

MEMORANDUM OF UNDERSTANDING

between

**THE MINISTRY OF ENERGY, MINING AND
MINERAL RESOURCES OF THE REPUBLIC OF
NORTH MACEDONIA**

and

**S.P.O.N.S.O.R. (SCOP), Grand Duchy of
Luxembourg**

31 August 2026

1. Preamble

This Memorandum of Understanding (hereinafter referred to as the “**Memorandum**”) is entered into by and between:

- **THE MINISTRY OF ENERGY, MINING AND MINERAL RESOURCES OF THE REPUBLIC OF NORTH MACEDONIA** (hereinafter referred to as the “**MERMS**”), registered office at st. Makedonija 27, Skopje, Republic of North Macedonia; and
- **S.P.O.N.S.O.R. (SCOP)**, registered in the Grand Duchy of Luxembourg, registration number B293631, registered office at 2 Rue Edward Steichen, L-2540 Luxembourg (hereinafter referred to as “**SPONSOR**” or the “**Company**”), hereinafter collectively referred to as the “**Participants**”,

for the purpose of establishing a framework for enhanced cooperation in the field of climate finance and implementation of climate mitigation projects (**CMPs**) in the Republic of North Macedonia (“**MKD**”).

2. Purpose and Mission

The purpose of this Memorandum is to establish cooperation between MERMS and SPONSOR in the creation and deployment of a SPONSOR digital platform in MKD to:

- accelerate the implementation of the country’s Nationally Determined Contribution (NDC);
- explore opportunities to attract private sector investment and international partners for the financing of MERMS’ projects in the fields of, *inter alia*, EV

Charging, energy efficiency, battery storage capacity and cyber security and such other projects as the Participants may agree subsequently;

- structure and implement climate mitigation projects and build a virtual project pipeline.

The mission of this Memorandum is to create an intelligent and transparent climate finance ecosystem in MKD that drives sustainable growth, energy independence, and achievement of national climate goals.

3. Roles and Responsibilities

3.1 In line with the objective of advancing sustainable investment and climate-related projects in MKD, MERMS may:

1. Help encourage the parties involved in projects that it oversees in the subject areas of this Memorandum to use the benefits that the SPONSOR Platform offers for the sourcing of various needs for their projects;
2. Cooperate with SPONSOR for the development and implementation of MERMS climate and sustainable investment projects, as set out above;
3. Provide institutional support and facilitate the participation within the framework of the platform's activities;
4. Ensure the engagement of MERMS personnel in capacity-building, training, and cooperation with SPONSOR experts; and
5. Establish a 12-month trial period to test the platform, study its capabilities, mobilize resources, and assess the effectiveness of the engagement.

3.2 S.P.O.N.S.O.R. (SCOP) may:

1. Provide MERMS with access to the SPONSOR platform and adapt it to the country's regulatory and institutional framework.
2. Deliver expert advisory support, including evaluation of existing NDCs, preparation of implementation roadmaps, project structuring, and financial advisory.
3. Conduct training and knowledge transfer programs to enhance the capacity of public sector staff in project finance and climate investment.
4. Introduce and connect potential international investors, financiers, EPCs, and strategic partners with MERMS.
5. Provide advisory and technical support in project management, including preparation of bankable documentation, compliance with international standards, and support during due diligence and financial close.

4. Areas of Cooperation

The Participants agree to explore cooperation in the following priority areas:

1. Development of the National NDC Roadmap (2030–2050) in collaboration with SPONSOR experts.
2. Creation of bankable project frameworks aligned with international best practices.
3. Identification of projects in the fields of, *inter alia*, EV Charging, energy efficiency, battery storage capacity and cyber security and such other projects as the Participants may agree subsequently.

4. Structuring of various CMPs and use of the SPONSOR global marketplace to attract international developers, financiers, and technology partners for the same.
5. Monitoring and evaluation of NDC progress through SPONSOR's AI-driven analytical tools and reporting systems.

5. Implementation Mechanism

1. The Participants shall designate focal points to coordinate activities and oversee the implementation of this Memorandum.
2. Joint working groups may be established for the preparation of project roadmaps, project documents, and investment promotion activities.
3. SPONSOR shall provide access to its secure platform environment for project management, collaboration, and due diligence, subject to the applicable Platform rules and separate written agreements where required.
4. The Participants may jointly organize training sessions, investment forums, and capacity-building workshops in MKD.

6. Expected Outcomes

The Participants intend that the potential cooperation under this Memorandum may contribute to:

- Improved capacity of MERMS staff in climate finance and tender management.
- Creation of a transparent, efficient, and AI-enabled climate finance ecosystem.

- Significant reduction in carbon emissions and energy dependency.
- Achievement of expanded climate mitigation capacity across the country in the areas set out above.
- Job creation and inclusive sustainable development aligned with the Paris Agreement.
- Establishment of a replicable model for sustainable development.

7. Confidentiality

Non-public information exchanged under this Memorandum will be used exclusively for cooperation purposes, will be treated as confidential and will not be disclosed to third Parties without prior written consent of the disclosing Participant except where the disclosure is required by law, regulation, court order or to SPONSOR's financing sources or designates.

Notwithstanding the termination of this Memorandum, the Participants will continue to be bound by the obligations of this Article for a period of two (2) years unless otherwise agreed in writing between the Participants.

8. Non-Binding Nature

This Memorandum serves as an expression of goodwill and mutual intent to explore potential collaboration between the Participants.

This Memorandum does not create any legally binding obligation, financial commitment, partnership, agency relationship, joint venture, exclusivity

arrangement or obligation to proceed with any project, investment, service or transaction.

Any specific project, financing arrangement, service engagement or commercial relationship shall be subject to separate written agreements executed by the Participants. For the avoidance of doubt, SPONSOR's assistance hereunder shall be provided free of charge.

9. Intellectual Property

Each Participant retains ownership of its pre-existing intellectual property, including the SPONSOR Platform, its underlying software, and analytical tools, which shall remain the sole property of SPONSOR. Any materials developed by the Platform shall remain the property of SPONSOR.

10. Legal Status

This Memorandum has no legally binding force and reflects the intention of the Participants to consider possible cooperation and explore future binding agreements.

Possible future binding agreements arising from this Memorandum will be defined further with separate legal documents.

11. Duration and Termination

This Memorandum shall enter into effect on the date of its signing by both Participants and remain valid for five (5) years, with the possibility of extension by mutual written consent.

Either Participant may terminate this Memorandum by providing 90 days' written notice to the other Participant.

12. Dispute Resolution

Any differences arising from the interpretation or implementation of this Memorandum shall be resolved through good-faith consultation between the focal points designated under Section 5, and, if unresolved, escalated to senior representatives of each Participant.

13. Amendments

This Memorandum may be amended at any time by mutual written consent of the Participants.

14. Contact Points

For MERMS:

Address: ul.Makedonija 27, Skopje, Republic of North Macedonia

E-mail: cabinet@energy.gov.mk

For S.P.O.N.S.O.R. (SCOP):

Address: 2 Rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg

Email: michael@sponsorgo.com

Website: www.sponsorgo.com

15. Signatures

Signed in two (2) original copies in English, both texts being equally valid. Electronic signature signing is also acceptable and shall be treated as original copies.

For MERMS:

Name: Sanja Bozinovska

Title: Minister of Energy, Mining and Mineral Resources

Date: 21/09/2026

Sanja Bozinovska

✓ Certified by: 40300000

For S.P.O.N.S.O.R. (SCOP)

Mr. Michael Grimm

Co-Founder & Chief Executive Officer

Date: 31/08/2026

Michael Grimm

✓ Certified by: 40300000