

## Memorandum of Understanding ("MoU") between:

Novi Education ("**Novi**"), a company construed and existing under the laws of Singapore, with registered offices at 390 Orchard Road, #09-02, Palais Renaissance, Singapore, 238871;

And

Federal Ministry of Education, Science and Research ("**MoE**"), an Austrian Government ministry with address at Minoritenplatz 5, A-1010 Vienna, Austria;

And

The Safavi Impact Institute ("**SII**") a philanthropic organisation with registered address at Operngasse 4, 1010 Vienna, Austria, and any company or entity owned or controlled by the SII or the Safavi family.

Each a "**Side**" and together the "**Sides**".

The Sides have reached the following understanding:

- 1) Novi is a company registered and construed under the laws of Singapore, that operates in the education industry.
- 2) Novi entered into a legally binding contract, dated 1 February 2024, with Space Center Houston ("**SCH**"), a division of the National Aeronautics and Space Administration (a.k.a NASA). Under such contract, SCH has granted Novi the right to distribute to, and implement in, schools in Austria (among other countries) a program of STEM-based educational materials and services, currently titled "Moonshot Program" (the "**Program**") developed in conjunction with, and subject to a licence from, SCH.
- 3) Novi and MOE, with the help, support and sponsorship of SII, will intend to collaborate for the purpose of promoting, distributing and implementing the Program in certain mutually selected schools in Austria. The Sides decide that such collaboration will include, but not be limited to:
  - a) Identifying, analysing and selecting schools in Austria suitable for the implementation of the Program, initially as a pilot, to test and optimise the Program, and subsequently as a full course available as part of school curriculums and/or as an extracurricular class;
  - b) Approaching selected schools and negotiating the terms of the licensing and implementation of the Program as a Pilot, curriculum class and/or extracurricular class; and
  - c) Collaborating with the other Sides and selected schools to create and distribute audiovisual content and other relevant materials which incorporate the SCH name, logo and other intellectual property, for the promotion, distribution and implementation of the Program in schools in Austria, always in compliance with the terms of the contract between Novi and SCH.

- 4) For the purpose of the proposed work and activities set out under paragraph 3) above, Novi hereby acknowledges and agrees that MOE and SII may rely on Novi's representation that it has entered into a contract with SCH and that SCH has granted certain rights to Novi, allowing it to distribute and implement the Program as set out under paragraph 3) above.
- 5) The Sides hereby acknowledge and decide that they will collaborate in good faith and to the best of their ability for the mutual benefit of all Sides and for the success of the distribution and implementation of the Program in Austria.

This Memorandum of Understanding does not result in the creation of any legal and financial obligations under national or international law, nor does it have any effect on existing legislation.

Any disagreements arising from the interpretation or implementation of the provisions of this Memorandum of Understanding will be settled amicably through consultations by the Sides.

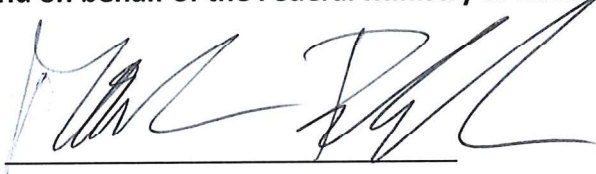
- 6) This MoU takes effect from the date of signature and will remain effective for an initial period of 1 year. Its effectiveness may be prolonged for one period of up to 2 years by mutual understanding of both Sides in written form.

Any future modification to this MoU will be effected by mutual understanding of both Sides and require written form.


Each Side may cancel this Memorandum of Understanding by written notification; such notification will become effective six months after its receipt by the respectively other Side.

**IN WITNESS WHEREOF**, the Sides have executed this MoU as follows:


**Signed by and on behalf of the Federal Ministry of Education, Science and Research:**

Signature:   
Name: MARTIN POLASCHEK  
Title: FEDERAL MINISTER  
Date: 19.04.2024

**Signed by and on behalf of Novi Education:**

Signature:   
Name: FRANCESCO DE FERRARI  
Title: FOUNDER  
Date: 19.04.2024

**Signed by and on behalf of The Safavi Impact Institute:**

Signature:   
Name: REZA SAFAVI  
Title: FOUNDER  
Date: 19.04.2024