



PARTNERSHIP AGREEMENT

BETWEEN

SYRDARYA REGIONAL YOUTH TECHNOPARK LLC with registered office in Gulistan city Syrdarya region, Uzbekistan PC: 120100 Gulistan-University-Dustlik channel str no. 2A, Tax code/VAT no. 309109686 in the person of its Legal Representative Director Mr. Bakhodir Kushiev by virtue of the powers conferred on it (hereinafter, for brevity, also "Syrdarya **TEXNOPARK**"),

AND

GUAMÁ SCIENCE AND TECHNOLOGY PARK with registered office in the city Belém, state of Pará, Brazil, PC: 66075-750, Avenida Perimetral da Ciência km 01, S/N - Guamá in the person of its Legal Representative President Rodrigo Quites Reis by virtue of the powers conferred on it (hereinafter, for brevity, also "**GUAMÁ SCIENCE AND TECHNOLOGY PARK**"),

(individually hereinafter referred to as the "Party" and jointly as the "Parties")

WHEREAS

- a) **Syrdarya Technopark** has its own deal flow of projects and business opportunities, generated by its call-for-ideas and call-for-projects programmes, by the recurring scouting activities of its team and shareholders, as well as through its wide network of partners;
- b) **Syrdarya Technopark** aims to work with the best partners in the ecosystem: venture capital funds, business angels, research centres, universities, Technoparks and corporations to strengthen and develop the business of funded initiatives;
- c) **Syrdarya TEXNOPARK** aims to develop the activities of the Youth Academy, increasing the intellectual, scientific, and creative potential of young people in cooperation with local executive authorities, educational institutions, scientific organizations, and Technology and Innovation Support Centres;
- d) **GUAMÁ SCIENCE AND TECHNOLOGY PARK** is the first science and technology park established in the Brazilian Amazon region, with the intention to promote the sustainable development of its region;
- e) **GUAMÁ SCIENCE AND TECHNOLOGY PARK** aims to expand its international relationship network with important key partners around the world and taking advantage of the opportunity that the city of Belém will host the United Nations' Conference of the Parties (COP) in 2025;



- f) Both **Syrdarya Technopark** and **GUAMÁ SCIENCE AND TECHNOLOGY PARK** share common interests as the following:
- i. Creation of necessary conditions for the analytical thinking of young people in the regions, their widespread involvement in scientific research and innovative activities, the manifestation of their intellectual potential and social adaptation of talented, enterprising young people;
 - ii. Increase the innovation potential of regions by creating a single space for the development of youth "Startup" projects and their implementation;
 - iii. Deepening the integration of science, education and production in order to train qualified personnel that meet modern requirements, as well as to provide regions with high-quality, high-tech products and services;
 - iv. To help talented young people to improve their skills in prestigious scientific centres, universities, technological parks and production organizations of developed foreign countries;
 - v. Organization of trainings and master classes, as well as scientific and technical conferences, seminars, training courses with the participation of representatives of leading companies, qualified specialists and experts, in order to develop practical skills in young people and establish innovative and corporate relations with manufacturers organization of trainings;
 - vi. Attracting scientific staff, professors and students of higher education institutions in order to implement scientific and technical, innovative and "startup" projects of higher educational institutions;
- g) Considering the convergence of the purposes of the Parties, referred to in the previous points of the Preamble, **GUAMÁ SCIENCE AND TECHNOLOGY PARK** and **Syrdarya TEXNOPARK**, within the scope of their respective missions, are interested in starting a collaborative relationship in order to intercept any business initiatives of common interest and support them. The modalities, terms and conditions of such cooperation shall be governed by this Agreement.
- h) The Parties are aware that in verifying the compatibility between their respective intentions they may become aware of confidential information and documents that they undertake, with the signing of this Partnership Agreement, to keep confidential and not to disclose to third parties;
- i) The Parties mutually acknowledge that this Partnership Agreement is not binding between them, who consequently do not assume any commitment and no obligation.



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IN THE VIEW OF ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1 - Recitals

1.1 The recitals form an integral part of this Agreement, with covenant value, as well as an essential interpretative criterion of the same.

Article 2 - Purpose

2.1 The purpose of this Agreement is to establish a collaborative relationship with the following objectives:

2.1.1 – Deal Flow Collaboration

As part of the scouting activities, in relation to the typical venture capital processes, carrying out call-for-ideas and call-for-projects, incubation programmes, etc., the Parties may carry out mutual reporting activities of ideas, projects, business initiatives and spin-offs that may already have been established or are in the process of being established, which represent a potential investment target for the Parties.

In order to make the development of this area of collaboration effective and efficient, the Parties will mutually indicate the areas of specific interest for their investment purposes and any further selection criteria.

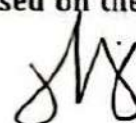
As part of the Deal Flow Collaboration activities, **GUAMÁ SCIENCE AND TECHNOLOGY PARK** will be able to participate in up to two events organised by Syrdarya Technopark ("InnoX" Incubator) in order to support and encourage the entrepreneurial development of research teams and start-ups, selecting potential projects to be financed.

2.1.2 – Co-Investment Collaboration

Syrdarya **TECHNOPARK** and **GUAMÁ SCIENCE AND TECHNOLOGY PARK** may participate jointly in investment operations in potential targets of common interest.

The co-investment transactions may arise from reports and proposals indicated by each Party, following the respective resolution of equity investment transactions and subsequent follow-on, communicated to the other Party before the completion of the same transaction, in order to expand and/or share the amount of the proposed investment.

The economic and governance aspects associated with co-investment transactions that may be positively concluded by Syrdarya **TECHNOPARK** and **GUAMÁ SCIENCE AND TECHNOLOGY PARK**, shall be governed by a separate agreement and/or be reflected in the specific co-investment agreements, which will be negotiated between the Parties in good faith and based on the specific characteristics of the transaction carried out.





2.1.3 – Technical Advisory

Syrdarya **TECHNOPARK** and **GUAMÁ SCIENCE AND TECHNOLOGY PARK** will mutually provide technical advisory services to startups within the portfolio based on their specific expertise, as mutually defined from time to time.

These activities will be subject to economic and time quantification through ad-hoc contracts. It is understood that all of these efforts are part of the broader objective to function as a Tech Transfer Operator, making available to the ecosystem all the technical expertise at our disposal.

2.1.4 – Sharing of spaces dedicated to research laboratories and technology assets

Syrdarya **TECHNOPARK** is in search of laboratories and technological spaces that can be used by startups within its network for the purpose of their development and scientific research. **GUAMÁ SCIENCE AND TECHNOLOGY PARK** owns the laboratories, equipment, and expertise to support Syrdarya **TECHNOPARK** in carrying out its activities.

In consideration of the above, on one hand, Syrdarya **TECHNOPARK** will have the authority to inform **GUAMÁ SCIENCE AND TECHNOLOGY PARK** of the startups that may need to use their laboratories from time to time. On the other hand, **GUAMÁ SCIENCE AND TECHNOLOGY PARK** will provide Syrdarya **TECHNOPARK** and its affiliated startups with their own laboratories and technological spaces, as well as specialized resources for overseeing and assisting startups in their use, where necessary.

Whenever Syrdarya **TECHNOPARK** proposes a startup to **GUAMÁ SCIENCE AND TECHNOLOGY PARK**, the Parties will enter into a specific contract that will detail the use of the laboratories/spaces and resources, in exchange for compensation, as well as any additional activities that will be carried out by **GUAMÁ SCIENCE AND TECHNOLOGY PARK** and Syrdarya **TECHNOPARK** for the purpose of developing the startup's business ("Executive Contract").

2.2 For the pursuit of the purposes indicated in the previous point, each of the Parties will remain free to proceed with the possible activation of specific deal flow and co-investment reporting processes, reserving the right to establish from time to time the operating procedures and the purposes of the possible involvement of the other party.

2.3 Any subsequent developments resulting from the collaboration covered by this Partnership Agreement, which will result in the provision of specific mutual and/or joint activities to support the business projects that will be selected, will be managed on the basis of specific separate contractual agreements, aimed at regulating the methods, terms and conditions of the activities identified from time to time, respecting the specificities and core business strategies of each of the Parties, negotiated in good faith.

2.4 The Parties hereby declare that any future and possible collaboration between them, with reference to the areas of collaboration covered by this Partnership Agreement, will always be based on principles of fairness and good faith in contractual relations.





2.5 For the entire duration of this Agreement, GUAMÁ SCIENCE AND TECHNOLOGY PARK commits to refrain from providing services identical or similar to those specified in this Partnership Agreement on behalf of any third party engaged in activities competing with Syrdarya Youth Technopark

Article 3 – Term

This Partnership Agreement will last for 2 years, starting from its signing, after which it will be tacitly renewed for the same period, unless cancelled in writing by registered letter with at least 30 days' notice.

Article 4 – Costs

All costs that the Parties may have to bear for the activities deriving from this Partnership Agreement are and will remain the responsibility of each of the Parties, in such a way that neither of them can ever charge the other costs related to their sphere of activity.

Article 5 - Confidentiality

5.1 The Parties undertake not to disclose to third parties any information in relation to the content of this contract, except as required by law.

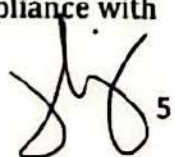
5.2 The Parties undertake not to disclose to third parties all information of an economic, financial, technical-commercial or any other nature relating to business initiatives - subject of the collaboration referred to in this Partnership Agreement - that have been and will be made available by each of the Parties to the other, in any way acquired, in any form or from any media obtained, including, by way of example, documents, drawings, films, magnetic and optical media, programmes, applications, software documents, and any other material data of any nature, regardless of whether they have been marked or indicated as confidential or restricted property.

Article 6 - Processing of personal data pursuant to Regulation 2016/679/EU (General Data Protection Regulation)

6.1 For the purposes of the execution of this Partnership Agreement, each of the Parties will act as an independent controller of the processing of personal data that may be communicated by one Party to the other in the context of the execution of this Partnership Agreement.

6.2 Each of the Parties declares and guarantees that any communication of personal data takes place in accordance with the Applicable Privacy Policy, acquiring, if provided, from the data subjects the consent to communicate to the other Party the personal data necessary to carry out the activities covered by this Collaboration Agreement.

6.3 The Parties, each within the scope of this Partnership Agreement, undertake to hold each other harmless from any dispute, action or claim made against them by the data subjects and/or any other person and/or Authority as a result of any non-compliance with the applicable legislation on the processing of personal data.





Article. 7 - Use of names

The Parties may be mutually mentioned with their respective corporate names for reference purposes only. These citations may be accompanied by a generic description of the services offered and the use of the respective names and logos. Additionally, the Parties hereby grant authorization to use their corporate names and logos on the webpage and in press releases to be sent to journalistic publications and for publication on social media platforms.

Article. 8 - Applicable law and Jurisdiction

8.1 Any dispute arising from this Agreement shall be resolved through good faith negotiation between the Parties. In the event that the Parties do not reach an agreement within 30 days, the dispute shall be submitted to the exclusive jurisdiction of the competent Court.

Gulistan city, Belém – February 14th, 2024

SIRDARYA YOUTH TECHNO PARK LLC

The legal representative:

Director of Sirdarya regional

Youth Technopark

Mr. Bakhodir KUSHIEV



Handwritten signature of Mr. Bakhodir KUSHIEV, written in black ink over a horizontal line.

GUAMÁ SCIENCE AND TECHNOLOGY PARK

The legal Representative:

President

Mr. Rodrigo Quites REIS



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