from each other, as well as the information marked as "confidential" or the information foreseen only for the receiver shall be considered confidential (hereinafter referred to as the "Confidential Information") and agree not to disclose, disseminate, publish or otherwise provide such information to any third party without prior written permission of the other Party, except for the cases prescribed by the applicable law. This clause shall survive the expiration of the Agreement term and will be valid for three years starting from the date of termination or expiration of the Agreement.

7.2. The Parties shall agree in writing with each other on the information disseminated about the Grant, its dissemination forms, methods, and platforms in advance. Notwithstanding aforementioned, the Parties acknowledge and confirm that SASTIC is entitled to publicise the Grant, including the Grantee's name and organisation and the Grant Purpose in its promotional materials and public reports. The Grantee agrees to acknowledge SASTIC's support in all presentations, publications, and other forms of communication related to this Grant.

8. Term and Termination

8.1. This Agreement is effective upon its bilateral signing by the Parties and shall remain in force till the proper and complete fulfilment of the obligations undertaken by the Parties under this Agreement.

8.2. This Agreement may be terminated by either party upon written notice to the other party.

8.3. The Grantee acknowledges that SASTIC reserves the right to terminate this Agreement if the Grantee breaches any of its obligations under this Agreement. In this case the Grantee shall immediately cease all use of the Grant funds and return any unused portion of the funds to SASTIC. Any materials, equipment, or other property purchased with only the Grant funds shall be returned to SASTIC or otherwise disposed of in a manner approved by SASTIC. The Grantee shall also cease any use of SASTIC's name or branding in connection with any work or activities related to the Grant.

9. Responsibility of the Parties

9.1. The Parties are liable for the complete performance of the obligations set forth in the Agreement in accordance with the legislation of the Republic of Armenia and the Agreement.

9.2. The Grantee is responsible for using the Grant Funds only for the Grant Purposes. SASTIC is entitled to terminate this Agreement and claim the return of Grant Funds in case the Grantee does not use the Grant Funds in compliance with the Grant Purpose. SASTIC shall not be liable for any damages or costs arising from Grantee's use of the Grant Funds.

10. Final provisions

10.1. This Agreement shall enter into force upon bilateral signing by the Parties and shall remain valid till complete and proper fulfilment of obligations undertaken by the Parties hereunder.

10.2. This Agreement may be amended or supplemented only by mutual written consent of the two Parties. All amendments to this Agreement, the appendices hereto, all agreements and documents concluded hereunder form an integral part of this Agreement.

10.3. This Agreement is regulated in compliance with the substantive legislation of the Republic of Armenia. Disputes arising between the Parties shall be settled by negotiations and in case no agreement is achieved thereby, they shall be solved in the courts of the Republic of Armenia.

10.4. Invalidity of any separate provision of the Agreement shall not lead to invalidity of other provisions thereof or that of the whole Agreement in case they can be performed regardless of existence of an invalid provision in the Agreement.

10.5. The Agreement shall substitute all written and verbal consents on the subject previously existing by and between the Parties.

10.6. By signing the Agreement, the Parties also represent that they are aware of its content, knowingly accept the above mentioned provisions and that they are signing the Agreement due to their free will.

10.7. This Agreement is made in English in two (2) original counterparts having equal legal force. Each Party shall be given one copy.

SASTIC

Grantee

Anna Galstyan
[Name and Signature]

Avetik Grigoryan
[Name and Signature]

____ Ameriabank _1570072123170100____
Bank Account

_ Inecobank _2052822194711001____
Bank Account

ՓՈԽԱՐԿԵԼԻ ՓՈԽԱՌՈՒԹՅԱՆ ԵՎ ՀԱՐԱԿԻՑ ՀԱՐՑԵՐԻ ՊԱՅՄԱՆԱԳԻՐ

«ՆՅՈՒ ՖԱՐՄԹԵՔ» ՓԲԸ

(թողարկող)

ԵՎ

«ՍԱՍՏԻԿ» ՀԿ

(Ներդրող)

միջև

Փոխարկելի փոխառության պայմանագիր

Երևան

№ _____

«ՆՅՈՒ ՖԱՐՄԹԵՔ» ՓԲԸ-ն, այսուհետ՝ «Փոխառու», ի դեմս տնօրեն Վիգեն Ստեփանյանի, որը գործում է կանոնադրության հիման վրա մի կողմից, և «ՍԱՍՏԻԿ» ՀԿ-ն, այսուհետ՝ «Ներդրող», ի դեմս տնօրեն Վարազդատ Ավետիսյանի, որը գործում է կանոնադրության հիման վրա, մյուս կողմից, միասին անվանվելով Կողմեր, կնքեցին սույն պայմանագիրը հետևյալի մասին

1. ՀԱՍԿԱՑՈՒԹՅՈՒՆՆԵՐ

Սույն պայմանագրում օգտագործվող հասկացությունները ունեն հետևյալ իմաստը

Որակավորված Երրորդ կողմի Ներդրում	US\$100,000-ին համարժեք ՀՀ դրամը գերազանցող այն Ներդրումն է, որի Ներդրողները փոխկապակցված չեն Փոխառուի ընթացիկ բաժնետերերի հետ:
Փոխառուի Երրորդ կողմի գնահատում	Փոխառուի գնահատման արժեքն է մինչև որակավորված Երրորդ կողմից Նոր Ներդրումներ Ներգրավելը:
Փոխարկման զեղչ	Փոխառությունը բաժնետոմսի փոխարկման պահին որակավորված Երրորդ կողմի Ներդրողին տրամադրվող բաժնետոմսի գնից նվազեցված գին Ներդրողին տրամադրվող բաժնետոմսի համար
Փոխառուի գնահատման սահմանաչափ	Փոխառությունը բաժնետոմսի փոխարկման գնահատման ամենաբարձր արժեքը
Փոխառությունը բաժնետոմսի փոխարկման գնահատում	Փոխառուի գնահատման արժեքն է որը օգտագործվում է Փոխառությունը բաժնետոմսի փոխարկման հաշվարկի մեջ: Սահմանվում է որպես i) Փոխառուի Երրորդ կողմի գնահատում, հանած Փոխարկման զեղչը, կամ ii) Փոխառուի գնահատման սահմանաչափը, վերցնելով նվազագույնը:
Փոխարկման գին	Փոխառությունը բաժնետոմսի փոխարկման գնահատումը, բաժանած Փոխառուի այն բաժնետոմսերի քանակին որոնք առկա են փոխարկումից առաջ

2. ՊԱՅՄԱՆԱԳՐԻ ԱՌԱՐԿԱՆ

2.1. Սույն Պայմանագրով Ներդրողը Փոխառուին տրամադրում է փոխարկելի փոխառություն հետևյալ պայմաններով

Փոխառության ծավալը	10,000,000 ՀՀ դրամ
Փոխառության նպատակը՝	Փոխառուի նախագծերի ֆինանսավորում և համակարգչային ծրագրի զարգացում
Փոխառության ժամկետը՝	Փոխառության առավելագույն ժամկետը 5 տարի է:
Փոխառության տոկոսը	Տարեկան 5 տոկոս
Տոկոսների վճարման պարբերականությունը	Տարեկան 1 անգամ՝ հաշվարկված սույն պայմանագրի 3.1 կետով սահմանված կարգով փոխառության գումարը պարտապանին փոխանցման պահից
Փոխառության վաղաժամկետ մարում	Սույն Պայմանագրի 3.4. կետով սահմանված կարգով
Փոխառուի գնահատման սահմանաչափ	USD \$225,000-ին համարժեք ՀՀ դրամ
Փոխարկման զեղչ	20%
Փոխակման պայմանները	Եթե փոխառուն ներգրավում է Որակավորված Երրորդ կողմի ներդրում, փոխարկելի փոխառությունը փոխակերպվում է բաժնետոմսի Փոխարկման գնով:
Ընկերության լուծարման կամ սնանկացման դեպք	Եթե մինչև սույն պայմանագրի դադարումը Փոխառուն լուծարվում կամ սնանկանում է, Փոխառուն պարտավոր է իրականացնել փոխառության մնացորդի ամբողջական մարում, ներառյալ չվճարված տոկոսները: Այս փոխառության մարումը ունի նախապատվություն սեփական բոլոր տեսակ բաժնետոմսերի (սովորական, արտոնյալ և այլն) համեմատ:

3. ՓՈԽԱՌՈՒԹՅԱՆ ՏՐԱՄԱԴՐՄԱՆ ԵՎ ՏՈԿՈՍՆԵՐԻ ՄԱՐՄԱՆ ԿԱՐԳԸ

3.1. Սույն պայմանագիրը ստորագրելուց հետո 10 աշխատանքային օրվա ընթացքում Ներդրողը փոխառության գումարը փոխանցում է Փոխառուի՝ սույն պայմանագրով նշված բանկային հաշվին:

3.2. Փոխառության մարումն իրականացվում է սույն պայմանագրի 1.2.-ով սահմանված փոխարկման միջոցով կամ եթե փոխարկումը կողմերի համաձայնությամբ չի իրականացվում, ապա ժամկետը լրանալու պահին ամբողջական մարմամբ՝ փոխառության գումարը և կուտակված տոկոսը փոխանցելով Ներդրողի՝ սույն պայմանագրով նշված բանկային հաշվին:

3.3. Եթե փոխարկումն իրականացնելու պահի դրությամբ առկա են կուտակված տոկոսներ, ապա դրանք վճարվում են միջև փոխարկման գործարքի իրականացումը:

3.4. Ներդրողը կարող է պահանջել Փոխառության վաղաժամկետ մարում, ներդրողը եթե չի ապահովում սույն պայմանագրի 3-րդ կետով սահմանված պայմանների կատարումը:

4. ԼՐԱՑՈՒՑԻՉ ԴՐՈՒՅԹՆԵՐ

4.1. Սույն պայմանագիրը ստորագրելուց հետո 1 ամսվա ընթացքում Ներդրողը Փոխառուին ներկայացնում է թեկնածություն Փոխառուի խորհրդում որպես դիտորդ անդամ հանդես գալու համար: Դիտորդ անդամը խորհրդում չունի ձայնի իրավունք և չի մասնակցում քվեարկությանը, սակայն կարող է հանդես գալ խորհրդակցական առաջարկներով՝ ի շահ Ներդրողի և Փոխառուի:

4.2. Փոխառուն պարտավորվում է սույն պայմանագրի գործողության ողջ ընթացքում եռամսյա պարբերականությամբ Ներդրողին տրամադրել տեղեկատվություն՝ պայմանագրով նախատեսված ծրագրերի իրականացման վերաբերյալ, ինչպես նաև Ներդրողի հարցման դեպքում տրամադրել նրա կողմից պահանջվող փաստաթղթեր և այլ տեղեկություններ՝ ապահովելով Կողմերի միջև կնքված «Գաղտնիության պահպանման համաձայնագրի» պայմանները:

5. ԿՈՂՄԵՐԻ ՀԱՂՈՐԴԱԿՑՈՒՄԸ, ՎԵՃԵՐԻ ԼՈՒՃՈՒՄԸ ԵՎ ԿՈՂՄԵՐԻ ՊԱՏԱՍԽԱՆԱՏՎՈՒԹՅՈՒՆԸ

5.1. Կողմերը միմյանց հետ հաղորդակցվում են սույն պայմանագրին կից ներկայացվող հաղորդակցության միջոցներով և կոնտակտային անձանց միջոցով:

5.2. Սույն պայմանագրի հետ կապված վեճերը լուծվում են բանակցությունների և ՀՀ օրենսդրությամբ սահմանված կարգով:

5.3. Սույն պայմանագրի չկատարման կամ ոչ պատշաճ կատարման դեպքում կողմերը պատասխանատվություն են կրում ՀՀ օրենսդրությամբ սահմանված կարգով:

6. ՊԱՅՄԱՆԱԳՐԻ ՈՒԺԻ ՄԵՋ ՄՏՆԵԼԸ ԵՎ ԳՈՐԾՈՂՈՒԹՅԱՆ ԺԱՄԿԵՏԸ

6.1. Պայմանագիրն ուժի մեջ է մտնում ստորագրման պահից և գործում է մինչև փոխարկման իրականացումը կամ, փոխարկումը չկատարվելու դեպքում, մինչև փոխառության ամբողջական մարումը:

ԿՈՂՄԵՐԻ ԿԱԿԵՐԱՊԱՅՄԱՆՆԵՐԸ

Փոխառու

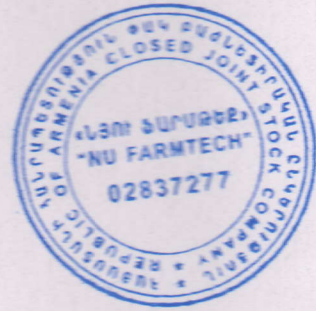
Վիգեն Ասեմյան

Մեօրեն ԵՊԸ (04.08.2023)

Ներդրող

Հրաչյա Ասեմյան

Մեօրեն ՉԴԸ (04.08.2023)



**Term Sheet for
Series Seed Financing for
Nu Farm Tech
June 29th, 2023**

The following is a summary of principal terms with respect to the proposed Series Seed financing ("**Financing**") of Nu Farm Tech (the "**Company**"). Such summary terms do not constitute a legally binding obligation. Any legally binding obligations will only be made pursuant to definitive agreements to be negotiated and executed by the parties.

SASTIC is excited to work with and support the Company in expanding its operations. As part of this partnership, SASTIC is committing to a financial investment into the Company, supplemented by advice and mentorship in Finance, Management and other areas, with the aim of growing the Company into a leader in agri-tech.

To allow the Company added flexibility and choice, SASTIC is proposing the financing structure outlined below.

Structure:	Convertible Debt Financing
Overview:	<p>The Company issues SASTIC Convertible Notes. The Notes accrue Interest at the Interest Rate. During the first three years, Interest can be paid in cash or in-kind, at the Company's discretion. After three years, interest is payable in cash.</p> <p>If the Company completes a Qualifying Third-Party Equity Investment, the Convertible Notes convert into shares at a 20% discount to the per-share valuation of such Third-Party Investment, subject to a Valuation Cap.</p>
Financing Amount:	US\$25,000
Interest Rate:	5.0% per annum
Qualifying Third-Party Equity Investment:	An equity investment into the Company where US\$100,000 or greater is originating from entities or individuals not affiliated with the co-founders of the Company.
Valuation Cap:	US\$225,000
Other:	SASTIC appoints one Observer to the Company's Board.

SCHOLARSHIP AGREEMENT

This Scholarship Agreement ("Agreement") was entered into on 09.11.2023 by and between Strategic Armenian Science and Technology Investment Community ("SASTIC") and Technological Education Foundation ("TEF"); executor - Armenian Code Academy ("ACA")) with the purpose of providing educational support to persons displaced from Artsakh.

Scholarship Program Details

The Scholarship Program will encompass three months of Introduction Courses, designed to equip the recipients with valuable skills and knowledge aligned with the dynamic technological landscape. For this purpose, SASTIC provides funds (AMD 2,000,000) to TEF to implement a Scholarship Program for 18 (eighteen) individuals displaced from Artsakh.

Upon successful completion of the Introduction Courses, SASTIC will allocate an additional AMD 2,000,000 to fund an Advanced Level scholarship.

Scholarship requirements

1. Scholarship recipients must be individuals displaced from Artsakh and enrolled in the educational programs offered by TEF.
2. TEF is responsible for recruiting and selecting scholarship beneficiaries, ensuring transparency, and adherence to the criteria established by SASTIC. TEF shall establish a transparent application process with clear guidelines and deadlines for interested applicants.
3. TEF shall provide SASTIC with the personal data, including name, surname, email, and phone number, of the recruited students for the purpose of monitoring scholarship utilisation. SASTIC commits to safeguarding personal data through rigorous privacy measures and compliance with data protection regulations.
4. The Introduction scholarship funds shall be used exclusively to cover course-related expenses, the details of which shall be outlined by TEF.
5. SASTIC reserves the right to audit the use of funds to ensure they are being used for their intended purpose.
6. TEF shall provide monthly reports to SASTIC, which will include information about the number of scholarship recipients, their academic performance, and how the scholarship funds have been utilised.
7. Scholarship recipients to be made aware that the scholarship is provided by SASTIC.

8. SASTIC's additional funding for the Advanced Level scholarship will be disbursed only upon the successful completion of the Introduction Courses by the initial scholarship recipients.
9. Selection of scholarship recipients for the Advanced Level scholarships will be based on academic merit, and top achievers will be chosen, always in line with the allocated budget.
10. During the stage above, TEF and SASTIC may collaborate to provide mentorship opportunities for students to further enhance their growth.
11. SASTIC to be informed and invited to participate in the handover of the certificates to Scholarship recipients.
12. TEF will leverage its extensive network to explore potential job placement opportunities for scholarship recipients, strengthening their career prospects and contributing to Armenia's technological ecosystem.

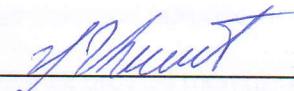
Communication

There should be open communication between SASTIC and TEF regarding any changes, challenges, or developments related to the scholarship program.

Disbursement of Funds

1. SASTIC will provide the scholarship funds in two instalments. The first instalment shall be released upon the selection of Introduction course beneficiaries. The second instalment will be released after the successful completion of the Introduction level.
2. All payments under this Agreement are made via wire transfer to the bank account of TEF in accordance with the payment requisites specified in this Agreement.

SASTIC



Name, signature
Varazdat Avetisyan
Bank Account
"Ameriabank" CJSC
Account number: 1570072123170100
Tax code: 08424256

TEF Foundation



Name, signature
Pylynguzh A. G.
Bank Account
"Ameriabank" CJSC
Account number: 1570091228370100
Tax code: 08246471



GRANT AGREEMENT

Yerevan city, Republic of Armenia
2023

April 21,

Strategic Armenian Science and Technology Investment Community, a Non-governmental Organization (hereinafter – “SASTIC”) represented by the Director Varazdat Avetisyan (ID 012096996, registered at RA, Gavar city, Nalbandyan 3/19), on the one party, and Armenian Bioinformatics Institute, a Scientific-educational Foundation (hereinafter – “Grantee”) represented by the Director Lilit Nersisyan (ID 006019574) on the other party,

Together referred to as the “Parties”, separately - “Party”,

Whereas:

- The purpose of the Grantee is to promote research in the fields of bioinformatics and genomics (hereinafter referred to as “Bioinformatics”), to promote quality teaching of the Bioinformatics and the Related Fields at the Armenian educational institutions and to develop an efficient system and environment conducive to implementation of research in the Bioinformatics and in the Related Fields; (hereinafter referred to as the “Statutory Objectives”),
- For achieving its Statutory Objectives, the Grantee desires to acquire a computer server,
- SASTIC is willing to support the activity of the Grantee and the realisation of its Statutory Objectives,
- Entered into this Grant Agreement (hereinafter referred to as the “Agreement”) on the followings:

1. Purpose of the Grant

- 1.1. Under this Agreement SASTIC provides Grant funding to the Grantee gratuitously as a donation for acquisition of the computer server necessary for realisation of the Statutory Objectives of the Grantee (hereinafter – “Grant Purpose”).
- 1.2. The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the Grant Purpose.
- 1.3. The Grantee is entitled to apply to third parties for other funding for acquisition of the computer server at its sole discretion without any prior notification to or consent from SASTIC therefore. The Grantee commits to acquiring a server within 6 months of the Grant

date and SASTIC reserves the right to terminate the Agreement with refund if this objective is not met.

2. Grant Amount

- 2.1. SASTIC provides the Grantee with a Grant in the amount of AMD 2,750,000 (two million seven hundred fifty thousand Armenian drams), hereinafter – “Grant Funds”.

3. Terms of Payment

- 3.1. The Grant Funds shall be provided to the Grantee as a lump sum within 15 (fifteen) banking days upon the date of signing the Agreement.
- 3.2. All payments under this Agreement are made via wire transfer to the bank account of the Grantee in accordance with the payment requisites specified in this Agreement.

4. Transparency

- 4.1. The Grantee is committed to the principle of transparency and the Grantee undertakes to make available to SASTIC the information on use of Grant Funds upon the accomplishment of the Grant Purpose.
- 4.2. The Grantee shall provide SASTIC with periodic reports in accordance with the SASTIC reporting requirements detailing the use of Grant funds and reflecting the necessary grant-related information provided that it is in compliance with non-disclosure obligations of the Grantee toward third parties. Reports shall be submitted quarterly for three years.

5. Confidentiality

- 5.1. The Parties agree that the provisions of this Agreement and all information received by the Parties from each other, as well as the information marked as “confidential” or the information foreseen only for the receiver shall be considered confidential (hereinafter referred to as the “Confidential Information”) and agree not to disclose, disseminate, publish or otherwise provide such information to any third party without prior written permission of the other Party, except for the cases prescribed by the applicable law. This clause shall survive the expiration of the Agreement term and will be valid for three years starting from the date of termination or expiration of the Agreement.
- 5.2. The Parties shall agree in writing with each other on the information disseminated about the Grant, its dissemination forms, methods, and platforms in advance. Notwithstanding aforementioned, the Parties acknowledge and confirm that SASTIC is entitled to publicise the Grant, including the Grantee's name and organisation and the Grant Purpose in its promotional materials and public reports. The Grantee agrees to acknowledge SASTIC's support in all presentations, publications, and other forms of communication related to this

Grant. Specifically, the Grantee agrees to include the following language in all presentations, publications, and other forms of communication related to the Grant: "The project was supported by the Strategic Armenian Science and Technology Investment Community (SASTIC)."

6. Term and Termination

- 6.1. This Agreement is effective upon its bilateral signing by the Parties and shall remain in force till the proper and complete fulfilment of the obligations undertaken by the Parties under this Agreement.
- 6.2. This Agreement may be terminated by either party upon written notice to the other party.
- 6.3. The Grantee acknowledges that SASTIC reserves the right to terminate this Agreement if the Grantee breaches any of its obligations under this Agreement. In this case the Grantee shall immediately cease all use of the Grant funds and return any unused portion of the funds to SASTIC. Any materials, equipment, or other property purchased with only the Grant funds shall be returned to SASTIC or otherwise disposed of in a manner approved by SASTIC. The Grantee shall also cease any use of SASTIC's name or branding in connection with any work or activities related to the Grant.

7. Responsibility of the Parties

- 7.1. The Parties are liable for the complete performance of the obligations set forth in the Agreement in accordance with the legislation of the Republic of Armenia and the Agreement.
- 7.2. The Grantee is responsible for using the Grant Funds only for the Grant Purposes. SASTIC is entitled to terminate this Agreement and claim the return of Grant Funds in case the Grantee does not use the Grant Funds in compliance with the Grant Purpose.
- 7.3. SASTIC shall not be liable for any damages or costs arising from Grantee's use of the Grant Funds.

8. Final provisions

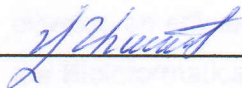
- 8.1. This Agreement shall enter into force upon bilateral signing by the Parties and shall remain valid till complete and proper fulfilment of obligations undertaken by the Parties hereunder.
- 8.2. This Agreement may be amended or supplemented only by mutual written consent of the two Parties. All amendments to this Agreement, the appendices hereto, all agreements and documents concluded hereunder form an integral part of this Agreement.
- 8.3. This Agreement is regulated and construed in compliance with the substantive law of the Republic of Armenia. Disputes arising between the Parties shall be settled by negotiations

and in case no agreement is achieved thereby, they shall be solved in the courts of the Republic of Armenia.

- 8.4. Invalidity of any separate provision of the Agreement shall not lead to invalidity of other provisions thereof or that of the whole Agreement in case they can be performed regardless of existence of an invalid provision in the Agreement.
- 8.5. The Agreement shall substitute all written and verbal consents on the subject previously existing by and between the Parties.
- 8.6. By signing the Agreement, the Parties also represent that they are aware of its content, knowingly accept the above mentioned provisions and that they are signing the Agreement due to their free will.
- 8.7. This Agreement is made in English in two (2) original counterparts having equal legal force. Each Party shall be given one copy.

SASTIC: [Name and Signature]

Varazdat Avetisyan



Grantee: [Name and Signature]

Lilit Nersisyan

