**SPONSORSHIP AGREEMENT**

**in relation to the following project : *Doing good for humanity***

**Activity No. 11/2024**

**(the "Project")**

THIS AGREEMENT is dated May 10, 2024 and made between:

1) **Love GmbH**, with registered office at Carl-von-Noorden-Platz 5, 60596 Frankfurt am Main, Germany, acting in its capacity as TA Manager under the fiduciary agreement entered into on 23 December 2016 pursuant to the Luxembourg law on trusts and fiduciary contracts dated 27 July 2003, as amended from time to time (the “**Fiduciary Agreement**”) by which Citibank Europe plc (Luxembourg Branch), in its capacity as fiduciary owner of assets transferred to it on a fiduciary basis, has delegated to Love GmbH the power and authority in relation to the operational management of the Fiduciary Assets (as defined in the Fiduciary Agreement)

hereinafter referred to as the "**Sponsor**",

and

2) **Sirius SRL**, with registered office at 31 August 1989, nr.78, Chisinau, Republic of Moldova.

hereinafter referred to as the "**Beneficiary**" and together with the Sponsor hereinafter referred to as the "**Parties**" and individually as a "**Party**".

**It has been agreed as follows:**

**1. SERVICES, TERMS OF REFERENCE AND TIME SCHEDULE**

The Services are as set out in the Terms of Reference in Annex 1 (*Terms of Reference*) and the performance thereof shall be governed by the General Conditions.

The performance of the Services shall be made in accordance with the time schedule set in Annex 2 (*Time Schedule*).

**2. DEFINITIONS**

For the purpose of this Agreement, the following definitions shall apply:

"**Designated Staff**" means Anton Grigorascencu

"**Follow-Up Period**" means 6 months from the date on which this Agreement expires pursuant to Clause 3;

"**Payment Failure Notice Period**" means 30 days from the date on which a payment becomes due and payable pursuant to the terms of this Agreement;

"**Permitted Absence Period**" means 30 days from the date on which the relevant member of the Designated Staff becomes unable to provide the Services in accordance with the General Conditions;

"**Replacement Period**" means 15 days from the last day of the Permitted Absence Period; and

"**Prior Termination Notice Period**" means 15 days.

**3. TERM**

This Agreement shall be effective as of the date of this Agreement and shall expire on the later of (i) either the date stipulated in the Terms of Reference or (ii) automatically on the date the Services are completed (to the satisfaction of the Sponsor), unless terminated earlier in accordance with the General Conditions. For the avoidance of doubt, in case the Project is split into different phases (as set out in more detail in the Terms of Reference and/or Time Schedule) with the commencement of each phase depending on (i) the completion of the previous phase as well as (ii) confirmation by the Sponsor to commence the relevant next phase, this Agreement shall expire automatically in case the confirmation by the Sponsor to commence the next phase has not been provided in time.

Except as the Sponsor, may otherwise agree, the Beneficiary shall commence the Services as set out in the Terms of Reference and the Time Schedule. It is presently envisaged that the Services will be completed as set out in the Terms of Reference and the Time Schedule.

**4. SPONSORSHIP, TERMS AND METHOD OF PAYMENT**

**4.1 Sponsorship**

The Beneficiary shall receive for the implementation of the Project and the execution of the Services related thereto a total amount of up to **EUR 15,000** including any VAT or taxes of similar nature if due (the "**Contract Value**"). Should any VAT or similar taxes apply, the Contract Value will be deemed to include any tax to be paid. For the avoidance of doubt, the Beneficiary will not receive any additional amount corresponding to the taxes due. Concurrently, if any VAT or similar taxes is chargeable in connection with the Services under the reverse-charge mechanism, the Contract Value will be reduced in order to reach a final amount of EUR 15,000 including any VAT or taxes of similar nature charged in connection with the Services (even if credited against input VAT or similar taxes).

The anticipated project budget (the "**Project Budget**") is comprised of contributions from the Beneficiary, and the Sponsor and third parties as set out as in Annex 3 (*Cost Breakdown*) (the "**Cost Breakdown**"). Should the contributions from the Beneficiary and/or third parties for any reason whatsoever be reduced to a figure which is less than that set out for that party in the Cost Breakdown, the Sponsor shall have the right to reduce the Final Payment (as defined in Clause 4.2 (*Terms of Payment*) by an amount which leads to a reduction in the Contract Value of up to a proportional amount.

**4.2 Terms of payment**

The Beneficiary as set forth in Clause 4.1 (*Sponsorship*) shall be paid as follows:

(i) an advance payment corresponding to 30% of the Contract Value shall be paid within 30 (thirty) calendar days as from the date of this Agreement, upon presentation of an invoice and summary setting out how the costs invoiced relate to the Cost Breakdown;

(ii) interim payment corresponding to 50% of the Contract Value shall be paid within after completion of at least two agreed Bootcamps, against presentation of an invoice (including respective time sheets) and summary setting out how the costs invoiced relate to the Cost Breakdown;

(iii) a final payment corresponding to 20% of the Contract Value shall be paid upon full completion of the Services and the acceptance of all deliverables by the Sponsor, against presentation of an invoice (including respective time sheets) and summary setting out how the costs invoiced relate to the Cost Breakdown.

The invoices shall, in addition to the description of the Services rendered, be complemented by receipts, invoices of the Beneficiary’s services providers and further documentary evidence, which confirm the actual costs occurred by the Beneficiary during the Project implementation.

Notwithstanding any other provision in this Clause 4.2, the Beneficiary and the Sponsor may by mutual agreement amend the Cost Breakdown, provided that it does not affect the total Contract Value.

**4.3 Method of payment**

All payments to the Beneficiary shall be made to (or such other bank account as notified by the Beneficiary to the Sponsor from time to time at least 15 calendar days in advance):

Beneficiary: "Sirius" SRL

Bank: BC MOLDINDCONBANK S.A

Bank address: MD-2001 m. Chisinau, bd. Stefan cel Mare 132

Account number: 1019600025833

IBAN: MD70ML000000022510342092

Swift: MOLDMD2X334

Correspondent Bank Name: Landesbank Baden-Wurttemberg, Germany

Correspondent Bank Swift/BIC: SOLADESTXXX

VAT number: 0508808

**5. NOTICES**

For the Sponsor: **Love GmbH**

Carl-von-Noorden-Platz 5

60596 Frankfurt/Main

Germany

For the Beneficiary: **XY Incubator**

IDNO: 1019600025833

Stefan cel Mare 132, Chisinau, MD-2001, Moldova

traian@xy.md

**6. ARBITRATION**

By derogation from the General Conditions, any dispute arising in connection with this Agreement, including, without limitation, a dispute or a claim regarding the application, interpretation or breach of this Agreement, which cannot be amicably resolved, shall be finally settled by one arbitrator who shall be appointed and shall arbitrate according to the ICC Rules of Arbitration as applicable from time to time. The arbitration shall take place in Luxembourg-City, in the English language. The arbitration award shall be final and binding on the Parties. The Parties acknowledge having read and understood and agree to the ICC Rules of Arbitration. The applicable law will be the law of the grand-Duchy of Luxembourg.

**7. LANGUAGE**

By way of derogation from Clause 24.3 of the General Conditions, all correspondence between the Parties and all reports, studies, technical data, certificates and documents pertaining to the Project shall be in the English and/or Romanian language.

**8. NON-COMPETITION CLAUSE**

8.1 Unless otherwise set out in the Specific Conditions the Beneficiary agrees, during the term thereof and for the period of 12 months after the termination of this Agreement for any reason (the "**Non-Compete Period**") whether for its own account or for the account of any third party, whether directly or indirectly as independent contractor, employee, director, general manager, consultant, agent or shareholder of any company, and except with the prior written consent of the Sponsor (which consent shall not be unreasonably withheld or delayed),

(i) not to hire, persuade or cause, or attempt to persuade any employee, agent, director, consultant or other contractor engaged in an executive, managerial, technical or sales capacity by the Fund and/or any of its service providers to terminate its engagement, or take any action that may result in the impairment of such relationship;

(ii) not to assist or cause or attempt to assist any substantially similar competitor of the Fund and/or its service providers in the country of delivery of service; and

(iii) to inform the TA Counterparty of any other commitments or participation it has or may have, whether for its own account or for the account of any third party, whether directly or indirectly as independent, contractor, employee, director, general manager, consultant, agent or shareholder, in any company, undertaking of any kind or business which would compete with the Sponsor and/or the Fund.

8.2 The Beneficiary acknowledges that the provisions of this Clause 8 are reasonable and necessary to protect the legitimate interests of the Sponsor and in particular necessary to protect the confidentiality of the information of the Sponsor and are not excessive bearing in mind all the circumstances. However, it is agreed that if any restriction shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof were deleted the said restrictions shall apply with such modifications as may be necessary to make them valid and effective.

8.3 Each of the sub-clauses of Clause 8 shall be treated as a separate obligation, shall be separately enforceable as such and shall survive the expiry or the termination of any Agreement, including in case of termination based on Clause 13 (*Force Majeur*e) of the General Conditions.

**9. POLICY REQUIREMENTS**

9.1 This Project is fully or at least partially funded by funds the Sponsor receives from the European Union, represented by the European Commission. As a consequence, the European Union requires the Sponsor to pass on certain obligations to the beneficiaries of such funds, namely the Beneficiary.

9.2 The Beneficiary shall:

(i) take all appropriate measures to publicize the fact that the Project has received funding from the European Union. Information given to the press, as well as all related publicity material, official notices, reports and publications shall acknowledge in an appropriate way that the Project was carried out "with funding by the European Union " and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way.

Publications by the Beneficiary or any of its representatives or agents pertaining to the Project, in whatever form and whatever medium, including the internet, shall carry the following disclaimer:

"This document/report/brochure/website was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union.";

(ii) promptly inform of its own accord the Sponsor of any and all circumstances likely to materially preclude, delay, jeopardise or otherwise negatively affect the implementation, the operation, the management or the Purpose of the Project; provisions of this Agreement all relevant financial information (originals or copies) related to this Agreement and to any contract financed from, by and/or in connection with the Project; and

(iv) ensure that only goods and services shall be financed from, by and/or in connection with the Project that are fully delivered/rendered by 31 December 2040.

9.3 The following provisions shall apply in respect of any subcontracting of the whole or any part of the Project by the Beneficiary:

(a) Prior to subcontracting the whole or any part of the Project, the Beneficiary shall obtain the approval of the Sponsor in respect of its subcontracting procedures.

(b) If required by the Sponsor, the Beneficiary shall screen and, with the approval of the sponsor, pre-select consultants that have a track record in the relevant geographical or technical area, send them terms of reference for the project, and request details of such consultant's expertise in delivering projects similar to the Project. Based on pre-defined selection criteria to be agreed with the Sponsor, the Beneficiary shall select, with the approval of the Sponsor, one of those pre-selected consultants and request from them a technical and financial proposal. The Beneficiary shall obtain the consent of the Sponsor before entering into any subcontracting arrangement on the basis of such proposal.

(c) In any case, the procedures of the Beneficiary when using funding made available under this Agreement shall comply with at least the following principles:

(1) Competition: Procurements must be carried out on the basis of competitive bidding. The procedures to be chosen for the procurement must address the maximum number of potential applicants/bidders.

(2) Fairness: Potential applicants/bidders must be given equal opportunity to participate in a tender process. Unequal treatment of (potential) applicants/bidders must be prevented.

(3) Transparency: The tender process must be thoroughly documented. Such information must be made available to all parties involved in accordance with their respective right to information.

(4) Confidentiality: All procurement-related information is confidential. Only the parties involved shall have access to the relevant information in accordance with their respective right to information.

(5) Economic Efficiency and Sustainability: In the interest of an efficient use of funds the aim of procurements is to award contracts to bidders with the best cost-performance-ratio. The tender process must take into account criteria that reflect not only the price, but also quality as well as technical and sustainability aspects.

(6) Proportionality: The basic principles set out above must be applied appropriately, taking into consideration all relevant circumstances and the balance of interests during the respective tender process.

(d) Where the Beneficiary has already agreed to subcontract the whole or any part of the Project, the Beneficiary confirms that it has complied with the obligations in paragraphs (b), (c) and (c) of this Clause 9.3. The Beneficiary acknowledges that the Sponsor has relied on such confirmation when entering into this contract.

**10. AGREEMENT AND ACKNOWLEDGEMENT OF GENERAL CONDITIONS**

Terms defined in the General Conditions shall, unless otherwise defined herein, have the same meaning in this Agreement.

By signing this Agreement, the Beneficiary acknowledges that it has read the General Conditions, understood its terms, had the opportunity to consult with independent legal counsel, and accepted them without any reserve.

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same Agreement.

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**Signature Page**

For and on behalf of Love GmbH acting in its capacity as TA Manager under the Fiduciary Agreement

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Name: Mr. Love

Title: TA Mandate Officer Title: TA Project Manager

For and on behalf of the

Beneficiary

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Name: Traian Chivriga

Title: CEO & Project Manager