

FOR THE NEEDS OF THE STATE OF RENDERING SERVICES

STATE CONTRACT OF SALE

N 2249USUUSU02A-23/62

c. Yerevan

«29» «06» 2023

The Ministry of Education, Science, Culture and Sports of the Republic of Armenia represented by Secretary General Hasmik Hakobyan, who acts on the basis of the Ministry's Charter (hereinafter referred to as the customer), on the one hand, and EVIDO AM LLC represented by Director Arevik Gasparyan, who acts on the basis of the company's charter (hereinafter referred to as the Executor), on the other hand, have concluded this Contract on the following.

1. SUBJECT OF THE CONTRACT

1.1 The Customer orders and the Executor undertakes to fulfill the obligation to provide advertising services (hereinafter referred to as the service) in accordance with the requirements of the technical specification-the purchase schedule established by Appendix No. 1, which is an integral part of this Contract (hereinafter referred to as the Contract).

1.2 The service is provided in accordance with the schedule of technical characteristics-procurement, established by Appendix No. 1 to the contract, and in due time.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 the customer has the right to:

2.1.1. check the progress and quality of the services provided by the contractor at any time, without interfering with the Executor's activities.

2.1.2 if it is a service that does not correspond to the purchase Schedule of the technical characteristic specified in Appendix N 1 to the contract is provided,

a) not to accept the service, setting at its discretion a reasonable period of gratuitous replacement of the service of inadequate quality with the service corresponding to the contract and require the contractor to pay the fine provided for in paragraph 5.2 of the contract, as well as the penalty provided for in paragraph 5.3,

b) refuse to perform the contract and demand a refund of the amount paid for the service and require the contractor to pay the fine provided for in clause 5.2 of the contract,

2.1.3 terminate the contract unilaterally if the contractor has significantly violated the contract. Violation of the contract by the contractor is considered essential if.

a) the service provided does not meet the requirements set out in Annex No. 1 to the contract,

b) the term of service provision has been violated.

2.2 The customer is obliged to:

2.2.1 to discuss and accept the technical specification-the result of the service provided in accordance with the procurement schedule, and in case of detection of deficiencies as a result of the service -immediately notify the executor in writing.

2.2.2. in case of acceptance of the result of the service, pay the amounts to be paid to the contractor, and in case of violation of the deadline - also a fine is provided for in clause 5.5 of the contract.

2.3 The Executor has the right to.

2.3.1. to demand from the customer the payment of the amounts due to him, and in case of violation by the Customer of the term specified in clause 4.2 of the contract, also a fine provided for in clause 5.5 of the contract.

2.4 The Executor is obliged to.

2.4.1 ensure the provision of the service on the terms provided for in Appendix No. 1 to the Contract, guided by the current legislation.

2.4.2. in the cases stipulated by the contract, pay the penalties and fines provided for in paragraphs 5.2 and 5.3 of the contract.

2.4.3 in the event of the beginning of the liquidation or bankruptcy process during the validity of the qualification and execution of the contract, notify the Customer in advance in writing.

3. THE ORDER OF DELIVERY AND ACCEPTANCE OF THE SERVICE

3.1. The fact of transfer of the service to the customer is fixed by a bilateral document approved between the customer and the executor, indicating the date of the document.

Until the day stipulated by the contract for the provision of the service inclusive, the executor provides the customer with a document signed by him, recording the fact of the transfer of the service to the customer, and 2 copies of the protocol of acceptance and transfer.

3.2 the protocol of acceptance and transfer is signed if the service provided complies with the terms of the contract. Otherwise, the results of the execution of the contract or its part are not accepted, the protocol of acceptance and transfer is not signed, and the customer.

a) take the measures provided for by the treaty for such a situation to resolve the issue.

b) applies to the contractor the liability measures provided for in the contract.

3.3 the customer, within 5 working days from the day following the day of receipt of the transfer protocol, submits to the executor one signed copy of the transfer protocol or a reasoned refusal to accept the service.

3.4 if the Customer does not accept the service provided or does not refuse to accept it within the period specified in clause 3.3 of the Contract, the service provided is considered accepted and on the next working day after the deadline set by clause 3.3 of the Contract, the executor provides the contractor with the protocol of acceptance and transfer approved by him.

4. CONTRACT PRICE

4.1. The total cost of the service to be provided to the executor under this contract is up to 800000 (eight hundred thousand) AMD, including VAT.

The price includes all expenses incurred by the executor, including taxes, duties, and other payments established by the legislation of the Republic of Armenia.

The price of providing the service is stable, the executor has no right to demand an increase, and the customer has no right to reduce this price.

The amount to be paid for the service is calculated based on the exchange rate set by the Central Bank of the Republic of Armenia on the day of acceptance and transfer of the service according to the following formula

$P = C \times (K + K \times 1\%)$, where:

B-the price of the service in AMD,

C-the amount of the transfer to the advertising account (including VAT) in US dollars,

K-dollar/dram exchange rate of the Central Bank of the Republic of Armenia for this day

1% - reimbursement of currency conversion costs.

4.2 The Customer pays for the service rendered to him in AMD non-cash by transferring funds to the executor's current account. The transfer of funds is made on the basis of the protocol of acceptance and transfer in the months stipulated by the payment schedule of the contract (Appendix No. 2), At the same time, in order to make a payment, the customer, within 3 working days from the date of signing the acceptance protocol, submits a payment order and a copy of the acceptance protocol to the treasury system of the authorized body, and on the basis of documents submitted in accordance with the established procedure, the authorized body makes this payment if the acceptance protocol is received in the treasury system in the terms established by the payment schedule of this Contract, within five working days.

5. RESPONSIBILITY OF THE PARTIES

5.1 The contractor is responsible for fulfilling the requirements of the Service Contract.

5.2. in each case of rendering a service that does not meet the technical characteristics specified in Appendix No. 1 to the agreement, the contractor is charged a fine of 0.5 (zero point five decimal) percent of the amount provided in clause 4.1 of the Contract.

5.3. in case of violation of the term stipulated in the contract for the provision of services, a fine in the amount of 0.05 (zero point five hundred) percent of the price of the service to be rendered, but not rendered, is collected from the executor for each overdue working day.

5.4 the fine and penalties provided for in paragraphs 5.2 and 5.3 of the contract are calculated and offset with the amounts payable to the executor as a result of the provision of the service.

5.5 in case of violation by the Customer of the term stipulated in clause 4.2 of the contract, a fine of 0.05 (zero point five hundred) percent of the amount payable but unpaid is charged against the customer for each overdue working day.

5.6 In cases not stipulated by the Contract, the parties are held liable for non-fulfillment or improper fulfillment of their obligations in accordance with the procedure established by the legislation of the Republic of Armenia.

5.7 payment of fines and/or fines does not release the parties from the full fulfillment of their contractual obligations.

6. THE INFLUENCE OF FORCE MAJEURE (FORCE MAJEURE)

The Parties are released from liability for full or partial non-fulfillment of obligations under this Agreement and agreements concluded on the basis of this Agreement, if this occurred as a result of force majeure that arose after the conclusion of this Agreement and which the parties could not foresee or prevent. Such situations include earthquakes, floods, fire, war, declaration of martial law and state of emergency, political unrest, strikes, termination of communication facilities, acts of state bodies, etc., which make it impossible to fulfill the obligations under this Agreement. If the emergency force lasts for more than 3 (three) months, each of the parties has the right to terminate the contract by notifying the other party in advance.

7. OTHER CONDITIONS

7.1 the contract comes into force from the moment of signing by the parties and is valid until the parties fully fulfill their obligations under the contract.

The condition for the fulfillment of the rights and obligations of the parties provided for in the contract is the fact that the contract was registered by the Ministry of Finance of the Republic of Armenia.

7.2 a payment obligation of a party arising from a contract cannot be terminated by offsetting a counter obligation arising from another contract without the written and stamped consent of the parties. The right of the claim arising from the contract cannot be transferred to another person without the written consent of the debtor party.

7.3. if, in accordance with the procedure provided for by law, as a result of monitoring or supervision of compliance with the requirements of the law or consideration of complaints, it is recorded that during the procurement process before the conclusion of the contract, the executor submitted false documents (information and data) or the decision to recognize the latter as the selected participant does not comply with the legislation of the Republic of Armenia, then after these grounds appear, the customer unilaterally terminates the contract, if the registered violations are known before the conclusion of the contract, according to the legislation of the Republic of Armenia. On procurement, they will serve as a basis for non-conclusion of the contract. At the same time, the customer does not bear the risk of losses or lost profits arising for the contractor as a result of unilateral termination of the contract, and the latter is obliged, in accordance with the procedure established by the law of the Republic of Armenia, to compensate the losses incurred by the customer through his own fault to the extent to which the contract is terminated.

7.4 Disputes related to the contract are subject to consideration in the courts of the Republic of Armenia.

7.5. amendments and additions to the contract may be made only by mutual consent of the parties by concluding an agreement that will become an integral part of the contract.

It is prohibited to make changes to the contract, and if the contract price is factorial, then also to the Agreement concluded in the years following this contract, which leads to an artificial change in the volume of the purchased service or the price of the purchased unit of service or the price of the contract.

Each case of contract modification under the influence of factors beyond the control of the parties to the contract is determined by the Government of the Republic of Armenia.

7.6. the term of rendering the service may be extended before the expiration of this term under the contract, if there is a written offer from the executor, provided that the requirement for the provision of the service for the customer has not disappeared, and the written offer of the executor was submitted no later than 7 calendar days before the expiration of the period originally established by the contract for the provision of services.

7.7 if the contract is properly executed, the benefits (savings) or losses incurred by the parties (the executor or the customer) are the benefits or losses incurred by this party.

The obligations of the parties to the contract to third parties, including other transactions concluded by the executor as part of the execution of the contract, and the obligations arising from them, go beyond the scope of the regulation of the contract and cannot affect the acceptance of the result of the execution of the contract. The relations related to the fulfillment of these transactions and the obligations arising from them are regulated by the rules governing the relations related to these transactions, and the executor is responsible for them.

7.8 The agreement may not be amended due to partial non-fulfillment of the obligations of the parties or completely terminated by mutual agreement of the parties, except in cases of reduction of financial allocations necessary for the provision of services in accordance with the procedure established by the legislation of the Republic of Armenia.

At the same time, the mutual consent of the parties to the contract for partial non-fulfillment or complete termination of obligations must be obtained before reducing the financial allocations necessary for the provision of services in accordance with the procedure established by the legislation of the Republic of Armenia.



7.9. The customer publishes a notice of unilateral termination of the contract in whole or in part on the basis of non-fulfillment or improper fulfillment by the executor of the obligations assumed www.procurement.am the executor shall be deemed to have been notified of the termination of the contract unilaterally on the day following the publication of the notification established by this paragraph. On the day of publication in the bulletin of the notice of termination of the contract in whole or in part unilaterally, the customer also sends it to the executor's e-mail.

7.10 Disputes arising in connection with this contract shall be resolved through negotiations. In case of failure to reach an agreement, disputes are resolved in the courts of the Republic of Armenia.

7.11 This Contract is drawn up in Armenian and English, with 5 pages, and is concluded in two copies having equal legal force. In case of disagreement in connection with the interpretation of the Armenian and English versions, the Armenian version prevails. Annexes No. 1 and No. 2 to this contract are an integral part of the contract, each party is provided with one copy of the contract.

7.12 The law of the Republic of Armenia applies to this contract.

8. ADDRESSES, BANK DETAILS, AND SIGNATURES OF THE PARTIES

The customer	The Executor
<p>Ministry of Education, Science, Culture and Sports of the Republic of Armenia Address: Yerevan, Vazgen Sargsyan 3, Government House 2, Operational Staff of the Ministry of Finance of the Republic of Armenia Department 900011031003 TIN 02698732</p> <p>General Secretary CH. Hakobyan (Signature)</p> 	<p>EVIDO AM LLC Address: Yerevan, Nairi Zaryan, 22A Tel: (+37495) 26-02-90 Email address: support@evido.me, docs@evido.me CJSC "ARDSHINBANK" 2470087958140000 TIN 08236324</p> <p>Director A. Gasparyan (Signature)</p> 

TECHNICAL SPECIFICATIONS-PURCHASE SCHEDULE*

Portion Number	According to the purchase plan. GMA Classification Code (CPV)	Services						
		Name	Technical characteristic	Unit of measurement	Quantity	Total Price / AMD/	Rendering	
							Address	Term
1	79341100/1	Advertising services	<p>According to the service.</p> <p>1.1. Registration "evido.me Facebook Instagram on the website that will allow the Ministry of Social Platforms (Facebook, Instagram) to launch an electronic wallet of an advertising account:</p> <p>2. In Instagram, Facebook and social media platforms provide the opportunity to place ads on social media platforms (Facebook and Instagram) through created advertising accounts in accordance with the requirements and conditions of these platforms. The volume and timing of advertising activation are determined at the discretion of the customer, the customer makes the choice of the target audience:</p> <p>3. provide the customer with the opportunity to use the amount transferred to the advertising account, also at the discretion of the customer evidome Facebook Instagramming platforms outside the list of sites (Facebook and Instagram).</p>	Dram/AMD/	1	800000	online	From the date of entry into force of the contract until 20.12.2023

4. top up the electronic wallet/advertising account / within three days after the entry into force of this Contract, based on the customer's requirements.

Consider communication and exchange of information by e-mail or telephone (including contact details specified in the contract) as a way to contact the performer.

Facebook Instagram funds credited to the electronic wallet of the advertising account will not include VAT payable by the contractor and will serve to activate the advertising, applying the tariffs set by Meta (Facebook and Instagram) on this day, but not more than in AMD equivalent to 15 US dollars for advertising of one day by the Central Bank at the exchange rate for the day.

The company's remuneration for the placement of advertising materials on the Meta platforms (Facebook and Instagram) is 0%:

5. the ability to get information about the existing balance of the advertising account.

Not allowed

1. provide information about the username and password of the account to third parties. evido. me the website, using the Ministry's access data, will be managed by the Ministry: upload viruses or malware or other manual actions to disrupt the normal functioning or appearance of Internet platforms and the website attached to them or overload them.

The purpose of providing the service is.

1. Conducting a campaign to inform about the information materials offered by the customer about the Ministry's programs (videos, pictures, infographics, etc.) by connecting advertising.

1. The advertising campaign of each clip, information picture, and infographic will be carried out for at least 5 days, if necessary-up to 10 days. Advertising awareness of the same video, information material, pictures, and infographics can be repeated two or more times, providing at least 40 thousand views for each advertised information material. Attendance indicators should be visible in the corresponding section of the social network.

Confidentiality.

1. The parties agree to consider this agreement and all information received by any of the parties that discloses and is marked as confidential (confidential information), not to disclose, not to transfer, not to disclose or otherwise make it available to a third party or parties without the prior written consent of the disclosing party:
2. Each party must make every reasonable effort to protect confidential information in good faith. access to confidential information will be provided only to those employees of each party who reasonably require such access each party will force its employees to treat the information as confidential to the same extent that the party is obliged to do in accordance with this Contract.
3. Confidential information always remains the property of the disclosing party and should not be copied or reproduced in any other way without the prior written consent of this disclosing party.
4. In order to prevent possible abuses in determining the scope and content of confidential information, the obligation to disclose information to protect and maintain confidentiality also applies to information.
 - to the receiving party from other sources without violating the terms of this Contract of the receiving party
 - this was known to the receiving party prior to the publication provided for in this Contract
5. The obligation to protect confidential information in accordance with this Contract comes into force from the

moment of signing this Contract and remains in force for 3 (three) years after the termination of this Contract for any reason.

**The term of service provision cannot be longer than December 25 of this year.*

The customer

General Secretary`

----- H. Hakobyan

(Signature)



The Executor

Director`

----- A. Gasparyan

(Signature)



Appendix N 2

« 22 » « 06 »

2023 sealed

