

ԴԻՄՈՒՄ ՀԱՅՏԱՐԱՐՈՒԹՅՈՒՆ*
գնանշման հարցման մասնակցելու

Ֆ/Ա Գևորգ Գագիկի Թորոսյանը հայտնում է, որ ցանկություն ունի մասնակցել
ՀՀ արդարադատության նախարարության կողմից ՀՀԱՆ-ԳՀԽԾՁԲ-22/05-1 ծածկագրով հայտարարված
գնանշման հարցման 1 (մեկ) չափաբաժինն և հրավերի
պահանջներին համապատասխան ներկայացնում է հայտ:

Ֆ/Ա Գևորգ Գագիկի Թորոսյանը հայտնում և հավաստում է, որ հանդիսանում է
Հայաստանի Հանրապետության ռեզիդենտ:

Ֆ/Ա Գևորգ Գագիկի Թորոսյանի՝

- հարկ վճարողի հաշվառման համարն է՝ 1707770379
- էլեկտրոնային փոստի հասցեն է՝ gtorosyan@gmail.com
- գործունեության հասցեն է՝ ք.Երեւան 0070, Հրանտ Շահինյան 12 շ, բն, 24

հեռախոսահամարն է՝ +374 55750080

Սույնով Ֆ/Ա Գևորգ Գագիկի Թորոսյանը հայտարարում և հավաստում է, որ՝

1) բավարարում է ՀՀԱՆ-ԳՀԽԾՁԲ-22/05-1 ծածկագրով գնանշման հարցմանի հրավերով սահմանված
մասնակցության իրավունքի պահանջներին և պարտավորվում ընտրված մասնակից ճանաչվելու դեպքում,
հրավերով սահմանված կարգով և ժամկետում, ներկայացնել որակավորման ապահովում¹ .

2) ՀՀԱՆ-ԳՀԽԾՁԲ-22/05-1 ծածկագրով գնանշման հարցմանին մասնակցելու շրջանակում՝

- թույլ չի տվել և (կամ) թույլ չի տալու գերիշխող դիրքի չարաշահում և հակամրցակցային
համաձայնություն,

- բացակայում է հրավերով սահմանված՝ Ֆ/Ա Գևորգ Գագիկի Թորոսյանին

փոխկապակցված անձանց և (կամ) Ֆ/Ա Գևորգ Գագիկի Թորոսյանին

կողմից հիմնադրված կամ ավելի քան հիսուն տոկոս Ֆ/Ա Գևորգ Գագիկի Թորոսյանին

պատկանող բաժնեմաս (փայաբաժին) ունեցող կազմակերպությունների միաժամանակյա մասնակցության դեպք:

Ֆ/Ա Գևորգ Գագիկի Թորոսյան

¹ Եթե կիրառվում է սույն հրավերի 1-ին մասի 2.4 կետի 2-րդ նախադասությամբ նախատեսված կարգավորումը, ապա <<
պարտավորվում ընտրված մասնակից ճանաչվելու դեպքում, հրավերով սահմանված կարգով և ժամկետում, ներկայացնել որակավորման
ապահովում.>> բառերը փոխարինվում են << հայտերը բացելու օրվա դրությամբ ունի միջազգային հեղինակավոր կազմակերպությունների
(Fitch, Moodys, Standard & Poor's) կողմից շնորհված վարկունակության վարկանիշ առնվազն Հայաստանի Հանրապետությանը շնորհված
տուվերեն վարկանիշի չափով:>> բառերով: Ընդ որում նշվում է նաև վարկանիշի չափը:

-Եթե մասնակիցը անհար ձեռնարկատեր է կամ ֆիզիկական անձ, ապա իրական շահառուների վերաբերյալ տեղեկատվություն չի
ներկայացնում:

**Ֆ/Ա ԳԵՎՈՐԳ ԹՈՐՈՍՅԱՆԻ ՄԱՍՆԱԳԻՏԱԿԱՆ
ՓՈՐՁԱՌՈՒԹՅՈՒՆԸ ՀԱՎԱՍՏՈՂ ՓԱՍՏԱԹՂԹԵՐ՝
ԻՆՔՆԱԿԵՆՍԱԳՐԱԿԱՆ (CV) ԵՎ ԴԻՊԼՈՄՆԵՐԻ ՊԱՏՃԵՆԵՐ**



Ծննդյան թիվ՝ 07/07/1977

Էլ. փոստ՝ gtorosyan@gmail.com

ԱՇԽԱՏԱՆՔԱՅԻՆ ՓՈՐՁ

ՀԱՄԱՇԽԱՐՀԱՅԻՆ ԲԱՆԿ; Վաշինգտոն և տարածաշրջանի երկրներ, 2019 – մինչ այժմ

- Հայաստանում և այլ երկրներում կարգավորման ազդեցության գնահատման և փաստերի վրա հիմնված քաղաքականության մշակման ինստիտուցիոնալ համակարգերի ներդրման և օրենսդրական բարեփոխումների և պարզեցման ուղղությամբ խորհրդատվության տրամադրում

MENDEZ ENGLAND AND ASSOCIATES, Վաշինգտոն, 2021

ԱՄՆ ՄՁԳ կողմից Ղազախստանի, Ղրղզստանի, Տաջիկստանի, Թուրքմենստանի և Ուզբեկստանի կառավարություններին տնտեսական բարեփոխումների և իրավական պարզեցման նպատակով տրամադրված 70 միլիոն դոլար օժանդակության փաթեթի արդյունավետության գնահատում

- Ծրագրի / գնահատման ղեկավար

INTERNATIONAL DEVELOPMENT GROUP; Վաշինգտոն և Երևան, 2020

ԱՄՆ ՄՁԳ Հայաստանում Գործարար Միջավայրի Բարելավման ծրագիր

- Ծրագրի ղեկավար / Chief of Party

ՄԱԿ-Ի ՉԱՐԳԱՑՄԱՆ ԾՐԱԳԻՐ / UNDP; Վաշինգտոն և տարածաշրջանի երկրներ, 2019-2020

- Հայաստանում, Տաջիկստանում, Ղրղզստանում, և Ուզբեկստանում ներդրումային և առևտրային օրենսդրության և տնտեսական գործիքակազմի բարելավմանը միտված UNDP մի շարք ծրագրերի գնահատում

GFA CONSULTING; Վաշինգտոն և Երևան, 2019 – 2020

ԵՄ աջակցություն ՀՀ Արդարադատության Նախարարությանը ՀՀ-ԵՄ Համապարփակ և Ընդլայնված Գործընկերության Համաձայնագրի (CEPA) շրջանակներում ԵՄ իրավական համահարթեցման հարցում

- Իրավախորհրդատու

FMI; Վաշինգտոն, 2011 և 2018

- Հայաստանում, Բոսնիայում և Ուկրաինայում ֆինանսական շուկաների բարեփոխումների բնագավառում խորհրդատվություն (քաղաքականության և օրենսդրական բարեփոխումներ)

THE PRAGMA CORPORATION; Վաշինգտոն, 2011 – 2017

- Ծրագրերի Տնօրեն և Ավագ Կառավարիչ
- ԱՄՆ ՄՁԳ, Համաշխարհային Բանկի, և Ասիական Չարգացման Բանկի կողմից ֆինանսավորվող խորհրդատվական ծրագրերի և խորհրդատուների խմբերի ղեկավարում (30 միլիոն ԱՄՆ դոլար ընդհանուր բյուջեով) և խորհրդատվության անմիջական տրամադրում
- 100-ից ավել տեխնիկական առաջադրանքների մշակում (10,000 ԱՄՆ դոլարից մինչ 300,000 ԱՄՆ դոլար բյուջեով) և փաստացի իրագործման ընթացքի կառավարում
- Խորհրդատվության ոլորտները՝ պետական կառավարման համակարգի բարեփոխումներ, առևտրի և ներդրումների խրախուսում, ֆինանսա-բանկային և հանրային ֆինանսների ոլորտի բարեփոխումներ, օրենսդրական պարզեցումներ և գործարար միջավայրի բարելավում
- Տարածաշրջանային փորձ՝ Հայաստան, Թունիս, Պակիստան, Կոսովո, Ղազախստան և այլն

DEVELOPMENT ALTERNATIVES INC.; Վաշինգտոն, 2011-2012

- Արևելյան Եվրոպայի երկրներում հանրային ֆինանսների կառավարման բարեփոխումների (ներառյալ հարկային և կենսաթոշակային բարեփոխումների) և պառլամենտի օրինաստեղծ կարողությունների ամրապնդման ուղղությամբ խորհրդատվության տրամադրում

ՄԱՔՈՒՐ ՋՈՒՐ ԸՆԿԵՐՈՒԹՅՈՒՆ; Երևան, 2009-2011

- Գլխավոր իրավախորհրդատու (2009-2010) և Օպերացիոն տնօրեն (2010-2011)
- Կորպորատիվ, առևտրային, աշխատանքային, մտավոր սեփականության պաշտպանության և այլ իրավունքի ոլորտներում խորհրդատվության տրամադրում
- Նոր բիզնես գործընթացների մշակում/ներդրում, գոյություն ունեցողների՝ վերանայում և օպտիմիզացում

ՀԱՅՓՈՍ; Երևան, 2008-2009

- Իրավաբանական վարչության պետ
- Ընկերության իրավաբանական թմի աշխատանքների համակարգում (կորպորատիվ, ֆինանսաբանկային, աշխատանքային իրավունքի և այլ բնագավառներում)
- Նոր բիզնես գործընթացների մշակում/ներդրում, գոյություն ունեցողների՝ վերանայում և օպտիմիզացում

EMERGING MARKETS GROUP; Երևան, 2006-2008

ԱՄՆ ՄԶԳ Հայաստանի ֆինանսական շուկաների զարգացման ծրագիր

- Իրավախորհրդատու

CHEMONICS; Երևան, 2005-2006

ԱՄՆ ՄԶԳ Բնակարանային Ջեռուցման Ծրագիր

- Իրավախորհրդատու

ՀԱՅԱՍՏԱՆՈՒՄ ՖՐԱՆՍԻԱԿԱՆ ՀԱՄԱԼՍԱՐԱՆ; Երևան, 2005-2010

- «Միջազգային և Եվրոպական տնտեսական իրավունք», «ԱՅԿ իրավունք», «Միջազգային տնտեսագիտություն և առևտուր» առարկաների դասավանդում

THE WORLD BANK, IHS GLOBAL INSIGHT, ALLIANCE TO SAVE ENERGY, BERLIOZ CONSULTING,

այլ միջազգային կազմակերպություններ ու խորհրդատվական ընկերություններ; Երևան, 2004-2010

- Պետական կառավարման համակարգի բարեփոխումների, գործարար միջավայրի զարգացման և Հայաստան-ԵՄ իրավական համահարթեցման հարցերում խորհրդատվության տրամադրում

ԿՐԹՈՒԹՅՈՒՆ

Բեռնի Համալսարան, Համաշխարհային Առևտրի Ինստիտուտ, Շվեյցարիա; 2003-2004

- Միջազգային իրավունքի և տնտեսագիտության մագիստրոս

Տնտեսագիտական Հետազոտությունների Ինստիտուտ, Երևան, և Գերմանիա; 1999-2002

- Տնտեսագիտության թեկնածու. Գիտական թեզ՝ Օտարերկրյա ներդրումների ներգրավման ինստիտուցիոնալ հիմնախնդիրները Հայաստանում
- 2001-2022 թթ.-ին հետազոտության մի մասի իրականացվել է Մյունխենի Համալսարանի (Գերմանիա) Արդյունաբերական Հետազոտությունների Ինստիտուտում

Երևանի Հրաչյա Աճառյան Համալսարան, Իրավաբանության ֆակուլտետ; 1996-2000

- Միջազգային իրավունք, գերազանցության դիպլոմ

Երևանի Պետական Համալսարան, Տնտեսագիտության ֆակուլտետ; 1994-1999

- Միջազգային տնտեսագիտություն, գերազանցության դիպլոմ

ԼԵԶՈՒՆԵՐ. Հայերենի, ռուսերենի և անգլերենի անթերի տիրապետում (բանավոր և գրավոր):

ՎԻՇՅԱԿ ԱՏԵՏԱԿԱՆ ԿՈՄԻՏԵ
ՐԵՍՊԱԲԼԻԿԻ ԱՐՄԵՆԻԱ

ԴԻՍԼՈՄ

Րեշենիւմ սպեցիալիզիրօւանոց սօւետա
Ինստիտուտա ԵԿՈՆՈՄԻՇԵՍԿԻ ԻՍՏԵՂՈՎԱՆԻԻ
ԹՕՐՕՏԻՅՆՍԻ ԴԵՎՕՐԵՅԻ ԴԱՅԻԿՈՎԻՇՅՍԻ
փրիսույճճԵՆԱ ՅԵՆԱԿԱՆ ՏԵՊԵՆԿԻ ԿԱՆԴԻԴԱԿԱ
ԵԿՈՆՈՄԻՇԵՍԿԻ ՆԱՅԿ

SUPREME CERTIFYING COMMISSION
OF THE REPUBLIC OF ARMENIA

DIPLOMA

By the resolution of the Council
of Economic Research Institute
Gevorg G. Torosyan

has been awarded the degree of Doctor of Economics

ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ
ԸՄՐՁՐԱԿՐՈՒՅՆ ՈՐԿԱԿԱԿՐՈՒՄԱՆ ՀԱՆՁՆԱԺՈՂՈՎ

ԿԿԱՅԱԿԻՐ

Ա № 01699

Տարեւագիտական հեղափոխութեամբ ինտելեկտուալ
սնամագիտական խորհրդի որոշմամբ
Գևորգ Գաբրիէլ Թորոսյանին
շնորհիւ է փնտրեալագիտութեան թեկնածուի
գիտական աստիճան



Նախագահ *Գևորգյան*

07.10.2002թ.

World Trade Institute



Master of International Law and Economics

Hereby it is certified that upon the recommendation of the Board of the World Trade Institute

the Rectors of the Universities of Berne, Fribourg and Neuchâtel have conferred on

Gevorg Torosyan
of the Republic of Armenia

Magna cum laude

2005

in recognition of the successful fulfillment of the requirements pertaining to the MILE Program and this degree



U. M. M. M.

Rector of the University of Berne



L. K. K. K.

Rector of the University of Fribourg



A. M. M.

Rector of the University of Neuchâtel

Berne / Fribourg / Neuchâtel, February 20, 2005

ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅՈՒՆ
ԴԻՊԼՈՄ

HA N 002961

Սույն դիպլոմը տրված է

Գեորգ Գազիկի Թորոսյանին

և վկայում է, որ նա 1996 թ. ընդունվել է Երևանի «Պրաչյա Անատյան» համալսարանը
և 2000 թ. ավարտել է հիշյալ համալսարանի «Միջազգային իրավունքի ֆակուլտետի
տրիվ դասընթացը՝ «Կրթական միջազգայնագետ»

երկու օտար լեզուների իմացությամբ՝ Բնականափոխությամբ:

Ավարտական քննական հանձնաժողովի որոշմամբ տրված է

Իրավաբան-միջազգայնագետ երկու օտար լեզուների իմացությամբ

որակավորում: Սույն դիպլոմը տալիս է ստանալու մասնագիտության ֆակուլտետում
հետ կապված բոլոր աշխատանքների համարուն կազմակերպչական ֆունկցիաներ:

ԱՎԱՐՏԱԿԱՆ ԵՍՏՆԱՆՆ ԴՆՏԱՇՈՒՄՈՒ

Երևան 1 հուլիսի 2000 թ.

Հաշվառման 2/18

REPUBLIC OF ARMENIA

DIPLOMA

HA N 002961

This is to certify that

Gevorg G. Torosyan

Department of International Law

was admitted in 1996 to
and in 2000 completed the full course of *Lawyer - specialist of International law*
specialized in two foreign languages having specialized in

By the Special decision of the Graduate Examining Board s/he is qualified as
lawyer - specialist of international law - specialized in two foreign languages

He is entitled by this Diploma to carry out professional activities
of any kind connected with the mentioned qualification and speciality

Chairman of the
Graduate Examining Board

Rector
Dean of Faculty

Դ Ի Ղ Ա Ս

Գ Ե Ր Ս Ձ Ա Ն Ց Ո Ւ Ք Յ Ա Ն

А № 041635

Սոսն ընդունը արված է Գևորգ
Գևորգի Գրիգորյանի
 առ այն, որ նա 1994 թվականին ընդունվել է
Երևանի պետական
համալսարան
 և 1999 թվականին ավարտել է
երկրաչափական համալսարանի
ընդհանուր տիպ դասընթացը
ընդհանուր տիպ դասընթացը
 մասնագիտությամբ
 ղեկավար հանձնաժողովի 1999 թվականի
 "12" հունիսի որոշմամբ արված է



որակավորում
[Signature]
 09. 09. 1999 թ.
 66728

ДИПЛОМ

С ОТЛИЧИЕМ

А № 041635

Настоящий диплом выдан Геворгу
Геворгу Гегорги
 в том, что он в 1994 году поступил
 в Ереванский гос.
университет
 и в 1999 году окончил полный курс
названного
университета
 по специальности



Общая экономика
 Решением Государственной экзаменационной
 комиссии от "12" июня 1999 года
 присвоена квалификация экономиста
[Signature]
 09. 09. 1999
 66728

**Ֆ/Ա ԳԵՎՈՐԳ ԹՈՐՈՍՅԱՆԻ ԿՑՎԱԾ ՊԱՅՄԱՆԱԳՐԵՐՈՒՄ ՆԵՐԿԱՅԱՑՎԱԾ
ՏԵՂԵԿԱՏՎՈՒԹՅԱՆ ԱՄՓՈՓ ՆԿԱՐԱԳՐՈՒԹՅՈՒՆ**

1. Ծառայությունների պատվիրատու՝ **GFA Consulting Group GmbH**

- Պայմանագրերի գործողության ժամկետը՝ 04/12/2019 - 07/07/2020¹
- Մատուցվող ծառայությունների դիմաց վճարվող օրավարձ Եվրոյով՝ 625
- Ծառայության մատուցման օրերի թիվ՝ 96
- Ընդհանուր վճար Եվրոյով՝ 60,000²
- Ընդհանուր վճար ՀՀ դրամով՝ **32,292,000 դրամ**³

2. Պատվիրատու՝ **International Development Group Advisory Services, LLC**

- Պայմանագրերի գործողության ժամկետը՝ 24.07.2020 – 16.12.2020⁴
- Օրավարձ ԱՄՆ դոլարով՝ 665
- Աշխատանքային օրերի թիվ՝ 120
- Ընդհանուր վճար դոլարով՝ 79,800⁵
- Ընդհանուր վճար ՀՀ դրամով՝ **38,007,144 դրամ**⁶

¹ Պայմանագրի վերջնաժամկետը նշված է կցված «Statement of Exclusivity and Availability» վերնագրով փաստաթղթում

² Չի ներառում Գևորգ Թորոսյանի ճամփորդական ծախսերի պատվիրատուի կողմից վճարված գումարը

³ Համաձայն ՀՀ Կենտրոնական Բանկ կողմից 19/11/2021 սահմանված ՀՀ դրամ-Եվրո փոխարժեքի

⁴ Պայմանագրի վերջնաժամկետը նշված է կցված «Separation and Release Agreement» վերնագրով փաստաթղթում

⁵ Չի ներառում Գևորգ Թորոսյանի ընտանիքի առողջապահական ապահովագրության դիմաց պատվիրատուի կողմից վճարված գումարը

⁶ Համաձայն ՀՀ Կենտրոնական Բանկ կողմից 19/11/2021 սահմանված ՀՀ դրամ-ԱՄՆ դոլար փոխարժեքի



GFA Consulting Group GmbH • Postfach 67 05 48 • D-22345 Hamburg

Mr.
Gevorg Torosyan
12014 Chase Crossing Cir # 202, North Bethesda, MD
20852
USA

Hamburg, Apr. 15, 2019

Phone: +49 (40) 60306 - 219
Fax: +49 (40) 60306 - 159
PD.SIEA@gfa-group.de

Subject: Short-term Assignment "*Assistance to RA Ministry of Justice in Legal Approximation in line with EU Standards*"

Dear Mr. Torosyan

We would like to thank you for the conversations we have had with you and are pleased to forward you the attached contract for your assignment in the project mentioned above.

During the preparation and handling of this assignment you will be supervised by Mrs. Juliette Berdaguer. The mission in Armenia is scheduled for the period from May. 2, 2019 to May. 2, 2020.

In order to guarantee smooth payment procedures for all payments agreed upon in the contract, please note the specifications and explanatory commentaries stated in the enclosed sample invoice.

The sample invoice contains all components required by German law. Please understand that we are not allowed to accept any invoices that do not comply with the applicable legal regulations and, if necessary, would have to return them to you for correction.

We kindly ask you to return both signed copies of this contract. We will then immediately send back a countersigned copy for your files.

Yours sincerely,

GFA Consulting Group GmbH

Christian Caspar
Portfolio Manager

Juliette Berdaguer
Project Coordinator

Contract for a Short-term assignment

- International senior expert -

Cost Centre: 7319314

Project ID: PSD-ARM19EU5674

between
GFA Consulting Group GmbH
Eulenkrogstrasse 82
D-22359 Hamburg
Germany
(hereinafter called "GFA")
VAT Identification No: DE118655931

and

Mr. Gevorg Torosyan

- hereinafter called "short-term expert" -
(The term "expert" is used in a gender-neutral way.)

12014 Chase Crossing Cir # 202, North Bethesda, MD 20852

USA

§ 1 Description of Services

The short-term expert is employed by GFA as an independent expert in the project "*Assistance to RA Ministry of Justice in Legal Approximation in line with EU Standards*". The scope of work is reflected in the Terms of Reference (Annex 1).

§ 2 Duration of Assignment and Termination

- (1) The short-term expert's assignment in Armenia is scheduled for the period from May. 2, 2019 to May. 2, 2020 for a total of 96 expert days. The contractual relationship ends at the end of this assignment period without the need for explicit termination.
- (2) If authorized by the European Delegation in Armenia, the number of home office days shall be clarified during the inception phase of the project.
- (3) Evidence of the assignment's duration is presented in the form of signed expert time sheets according to the specifications of GFA's donor/client (Annex 5).
- (4) Travel days are not counted as work days.
- (5) Both parties may terminate the contract with a four weeks' notice in writing.
- (6) If the project implementation agreement which forms the basis of the short-term expert's assignment is terminated, GFA has the right to end the contractual relationship with the expert with immediate effect.

- (7) The contractual relationship may be terminated without prior notice at any given time for good cause.
- (8) A good cause exists in particular if GFA's donor or the institution financing the project requests GFA to immediately dismiss the short-term expert for reasons for which the expert is liable.
- (9) A termination of the contractual relationship by GFA without prior notice is inter alia justified if the expert is not in the proper state of health, or does not possess the proper professional, language or personal skills.

§ 3 Security & Emergency Application

In order to react promptly and efficiently in case of an emergency or crisis situation, it is indispensable for GFA headquarters to have all relevant data on experts abroad readily available. For this purpose, GFA has developed an online security tool, the **GFA Security & Emergency Application *Who is where Abroad***.

For information on how to use the security tool, please consult the web page <https://my.gfa-group.de>.

In case of further questions, please contact the responsible project coordinator.

Note that the registration of all personal data on **GFA Security & Emergency Application *Who is where abroad*** is a contractual duty and a prerequisite for departure.

Please be aware that non-compliance with each staff member's duty to provide personal data on the security tool shall be considered a breach of contract and may result in GFA's refusal to approve trips abroad for legal reasons.

§ 4 Reports

- (1) The following reports are to be drawn up in English language within the scope of the assignment:

Reports with deadlines:

	Due date
1. Inception Report	By the end of the first month after start date of the assignment
2. Interim Report	To be determined with the EUD
3. Final Report	At least one month before the end of the assignment

- (2) All reports must be drawn up and adjusted according to GFA guidelines and instructions. In addition, the provisions of the *Terms of References* apply. Moreover, GFA reserves the right to request the short-term expert to deliver a verbal report in person following his return from the project location.

§ 5 Fees and Payments

- (1) For the implementation of this assignment, the short-term expert receives a remuneration in the amount of EUR 625 per working day (in words: six hundred twenty five EUR). This amount already includes the daily subsistence allowance (per diems). The rendered services

are subject to VAT in the country of the recipient of services. Any VAT that might need to be indicated in a non-EU country is already compensated by the agreed fee. Prerequisite for payment is the submission of the signed **original** time sheets (if necessary, of all team members) and of all original receipts. The expert is not entitled to fee payment in the event of illness or of absence for any other reason.

(2) In general, the performance period must be specified in every invoice. In invoices for advance payments, the presumed total period of the contract duration must be indicated.

(3) Payments by GFA are made as follows:

- a) Advance payment on presentation of invoice to the amount of 25% of the total amount of fees. Any advance payment made must be settled latest with the final invoice.
- b) After each mission on presentation of invoice and corresponding signed timesheets and original receipts and documents and following written delivery and acceptance of the outputs by GFA: payment of 50% of the total amount of fees for the specific mission.
- c) Final payment on presentation of invoice: payment of the remaining 25% of the total fees after completion of the assignment and written delivery and acceptance of all reports and documents required by GFA according to the conditions of this contract and its annexes.
- d) In order to obtain the balance of his fees, the short-term expert will invoice GFA at the end of the final mission for the total amount due (fees and justified reimbursable costs) and will clearly indicate the advance and intermediate payments received (as from § 5.2.a and 5.2.b) and the balance due. The final payment to the short-term expert will be conditioned by the approval of his overall work by the "Contracting Authority" and upon receipt by GFA of the original air tickets (including original bills, if applicable), boarding passes, and receipts corresponding to reimbursable expenses and signed time-sheets. e) If, for any reason, some or part of the days performed by the short-term expert and paid by GFA were to be refused or not approved by the Contracting Authority, GFA reserves the right to claim back the related fees and related costs of mission from the Expert.
- e) If, for any reason, some or part of the days performed by the short-term expert and paid by GFA were to be refused or not approved by the Contracting Authority, GFA reserves the right to claim back the related fees and related costs of mission from the Expert.

(4) Invoices shall be issued in compliance with the sample invoice as per Annex 4 and with the applicable legal provisions. The final invoice must be submitted within 30 days after completion of the assignment. The invoice must be made out in EUR.

All invoices must be sent to GFA in original form if original proof (receipts) are part of the invoice.

In all other instances, an invoice may also be transmitted electronically.

For invoices sent via electronic mail, the e-mail address GFA-invoice@gfa-group.de must be used at all times.

Please do not send duplicates to other GFA addresses and please send only one invoice per e-mail.

(5) All fee components shall be transferred to a single account to be named by the short-term expert. Bank charges for transit and receipt are debited to the short-term expert.

(6) The agreed remuneration must be claimed towards GFA in writing within **three months** after the end of the assignment, otherwise it is forfeited.

(7) For foreign currencies, the OANDA converter at <http://www.oanda.com/lang/de/currency/converter/> must be used.

In the setting "currency converter" the Internet bank rate of 0% must be selected. In addition, the date of the corresponding proof document must be entered. This printout of the determined amount must be attached to the respective invoice.

§ 6 Travel expenses

The short-term expert shall be reimbursed the cost per flight up to (economy class) including transport from home to airport and the airport-hotel as well as visa costs EUR 2000 for the flight ticket on presentation of proof.

Boarding passes (**originals**) must be submitted to GFA within two weeks after the flight. They must be attached to a blank sheet of paper (DIN-A4 format) and should only be glued to the four outer corners of the sheet, and if necessary, stapled. Flight data (flight number and date) must be clearly legible. Electronic boarding passes (ETIX or smart phone tickets) shall be submitted as print-outs.

If flight booking and payment is made directly by the short-term expert, both the receipt and the boarding pass (originals) must be submitted to GFA within two weeks. The receipt must be issued in the name of GFA Consulting Group GmbH.

All incidental travel expenses shall be deemed compensated for by the agreed remuneration.

§ 7 Insurances

- (1) The short-term expert is engaged as an independent consultant and agrees to undertake, as required by GFA's contracting authority, the following insurances effective no later than from the date of entry into force of the present contract: health insurance, accident insurance, personal liability insurance, and medical repatriation insurance.
- (2) Upon request, the relevant insurance policies must be submitted to GFA. The costs for these insurances are deemed compensated for by the remuneration stipulated in article 5 of the present contract.

§ 8 Special Duties, Obligation of Secrecy, Copyright

- (1) The short-term expert is obliged to treat as confidential and to not disclose at any time any business or company secret or any other business matter of obviously confidential nature or any matter designated as such by GFA towards third parties. This obligation to secrecy remains effective beyond the termination of the present contract.
- (2) The short-term expert undertakes to not make copies of any business documents or information, or to remove any business documents from the company premises, without explicit approval unless this is for legitimate business purposes.
- (3) All work-related and other documents, like reports, plans, software, collections of material and exercises, are property of GFA. All rights are reserved by GFA. Insofar as the short-term expert prepares copyright-protected works, the short-term expert assigns GFA the exclusive, temporally and spatially unlimited right of use, including the right of revision, publication and further use. GFA is entitled to transfer these rights to third parties. Possible monetary claims resulting hereof are compensated for by the agreed remuneration.

- (4) Publications relating to the project or the activities of the short-term expert in the context of the project require explicit written prior approval by GFA - even after termination of the present contractual relationship.

§ 9 Data Privacy Consent

The short-term expert consents to the storage, processing and use of personal data by GFA. GFA shall only process or use personal data to the extent required in the context of the project to which the short-term expert is assigned and/or of future possibilities of collaboration. Personal data include in particular name, address, scope of work, qualification, region and type of assignment, assessment of results, as well as all contracts and contract conditions concluded with the short-term expert.

§ 10 Arbitration Clause

- (1) As far as possible, differences of opinion shall be resolved amicably and in the best interest of the Contracting Parties.
- (2) All disputes arising in the context of the present contract or its validity shall pass final judgement based on to the Rules of Arbitration of the International Chamber of Commerce (ICC) under exclusion of normal legal redress.
- Place of arbitration is Hamburg, Germany.
 - The number of arbitrators is three.
 - The applicable substantive law is Germany law.
 - The language of the arbitral proceedings is English.

§ 11 Annexes to the Contract

The following annexes form an integral part of the present Contract:

- | | |
|----------|--|
| Annex 1: | Terms of References |
| Annex 2: | General Conditions for short-term experts |
| Annex 3: | Sample invoice |
| Annex 4: | Checklist for completeness of invoices above 250 EUR |
| Annex 5: | Sample time sheet |

§ 12 Final Provisions

- (1) This contract contains all agreements between the parties and, with its entry into force, supersedes all previous agreements.
- (2) No amendment or modification of this agreement shall be valid unless made in writing. This also applies to modifications of this clause. Individual agreements remain unaffected by the above.
- (3) If any provision contained in the present contract is or becomes invalid, the validity of this contract shall not be affected. The contracting parties commit themselves to replace the invalid provision by a legally valid provision which is as close as possible to the originally agreed purpose. The same applies in the event of a gap requiring regulation.

Hamburg, Apr. 15, 2019

GFA Consulting Group GmbH



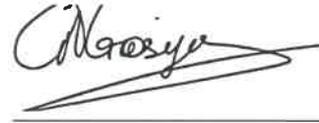
Christian Caspar

Portfolio Manager



Juliette Berdager

Project Coordinator



Gevorg Torosyan

Short-term expert

STATEMENT OF EXCLUSIVITY AND AVAILABILITY¹
FWC SERVICES FOR THE IMPLEMENTATION OF EXTERNAL AID 2018

2019/404933 – Assistance to RA Ministry of Justice in Legal Approximation in line with EU Standards

I, the undersigned, hereby declare that I agree to participate exclusively with the framework contractor **GFA Consulting Group GmbH** in the above-mentioned request for services under framework contract SIEA 2018. This includes that I will not be proposed as a replacement expert in this request. I declare that I am able and willing to work for the period set for the position for which my CV has been included if this offer is successful, namely:

From	To	Availability
04.03.2019	07.07.2020	96 working days

I confirm that I do not have a confirmed engagement¹ as key expert in another EU/EDF-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other framework contractor participating in this request for services. I am fully aware that if I do so, I will be excluded from this request for services, the will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

Furthermore, should this offer be accepted, I am fully aware that if I am not available at the expected start date of my services for reasons other than those beyond my control, I may be subject to exclusion from other tender procedures and contracts funded by the EU and that the notification of award of specific contract to the framework contractor may be rendered null and void.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the framework contractor of any change in my situation.

I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

Name	Gevorg Torosyan
Signature	
Date	March 2, 2020

¹ The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or if he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the contractor.

AT-WILL EMPLOYMENT AGREEMENT

This AT-WILL EMPLOYMENT AGREEMENT (“Employment Agreement”) is entered into on this 24th day of July 2020 (the "Effective Date"), by and between INTERNATIONAL DEVELOPMENT GROUP ADVISORY SERVICES, LLC, (hereinafter referred to as "IDG"), a company organized in Delaware primarily to provide management consulting and international trade services, and **Gevorg Torosyan**, (hereafter referred to as "Employee"), and collectively the Parties.

WITNESSETH

WHEREAS, IDG desires to engage the Employee as Project Director to perform the services described in this Employment Agreement pursuant to and in conformity with the requirements of the contract between IDG and United States Agency for International Development (hereinafter referred to as "Client"), contract number 7200AA19C00055 (hereinafter referred to as the "Client Contract"); and

WHEREAS, Employee has expertise in the area of services required by IDG and desires to be engaged in the capacity as an Employee in accordance with the terms and conditions set forth in this Independent Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

BASIS OF AGREEMENT

This Employment Agreement is based upon and is the result of the Client Contract between IDG and Client. As such, this Employment Agreement is subject to the terms of the Client Contract and the actions, policies, regulations, and procedures of the Client. Any modifications that subsequently come into force with respect to the Client Contract will be incorporated into this Employment Agreement by reference. If the Client terminates or modifies the Client Contract, or instructs IDG to terminate or modify any term of this Employment Agreement, this Employment Agreement may be terminated or modified accordingly by IDG.

DESCRIPTION OF SERVICES AND RESPONSIBILITIES OF THE EMPLOYEE

Employee agrees to perform the Services (“Services”) described in the document attached hereto as Exhibit A, which document is incorporated herein and will be based in Yerevan, Armenia. In addition, Employee agrees to perform such other duties requested by IDG which are necessary and reasonably related to the successful completion of the Services described in Exhibit A.

The Employee’s position is Project Director of the Armenia Business Enabling Environment (BEE) Activity, which is a Buy-In under the Client Contract. The position and

assignments are subject to change. As an IDG Employee, it is expected that the Employee will perform any and all duties and responsibilities normally associated with this position in a satisfactory manner and to the best of his abilities at all times.

Employee warrants to IDG that the Services will be performed in accordance with the statutes, regulations, ordinances or contracts applicable to the services covered hereunder (including, but not limited to, any Government security requirements concerning classified or other material which may be involved hereunder), and will be performed in accordance with best business practice and usage common to the performance of these types of contracts (“Performance Standard”).

IDG shall make available to Employee the use of facilities (including the use of necessary utilities), information and other assistance needed for the Employee to perform the Services.

Employee has no authority to and shall not bind IDG or the Client for any purpose whatsoever.

Employee will report to Luan Gashi, IDG Home Office Project Manager. David Snelbecker, IDG CEO, or his designee is the sole party within IDG with the authority to change the Terms of the Employment Agreement. To ensure that the Employee is meeting the Performance Standard, the Employee is strongly encouraged to engage in regular communication with his direct supervisor for an assessment by IDG of the performance of the Services.

This is a full-time position. Employee is expected to fulfill his obligations during normal business hours, in accordance with the arrangements with his supervisor. While the normal workweek will be 40 hours, some weeks may require additional hours to be performed. As this is an exempt, salaried position, Employee is not entitled to overtime.

TERM

The Employment Agreement shall commence on July 24, 2020 and expire on July 28, 2021. IDG may terminate this Agreement upon seven (7) days advance written notice, or immediately in the event of a breach of the Employment Agreement by the Employee. Employee shall not incur work hours beyond the date of notice of termination and is entitled to be paid for hours worked to the date of notice. The Employee may terminate this Agreement, for cause or without cause, for any reason, upon seven (7) days advance written notice, or immediately in the event of a breach by IDG. Upon mutual consent of the parties, this Employment Agreement may be renewed or extended beyond the initial period. All such renewals or extensions must be in writing and may be executed by addendum signed by Employee and an authorized representative of IDG.

CONSIDERATION AND PAYMENT

In consideration for the services performed by Employee, IDG agrees to pay Employee semi-monthly payments of US\$ 7,204.17 or 24 pay periods a year, which equates to US\$ 172,900.00 on an annual basis. This amount per payroll period is fixed for the term of the

Employment Agreement. A workday is defined to be a minimum of eight hours. A five-day work week has been approved by the client. No overtime is payable under this contract. As an Employee of IDG based in Armenia, you are entitled to the allowance and benefits listed below:

1. Paid Time Off (PTO) in accordance with the IDG Employee Handbook
2. Holidays in accordance with the IDG Employee Handbook
3. Health Insurance for the employee and eligible dependents (IDG covers 80% of the monthly premium)
4. Post differential (Currently 15% of base salary)*
5. Cost of Living Allowance (Currently 10% of spendable income)*
6. To/from post mobilization ticket (economy class flights) for employee and eligible dependents
7. Unaccompanied Air Baggage (UAB) for employee per the regulations*
8. Surface shipping/storage*
9. Living Quarters Allowance (LQA)*
10. Temporary Quarters Subsistence Allowance (TQSA)*
11. ISOS medical evacuation insurance for the employee and eligible dependents when outside the United States
12. DBA Insurance (worker's compensation insurance required by the Client when outside the United States)

*These allowances are subject to change at any time in accordance with changes in the U.S. Department of State Standardized Regulation (DSSR) rules and regulations. This offer constitutes employment at will and is subject to USAID rules, regulations, and allowance. Note the employee is not eligible for these allowances when based in the United States.

Pursuant to the requirements of the Client Contract, Employee shall maintain records of hours worked each day, and shall submit a semi-monthly timesheet (provided by IDG) so recorded on a semi-monthly basis. Payment of payroll to Employee will be based upon the submission of these timesheets for hours worked for the periods beginning the 1st through the 15th and from the 16th through the last day of each month.

Employee will be reimbursed for allowable expenses consistent with Client regulations and the Client Contract. For overseas and domestic travel under the Contract, IDG will provide for economy class airplane tickets in accordance with Client regulations. In order to receive payment in accordance with the terms herein, Employee must submit the attached forms to the following addresses:

- accounting@internationaldevelopmentgroup.com
- lgashi@internationaldevelopmentgroup.com
- dcotter@internationaldevelopmentgroup.com
- achapelle@internationaldevelopmentgroup.com

Forms must be signed and attached with scanned receipts. If receipts are in a language other than English, Employee shall provide a brief translation or explanation of the receipt. Any cost without a receipt will not be reimbursed; however, in some cases, a written memo will be accepted if total cost is under \$25 and receipt is unavailable.

IDG shall make the payments due hereunder in US Dollars within 30 days after receipt of signed invoices for expenses incurred, including required receipts and itemization of the expenses.

Employee is not entitled to any payments other than those described in this paragraph, nor any further benefits. IDG reserves the right to withhold payment for Services rendered until acceptance of Services by the IDG CEO.

INDEMNIFICATION

Employee shall hold IDG harmless from any and all liability, actions, causes of action, debts, suits, claims and demands of any and every kind and nature which may arise out of or in connection with any injury or illness suffered by Employee during or subsequent to Employee performance of his duties under this Employment Agreement.

NONDISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

In connection with the performance of services under this Employment Agreement, Employee will be exposed to and have access to IDG's and Client's Proprietary and Confidential Information ("Proprietary and Confidential Information which Employee did not have access to prior to performing services for IDG and which information is of great value to IDG and Client. Employee at all times, during and after the end of this Agreement, shall maintain in confidence and not divulge, disclose, communicate, or otherwise make available such confidential or proprietary information, unless expressly authorized to do so in writing by an officer of IDG. Proprietary and Confidential Information does not include (i) information which was in the public domain at the time of disclosure to Employee; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Employee; or (iii) information the disclosure of which, is required by law or court order, provided Employee gives IDG prior written notice of any such disclosure.

Employee acknowledges that, as a result of the performance of the Services provided hereunder, Employee may have access to and direct contact with the Client. Employee will not interfere with, or cause interference with, Client's contractual relations with IDG.

The Employee will be required to sign and abide by a non-disclosure and conflict-of-interest agreement(s) provided by the Client.

INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest, including copyright interest, in any computer software and in any other program, system, data, or material discovered, developed, learned, created, produced, or provided by Employee, alone or in combination with any consultants and/or employees of IDG, that pertain in any way to Employee's services for IDG are the property of IDG. Employee agrees that any contributions by Employee to the creation of such works, including all copyright interest therein, shall be considered works made for hire by Employee for IDG and that such works shall, upon their creation, be owned exclusively by IDG. To the

extent that any such works may not be considered works made for hire for IDG under applicable law, Employee agrees to assign and, upon their creation, automatically assign to IDG the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

TRANSFER AND ASSIGNMENT

This Agreement may not be assigned or transferred by Employee to any party without the written consent of IDG.

RETURN OF PROPERTY

Within five days of IDG's request, or on the date this Employment Agreement terminates, whichever occurs first, Employee shall return to IDG all IDG property in Employee's possession or under Employee's control including, but not limited to, customer lists, seminar and workshop training programs and materials, franchise systems, marketing programs, financial records, catalogues, brochures, files, credit cards, computer hardware and software equipment and all copies thereof.

REMEDIES FOR BREACH

Employee acknowledges that the restrictions contained in this agreement are reasonable as to time and scope, necessary to protect the legitimate interests of IDG, and are not unduly burdensome to Employee. Without limiting IDG's rights to pursue any other legal and/or equitable remedies available to them for any breach by Employee of the covenants contained herein, Employee acknowledges that a breach of said covenants would cause a loss to IDG that could not reasonably or adequately be compensated in damages in any action at law, that remedies other than injunctive relief could not fully compensate IDG for a breach of said covenants and that, accordingly, IDG shall be entitled to injunctive relief to prevent any breach or continuing breaches of Employee's covenants as set forth herein. It is the intention of the parties hereto that if, in any action before any Court empowered to enforce such covenants, any term, restriction, covenant or promise is found to be unenforceable, then such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such Court.

WAIVER

IDG's waiver of a breach of any provision of this Employment Agreement or failure to enforce any such provision shall not operate or be construed as a waiver of any subsequent breach of any such provision or of IDG's right to enforce any such provision. No act or omission of IDG shall constitute a waiver of any of its rights hereunder except for a written waiver signed by IDG's CEO.

GOVERNING LAW

This Agreement shall be governed in all respects by the substantive laws of the Commonwealth of Virginia, United States, notwithstanding any applicable conflict of laws rule.

The parties agree to submit all disputes regarding this Agreement to a Court sitting in the Commonwealth of Virginia and agree to waive jurisdictional or venue objections to such Court adjudicating any such dispute. While providing services under this Employment Agreement, Employee is subject to the laws of any host country that IDG or the Client may require Employee to travel to or to operate within.

ENTIRE AGREEMENT

This Employment Agreement supersedes and replaces any and all prior written and oral agreements and understandings among the parties as to its subject matter and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Employment Agreement may not be modified, amended, terminated, or any provisions hereof waived in whole or in part except by a written agreement the party to be bound thereby.

CERTIFICATION

By signing this offer letter, Employee is certifying and representing to IDG that: a) he is free to enter into and fully perform the duties of this position; (b) he is not subject to any employment, confidentiality, non-competition or other agreement that would restrict his right to work for IDG in any way, and he has provided IDG with a copy of any agreement that could be interpreted as restricting his right to work for IDG in any way; (c) his employment with IDG does not violate any order, judgment or injunction applicable to him, and he has provided IDG with a copy of any such order, judgment, injunction or agreement which may be applicable to him; and (d) all facts he has presented or will present to IDG are accurate and true, including, but not limited to, all oral and written statements he has made to IDG pertaining to his education, training, qualifications, licensing and prior work experience on any job application, resume or c.v., or in any interview or discussion with IDG. Employee certifies that, to the best of Employee's knowledge and belief, the information and data submitted to IDG in an effort to obtain this Employment Agreement or in response to IDG's requests for information or data are accurate, complete and current as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the day and year first written above.

For International Development Group Advisory Services, LLC:

By: 

Dr. David Snelbecker, CEO

Date: July 30, 2020

For Employee:

By: 

Mr. Gevorg Torosyan

Date: July 29, 2020

Exhibit A:
Armenia Business Enabling Environment (BEE) Activity
Scope of Work, Project Director

Background

The EDGE activity will have three primary Intermediate Results (IRs) based on the Bureau's Economic Growth Development Objective (DO). EDGE will also seek to address current regional policy priorities through a cross-cutting IR of countering malign influences, corruption, and extremism. This cross-cutting IR should be incorporated into the design and implementation of activities, as relevant and feasible. All activities are to align to the technical areas in three IR areas defined below:

IR 1: Improved Business Enabling Environment and Reduced Barriers to Trade

IR 2: Improved Financial Sector Stability and Increased Access to Finance

IR 3: Improved Competitiveness through Value Chains and Trade Promotion

Cross-Cutting IR: Countered Malign Influences, Corruption and Violent Extremism

EDGE is designed to employ a flexible and adaptive-learning approach that will make it possible to create and respond to opportunities as they arise. EDGE has a Core Component and a Buy-In Component.

The purpose of the two-years Business Enabling Environment (BEE) activity is to support the Government of Armenia (GOAM), the Armenian private sector, civil society, and other relevant stakeholders to improve the policies, laws, and regulations (PLR) necessary to foster a climate for competitiveness, investment, and trade through public-private dialogue. It is expected that this activity will contribute to improved enabling environment for trade and investment and increased competitiveness of Armenian private sector in a way that will promote inclusive and sustainable economic recovery and growth and move Armenia along its path to self-reliance and economic security

The Project Director will be responsible for managing and overseeing the provision of technical assistance and advisory services designed to strengthen the GOAM's capacity to develop, implement, and enforce PLR, and to enhance public-private dialogue to identify, develop, implement, and enforce PLR.

The Project Director must be able to begin work remotely, with relocation to Armenia required once travel restrictions are lifted.

Principal Duties and Responsibilities:

- Manage all aspects of the activity implementation
- Serve as primary liaison and point-of-contact with USAID Mission in Armenia
- Manage the project staff and coordinate with the Deputy Project Director to manage and oversee the project
- Manage and oversee the work of the Component 1 and Component 2 Leads, project administrative staff, and short-term technical experts
- Serve as technical expert in one of the two components
- Identify short-term technical assistance needs, draft scopes of work for short-term consultants, manage the technical onboarding of consultants to the project, and ensure consultants are performing according to their SOWs
- Edit consultant reports and deliverables to assure strong writing, grammatical correctness, and adherence to USAID expectations
- Manage the day-to-day operations to ensure the project complies with USAID rules and regulations and IDG policies and procedures

- Maintain regular communication with Home Office staff regarding project operations and status of deliverables
- Work with Home Office to develop and implement the Monitoring, Evaluation, and Learning plan
- Prepare annual work plans; monthly, quarterly, and annual reports; weekly status updates; and financial reports
- Review monthly invoices
- Other duties as requested

Deliverables

- Project reports and deliverables
- Annual Work Plans
- Quarterly progress reports
- Draft PLRs, as well as assessments and reviews of existing PLRs
- Activity Monitoring, Evaluation, and Learning Plan (AMELP)
- Financial reports
- Other reports/documents as requested by USAID or IDG

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“Agreement”) sets forth the terms and conditions regarding your separation of employment from International Development Group LLC (IDG) and its parents, subsidiaries and affiliates (herein collectively referred to as the “Company”). By signing this Agreement, you and the Company agree as follows:

1. **STATUS OF EMPLOYMENT**

Your employment with the Company will end on December 16, 2020 (“Separation Date”).

2. **SEPARATION BENEFITS**

In consideration for signing this Agreement, you will receive the following payments and benefits (“Separation Benefits”):

- a. **Severance Agreement.** A severance payment in the amount of \$2,500 shall be made in a lump sum, less all applicable income tax withholdings and other lawful deductions. The severance payment is designed to help offset the cost of continuing medical coverage for you and your family. The payment will be made after your execution of this agreement and, if applicable, after the expiration of the Revocation Period provided for in the Notice and Revocations paragraph below, whichever is later. Payment will be processed through the regular payroll transmission and will be direct deposited, if applicable, no later than 30 days after your execution of this agreement or, if applicable, after the expiration of the applicable Revocation Period, whichever is later.
- b. **Leave.** You will be paid for any accrued unused Paid Time-Off (PTO) up to the IDG maximum accrual value. We encourage you to take your paid time off during the handover period from December 1 – 16.
- c. **Benefits.** Your medical benefits will remain in place through the end of December 2020. After this date you will be eligible for medical continuation via COBRA at the full cost of the benefits. Our COBRA administrator will contact you via mail should you wish to elect continuing coverage.
- d. **Professional References.** The company will provide an employment reference, confirming your date of hire, the last day of your employment, and the title of the last position you held.

By signing this Agreement, you authorize IDG to direct deposit the Separation Benefits into your bank, saving and loan or credit union account that was previously authorized by you. You also authorize any final deductions for continuing medical coverage to be

deducted. If, as of your Separation Date, you have not authorized direct deposit, a check for your Separation Benefits will be mailed to your home address on file.

You agree that the Separation Benefits provided under this Agreement are greater than what you would be legally entitled to receive in the absence of this Agreement. You further agree that you are not entitled to any further compensation or benefits from the Company or other IDG-affiliated companies, except as provided in this Agreement.

3. **ACKNOWLEDGEMENTS**

- a. You acknowledge that, with exception of your final pay check, which includes any accrued but unused paid time off (“PTO”), no other compensation, wages, bonuses, commissions, overtime, expenses, vacation/PTO, and/or benefits are due to you up to and including the Separation Date.
- b. You represent that you have reported to the Company any and all work-related injuries or illnesses incurred by you during employment with the Company.
- c. You acknowledge and represent that during your employment and through the date you sign this Agreement, you have made full and truthful disclosures to the Company about any misconduct of which you may have been aware by or on behalf of the Company or any of its employees, officers, directors, consultants, agents or other third-parties.
- d. You acknowledge that, if you are an officer of, or serve in any elected or appointed position for the Company or any of its subsidiaries or affiliates, then your signature on this Agreement constitutes your resignation, effective on the Separation Date, from any and all such offices or positions.

4. **WAIVER AND RELEASE**

In exchange for the Separation Benefits, you, on behalf of yourself, your heirs, beneficiaries, executors, administrators, representatives, assigns, and agents hereby fully release, acquit, and forever discharge the Company, its past, present, and future predecessors, successors, parent companies, subsidiary companies, affiliated entities, related entities, operating entities, and its and their past, present, and future officers, directors, shareholders, members, investors, partners, employees, agents, attorneys, insurers, reinsurers, and all of its and their past, present, and future compensation and employee benefits plans (including trustees, fiduciaries, administrators, and insurers of those plans) (collectively, the “Released Parties”) from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, attorney’s fees, costs, expenses, and compensation whatsoever, of whatever kind or nature, in law, or equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that you may now have and/or have ever had from the beginning of time through to the date that you execute this Agreement relating directly or indirectly to your employment with the Company, the termination of your employment with the Company,

the benefits or attributes of your employment with the Company, and/or any other act, omission, event, occurrence, or non-occurrence involving the Company or any of the Released Parties. You also release all of the Released Parties of and from any and all claims you have through to the date that you execute this Agreement or may have that arose prior to the date you sign this Agreement, arising from any violation or alleged violations of federal, state or local human rights, fair employment practices and/or other laws by any of the Released Parties for any reason under any legal theory including, but not limited to, the Age Discrimination in Employment Act (“ADEA”); the Americans With Disabilities Act of 1990 (“ADA”); the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”); the Employee Retirement Income Security Act of 1974 (“ERISA”); the Equal Pay Act (“EPA”); the Fair Labor Standards Act (“FLSA”); the Fair Credit Reporting Act (“FCRA”); the Family and Medical Leave Act (“FMLA”); the Genetic Information Nondiscrimination Act (“GINA”); the Immigration Reform and Control Act (“IRCA”); the Lilly Ledbetter Fair Pay Act; the National Labor Relations Act (“NLRA”); the Labor Management Relations Act (“LMRA”); the Occupational Safety and Health Act (“OSHA”); the Older Workers Benefit Protection Act (“OWBPA”); the Rehabilitation Act of 1973; the Sarbanes-Oxley Act of 2002 (“SOX”); the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”); Sections 1981 through 1988 of Title 42 of the United States Code; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act (“WARN”), and/or all other federal, state, or local laws, statutes ordinances, constitutions rules, orders or regulations, all as they may be amended. You also forever waive, release, discharge and give up all claims, real or perceived and now known or unknown, for breach of implied or express contract, breach of promise, breach of the covenant of good faith and fair dealing, wrongful or retaliatory discharge, discrimination, harassment, promissory estoppel, assault, battery, false imprisonment, defamation, libel, slander, intentional and negligent infliction of emotional distress, duress, fraudulent and negligent misrepresentation, defamation, violation of public policy, negligence, and all other claims or torts arising under any federal, state or local law, regulation, constitution, ordinance or judicial decision; and any claim concerning wages, benefits, severance payments, bonus payments, payments pursuant to any agreement with the Company, stock, stock options, or stock option agreement that you have from the beginning of time through to the date that you execute this Agreement. You also agree to waive any right you have to pursue any claim or grievance through any internal channel of the Company and/or its affiliates. You understand and agree that your waivers include both claims that you know about and those you may not know about that have arisen on or before the date on which you sign this Agreement.

5. **EXCLUSIONS FROM WAIVERS AND RELEASE OF CLAIMS**

Notwithstanding anything else stated in this Agreement, you understand and agree that:

- a. Nothing in this Agreement is intended to limit or restrict any rights that you may have to enforce this Agreement or to interfere with or affect a waiver of any other right that cannot, by express and unequivocal terms of law, be limited, waived, or

extinguished. This Agreement also does not apply to any claims that the controlling law clearly states may not be released by private agreement.

- b. This Agreement does not affect your non-forfeitable rights to your accrued benefits (within the meaning of Sections 203 and 204 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) under the Company’s ERISA-covered employee benefits plans.
- c. This Agreement shall not apply to rights or claims that may arise after the effective date of this Agreement.
- d. This Agreement does not preclude filing a charge with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (“EEOC”), the U.S. Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”) or any other federal, state, or local labor board or agency charged with enforcing employment laws. However, by signing this Agreement, you understand and agree that you are waiving any right to recover money or other individual relief based on claims asserted in such a charge in any proceeding brought by you or on your behalf.
- e. This Agreement does not preclude your ability to report fraud, waste or abuse to federal officials regarding the Company’s management of public contracts, or your obligation to cooperate with any government authorities.
- f. This Agreement does not limit any statutory rights you may have to bring an action to challenge the terms of this Agreement or contest the validity of the release contained in this Agreement under the Age Discrimination in Employment Act (“ADEA”) or the Older Workers Benefits Protection Act (“OWBPA”).
- g. This Agreement does not limit or waive your right to file an application for an award for original information submitted pursuant to Section 21F of the Securities Exchange Act of 1934.

6. **NON-ADMISSION OF LIABILITY**

You agree that this Agreement shall not in any way be construed as an admission that any of the Released Parties, as defined in paragraph 5 above, owe you any money or have acted wrongfully, unlawfully, or unfairly in any way towards you. In fact, you understand that the Released Parties specifically deny that they have violated any federal, state, or local law or ordinance or any right or obligation that they owe or might have owed to you at any time and maintain that they have at all times treated you in a fair, lawful, non-discriminatory and non-retaliatory manner.

7. **PROMISE NOT TO SUE**

You have not, at any time up to and including the date on which you sign this Agreement, commenced, and will not in the future commence, to the full extent permitted by law, any action or proceeding, or file any action, of any nature arising out of the matters released by paragraph 5, and you waive to the full extent permitted by law, any right to any monetary or equitable relief in any proceeding that may relate to the matters released by paragraph 5. However, nothing in this paragraph will preclude either party from bringing a claim to enforce this Agreement or challenge the validity of this Agreement.

8. **NOTICE AND REVOCATION PERIODS**

You acknowledge that you were advised that you have and could take up to twenty-one (21) days from the date this Agreement was given to you to review this Agreement and decide whether you would enter into this Agreement, except that if the last date of that period falls on a Saturday, Sunday or holiday observed by the Company you have until the conclusion of the next immediate business day ("Review Period"). You understand and agree that any changes to this Agreement, whether material or immaterial, do not restart the running of the Review Period. To the extent that you have elected to enter into this Agreement prior to the expiration of your Review Period, you agree you have done so voluntarily, and have knowingly waived Review Period for reasons personal to you, with no pressure, incentive, or enticement by any Company representative to do so. The terms and provisions of this Agreement are null and void if not accepted by you by the expiration of the Review Period. Notwithstanding the foregoing, you understand you may not sign this Agreement prior to your Separation Date.

You may revoke this Agreement within a period of seven (7) calendar days after you execute it, (the "Revocation Period"), by delivery of a notarized written notice of revocation (the "Revocation Notice") prior to 5:00 p.m. on the last day comprising the Revocation Period to David Snelbecker, Chief Executive Officer, International Development Group LLC, 1100 N Glebe Road Suite 800, Arlington, VA 22201. This Agreement shall become irrevocable automatically upon the expiration of the Revocation Period if you do not revoke it in the aforesaid manner. In the event that you revoke the Agreement, or if for any other reason this Agreement is held to be unenforceable, all checks, instruments, funds, or other such payments received by you pursuant to the terms of this Agreement shall immediately be returned to the Company.

9. **CONTINUED OBLIGATION NOT TO USE CONFIDENTIAL INFORMATION;
CONFIDENTIALITY OF THIS AGREEMENT**

- a. You acknowledge that during your employment with the Company you acquired certain confidential, proprietary or otherwise non-public information concerning the Company, which may include, without limitation, intellectual property, trade secrets, financial data, strategic business or marketing plans, and other sensitive information concerning the Company, its employees, past or present directors, executives, officers, agents, or customers ("Confidential Information"). You agree that you have not, and will not, disclose any Confidential Information to any person or entity, except as required by law.

- b. You will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, you have a right to disclosure in confidence trade secrets to the Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. You also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
- c. You have not and will not discuss or otherwise reveal to anyone the existence or terms of this Agreement or discussions with any authorized Company representative about it, except when necessary to enforce this Agreement or required by law, or after obtaining their agreement to keep all such information confidential, to your attorneys, financial advisors, or accountants or immediate family member.
- d. Pursuant to the Defend Trade Secrets Act of 2016, it is agreed that you will not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or proceeding, but only if such filing is made under seal. In addition, if you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and may use the trade secret information in the court proceeding provided that you file any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

10. UNEMPLOYMENT BENEFITS

The Company will not contest your filing for unemployment benefits.

11. COOPERATION WITH LEGAL PROCEEDINGS

Upon reasonable notice, you will provide information and proper assistance to the Company (including truthful testimony and document production) in any litigation or potential litigation in which you are, or may be, a witness, or as to which you possess, or may possess, relevant information. The Company will pay your reasonable expenses incurred in complying with this paragraph.

12. **NON-DISPARAGEMENT**

You acknowledge that since receiving this Agreement, you have not, and will not, make any statements or take any actions materially detrimental to the interests of the Company, including, without limitation, negatively comment on, disparage, or call into question the business operations or conduct of the Company or its past or present clients, shareholders, directors, executives, officers, employees or agents. The Company will provide you with favorable employment references.

13. **RETURN OF COMPANY PROPERTY**

You warrant that you have returned to the Company all Company property, files, and other materials in your possession, with the exception of documents relating to your compensation and benefits to which you are entitled, no later than 16th day of December 2020. Please work with our Director of Corporate Services, Ryan Archer, to arrange the return – at IDG’s expense – of your issued property. You further agree that you will not retain any copies or duplicates of any such Company property.

14. **REMEDIES FOR BREACH OF CERTAIN COVENANTS**

You agree that in the event you violate the Non-Solicitation, Non-Disparagement, or Confidentiality sections of this Agreement, the Company will have no further obligation to pay or provide any unpaid Separation Benefits provided by this Agreement, and that you will immediately return to the Company all of the Separation Benefits previously paid under the terms of this Agreement, except for \$100 as consideration for the release in paragraph 5 of this Agreement. Provided, however, that nothing in this paragraph shall limit Company’s right to pursue any additional remedies available at law or in equity, including but not limited to injunctive relief, for your violation of those provisions. Despite any breach by you, your other obligations under this Agreement, including your waivers and releases, will remain in full force and effect. Failure by either party to enforce any term of condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision, at a later time.

16. **Voluntary Acceptance of Agreement; Governing Law; Attorneys’ Fees; Forum Selection; Jury WAIVER**

You have reviewed the terms of this Agreement and acknowledge that you have entered into this Agreement freely and voluntarily. The terms described in this Agreement constitute the entire agreement between you and the Company and may not be altered, modified or amended other than in writing signed by you and the Company. No promise, inducement or agreement not expressed herein has been made to you in connection with this Agreement, and this Agreement supersedes all prior written or oral agreements, arrangements, communications, commitments or obligations between yourself and the Company.

This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Virginia, without regard to any conflict of laws provision. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall become null and void and severed from this Agreement, leaving the remainder of this Agreement in full force and effect.

You agree that any action to enforce the terms of this Agreement shall exclusively and mandatorily be brought in and adjudicated by a court of competent jurisdiction sitting in the Commonwealth of Virginia. If the employer is the substantially prevailing party in any action to enforce this Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs from you. All claims or disputes arising from or in connection with this Agreement, or as a result of your employment, will be adjudicated only by the state or federal courts sitting in the Commonwealth of Virginia. YOU AND the COMPANY HEREBY WAIVE ANY RIGHT THAT THEY MAY OTHERWISE HAVE HAD TO A TRIAL BY JURY IN ANY DISPUTE RELATING TO THIS AGREEMENT.

You also acknowledge that you fully understand your right to discuss this Agreement with an attorney before accepting this Agreement, that the Company has advised you of this right, that the time afforded to you to review this Agreement provides you sufficient time to *consult with an attorney* should you wish to do so, that you have carefully read and fully understand this entire Agreement, that you have had twenty-one (21) calendar days to consider the agreement and seven (7) calendar days to revoke your acceptance, and that you are *knowing and voluntarily* entering into this Agreement of your own free will, act and deed. You also agree that no promises, statements or inducements have been made to you which caused you to sign this Agreement, except as expressly set forth in writing herein.

If you accept the terms and conditions set forth above, please so signify by signing this Agreement and returning it electronically to David Snelbecker, Chief Executive Officer, International Development Group LLC 1100 N Glebe Road Suite 800 Arlington, VA 22201.

I have read and understand the terms and conditions set forth in the Agreement above, including but not limited to the waiver and release of claims contained herein. By signing below, I hereby accept and agree to those terms and conditions in exchange for the Separation Benefits offered to me.



Gevorg Torosyan

Date: 12/02/2020