

# Consortium Agreement

for supplies and services provided through an open Consortium  
(including bidding phase)

by and between

**Yunex Traffic Austria GmbH**

with its registered seat in Vienna, 90 Siemenstraße, Vienna, Austria  
represented by its managing director Mr. Andreas Hohlhut and authorized legal representative  
Mr. Lukas Trautsamwieser (procurist),

(hereinafter referred to as "Yunex")

and

**ALLPass City SRL**

established and organized under the laws of Moldova, MD-2051, Municipality Chisinau, str. Paris 47,  
of. 21, Fiscal code (IDNO) 1019600057069, VAT Code: 0508709, represented by its CEO Mrs. Vera  
Pucicova

(hereinafter referred to as "ALLPass City")

hereinafter referred to individually  
as "Consortium Member" or collectively as "Consortium Members" -

for the Project "Achiziția de echipamente și servicii pentru crearea unui serviciu de transport public intelligent în mun. Edineț [Purchasing of equipment and services for the creation of an intelligent public transport service in the Municipality of Edineț] Project Number/ID ocds-b3wdp1-MD-1676878047021 and Lot name Ansamblu de semaforizare în 3 intersecții de străzi – traffic light assembly in 3 traffic intersections, Lot ID: 5277dc5e-6b56-4308-8f95-c679e78dd797"

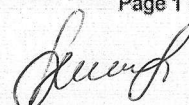
(hereinafter referred to as "Project")

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Consortium Agreement by and between Yunex Traffic Austria GmbH and ALLPass City SRL Project "Edineț – Cities of Tomorrow Lot5 – Project Number/ID ocds-b3wdp1-MD-1676878047021"

March 2023

Page 1 of 9



## Preamble

WHEREAS the Customer has invited interested companies to submit offers for the Project,

WHEREAS the Consortium Members wish to submit a joint Offer for the Project, and, if the Offer is successful, to jointly implement the Project,

NOW THEREFORE, the Consortium Members hereby agree as follows:

### Article 1 - Abbreviations and Definitions

- 1.1 "Agreement" means this Consortium Agreement consisting of the General Part and the Annexes listed in the contents section.
- 1.2 "Consortium" means the temporary association of the Consortium Members established under this Agreement pursuing the objectives described in Article 2.
- 1.3 "Consortium Leader" is the Consortium Member nominated in Article 2.2 when acting in the functions described in Article 4.1.
- 1.4 "Consortium Member" means any party to this Agreement – including the Consortium Leader – as described hereinabove.
- 1.5 "Contract" means the contract for the Project to be entered into by the Customer and all Consortium Members or awarded by the Customer to all Consortium Members as the case may be.
- 1.6 "Customer" means Municipality of Edinet (Primaria municipiului Edinet National registration number 1007601004948), 30 Octavian Cirimpei Street, Edinet, MD-4601, Moldova.
- 1.7 "Offer" means the offer to be submitted by the Consortium Members to the Customer for the Project pursuant to Article 5.1
- 1.8 "Project" means " Purchasing of equipment and services for the creation of an intelligent public transport service in the Municipality of Edinet (Achiziția de echipamente și servicii pentru crearea unui serviciu de transport public inteligent în mun. Edineț) Project Number/ID ocds-b3wdp1-MD-1676878047021 and Lot name: Traffic light assembly on 3 traffic intersections (Ansamblu de semaforizare în 3 intersecții de străzi), Lot ID: 5277dc5e-6b56-4308-8f95-c679e78dd797"
- 1.9 "Proportionate Value" is the percentage ratio of the price of the Scope of Work of a Consortium Member in proportion to the Total Value of the Work as specified in Annex A (Values), as may be adjusted during the implementation of the Project.
- 1.10 "Scope of Work" is the part of the Work a Consortium Member has to perform pursuant to Article 3.1.
- 1.11 "Work" means the supplies and services to be provided by the Consortium Members to the Customer pursuant to the Contract.

### Article 2 - Formation of the Consortium

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Consortium Agreement by and between Yunex Traffic Austria GmbH and AllPassCity "Edinet – Cities of Tomorrow Lot5 – Project Number/ID ocds-b3wdp1-MD-1676878047021"

March 2023

Page 2 of 9

## 2.1 Objectives

The Consortium Members hereby agree to form an open Consortium having the following objectives:

- (i) to prepare and submit the Offer,
- (ii) to conduct any necessary negotiations with the aim to agree on the Contract, and
- (iii) to execute and perform the Contract.

## 2.2 Consortium Leader

The Consortium Leader shall be **Yunex Traffic Austria GmbH**

## Article 3 - Scope of Work

### 3.1 Allocation of Work

The Work shall be allocated among the Consortium Members as follows:

#### Yunex Traffic Austria GmbH

- Lot 5 Signal Programming of 3 traffic intersections with remote supply of traffic management programs in Fixed time and Traffic Actuation, deliver controllers, detectors, signal heads

#### ALLPass City SRL

- Lot 5 Mounting all hardware in 3 intersections, civil works, electrical cabling.

The allocation between the Consortium Member is described per intersection in Annex IV of the Tender Documents, which forms also part of this consortium Agreement and is also attached to this agreement. Invoicing and payment allocation will strictly follow the indicated sums in Annex IV.

## Article 4 - Rights and Obligations of the Consortium Leader

### 4.1 The duties of the Consortium Leader shall be the following including in particular:

- coordinate the work of the Members of the Consortium during the preparation of the Tender, incorporate corresponding offers of the Members of the Consortium into the Tender;

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- sign and submit the Offer with all accompanying documents on behalf of all other Members of the Consortium;
- submit on behalf of Consortium the financial securities, required by the Tender documents and Contract i.e., Bid Bond, Performance Guarantee, Warranty Period Guarantee, etc;
- participate as the representative of the Consortium in the Procedure, in all its phases;
- ask questions, submit requests for clarification of the tender terms and conditions, make objections, place requests, lodge complaints and use all other legal remedies within the Procedure on the grounds of special authorisation;
- sign the Contract with the Customer on behalf of the Consortium and all other Members;
- appear before the Customer on behalf of the Consortium during the performance of the Main Contract and coordinate the work of the Members in this phase, and also act in the capacity of the manager of the Project in line with the Tender Documents,
- perform other works in agreement with other Members of the Consortium,
- on behalf of the Consortium submit to the Customer proofs on required insurances for the project
- to collect payments from the Customer
- perform any other duties assigned to the Consortium Leader through this Agreement or through resolution of the Consortium Members.

#### 4.2 Exclusivity

The Consortium Members shall cooperate on an exclusive basis to achieve the objectives set forth in Article 2.1 hereof. In particular, no Consortium Member shall by itself or with third parties, either make offers or enter into agreements concerning the Project or any part thereof. The foregoing exclusivity obligation only applies to products and services which belong to the Scope of Work of the respective Consortium Member.

### Article 5 - Offer

#### 5.1 Preparation of the Offer

The Consortium Leader shall establish the format of the Offer having due regard to the requirements established by the Customer. Each Consortium Member shall timely prepare the technical part of the Offer related to its Scope of Work. The Offer shall be compiled by the Consortium Leader and submitted to the Customer after being approved by all Consortium Members by the due date for the Offer.

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## Article 6 - Security

### 6.1 Submission of Securities

Where the Consortium Members are required to provide security (e.g., bid bonds, advance payment bonds, performance bonds, warranty bonds) in connection with the Offer or the performance of the Contract, such securities shall be provided by the Consortium Leader on behalf of all Consortium Members.

As security for its recourse obligations under this Agreement, each Consortium Member shall promptly provide the Consortium Leader with a counter guarantee equivalent to its Proportionate Value payable on first demand issued by a bank or financial institutions acceptable to the Consortium Leader.

## Article 7 - Invoicing and Payments

### 7.1 Invoicing

Each Consortium Member shall send invoices concerning its Scope of Works and in accordance with the Contract to the Consortium Leader, who shall invoice the performed Work by each Consortium Member to the Customer without undue delay and who shall be entitled to collect the payments from the Customer based on such invoices. Allocation of payments shall follow the sums as specified in Annex IV.

### 7.2 Payment Claims

Once the Consortium Leader has received a payment by the Customer, it shall promptly forward it to the Consortium Members in proportion of the Work invoiced and performed. A claim against the Consortium Leader for payment may only be made after the Consortium Leader has received the relevant payment from the Customer.

Withholding of payment, non-payment, or partial non-payment by the Customer attributable to a Consortium Member shall be taken into account with respect to the payment claim by the respective Consortium Member.

### 7.3 Bank Charges

Each Consortium Member shall bear the bank charges for handling the payments for its Scope of Work.

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## Article 8 - Liability and Warranty

### 8.1 Liability Arising from Customer's Claims

In the manner and to the extent provided by the Contract, the Consortium Members shall be jointly and severally unlimitedly liable to the Customer for performance of the Contract. As between themselves, each Consortium Member shall be liable for its Scope of Work.

## Article 9 - Taxes

### 9.1 Tax Obligations

Each Consortium Member shall comply with all tax regulations concerning its Scope of Work at its own risk and expense and for its own account.

In particular, each Consortium Member shall be responsible for preparing and submitting all necessary tax returns and tax payments, as legally required in Moldova and/or Austria.

### 9.2 Taxation of the Consortium

It is the Consortium Members' common understanding that the implementation of the Project based on the principles of cooperation in this Agreement will not cause the Consortium to register for corporate income tax purposes in Moldova and/or Austria involved, whether as taxable entity or in another form. Neither Consortium Member shall take any action that may contradict such common understanding of the Consortium Members.

If the tax authorities in Moldova and/or Austria nevertheless should tax the Consortium on the basis of income from the entire Contract, the Consortium Members shall closely cooperate and agree on a joint approach in responding to the tax authorities' position. If the Consortium should be taxable, the Consortium Leader will coordinate the tax filling and tax payment process. Details shall be agreed upon separately by the Consortium Members.

In principle, each Consortium Member shall bear the corporate income tax to the extent it relates to its Scope of Work. The calculation of each Consortium Member's proportional amount of tax will be subject to the local tax law in Moldova, each Consortium Member's pro-rata share of the taxable income and the relevant tax rate.

If such calculation is not possible, the Consortium Members shall agree on another way of allocation of the respective tax.

Taxes other than corporate income tax assessed on the Consortium shall be borne by the Consortium Members pursuant to their Proportionate Values.

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## Article 10 - Duration of the Agreement

### 10.1 Effective Date

This Agreement shall become effective on the date of the last Consortium Member to execute it.

### 10.2 Winding-up

The Consortium shall be wound up

- (i) if the Customer withdraws its request for bids;
- (ii) If to continue working for the Project is not acceptable for one Consortium Member in case of force majeure (such as but not limited to in case of war, terrorist attack or pandemic).
- (ii) if the final offer of the Consortium Members is rejected;
- (iii) in the event that the Contract is awarded to the Consortium Members, as soon as the Contract has been performed or has been terminated otherwise, once all claims arising from such termination between the Customer and Consortium Members, i.e. among Consortium Members have been finally settled; or
- (iv) when the Consortium Members have unanimously so decided.

Prior to that, a Consortium Member is only entitled to terminate the Consortium or its membership therein due to reasons explicitly stated in this Agreement or reflecting mandatory law.

### 10.3 Termination

The Consortium shall be finally terminated after complete fulfilment of all rights and obligations resulting from this Agreement.

## Article 11 - Choice of Law

This Agreement shall be governed by, and all disputes in connection with it shall be resolved in accordance with the substantive laws of Austria without regard to this jurisdiction's conflicts of law provisions.

If a dispute arises in connection with this Agreement, the responsible representatives of the Parties shall attempt, in fair dealing and good faith, to settle such dispute. Upon request of a Party a senior management representative of each Party shall participate in the negotiations. Each Party shall be entitled to terminate these negotiations by written notification to the other Party at any time. If the Parties fail to agree, any and all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Seat of Arbitration shall be Zurich and language of arbitration procedure shall be English. .

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**Article 12 - Miscellaneous****12.1 Amendments**

No modification to this Agreement will be binding, unless made in writing. Any waiver of this requirement for the written form shall likewise be in writing.

The Parties, i.e., Consortium members agree to later on sign the longer version of this Consortium Agreement, in which they will in more detail regulate all relevant topics for their collaboration in respect to Project realisation. The provisions of that Consortium Agreement shall not derogate everything what was concluded by this Consortium Agreement.

**12.2 Communications in writing**

All correspondence, notices, and other communications to be given to any of the Consortium Members pursuant to this Agreement in writing or written form, shall be sent by mail, courier, in person, or by facsimile or e-mail at the respective addresses set forth below or at such other addresses as the respective Consortium Members shall designate by notice given in accordance herewith.

**12.3 Language of the Agreement, Correspondence, Documentation**

The language of this Agreement shall be English. Correspondence, technical and commercial documents as well as any other information exchanged between the Consortium Members relating to this Agreement shall be in English, If another language is agreed with the Customer in respect of the Contract, correspondence, technical and commercial documents and other information – including any drafts thereof – to be exchanged between the Consortium Members and which are intended to be passed on to or to be used towards the Customer – then the Consortium Leader shall be responsible for the timely translation of such information in the language agreed with the Customer.

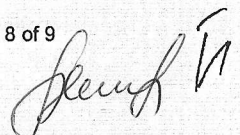
In Witness Whereof, the Parties hereby have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

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Consortium Agreement by and between Yunex Traffic Austria GmbH and AllPassCity "Edinet – Cities of Tomorrow Lot5 – Project Number/ID ocds-b3wdp1-MD-1676878047021"

March 2023


Page 8 of 9

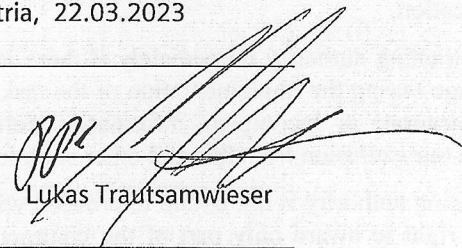




1. Yunex Traffic Austria GmbH

Place, Date: Vienna, Austria, 22.03.2023

  
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Name: Andreas Hohlhut

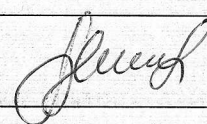
  
\_\_\_\_\_  
Lukas Trautsamwieser

Title: MD Finance          Procurist

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2. ALLPass City SRL

Place, Date: Chisinau, Moldova, 22.03.2023

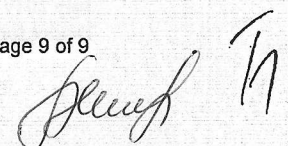
  
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Name: Vera Pucicova

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Title: CEO

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**ANNEX IV : Budget breakdown (Model financial offer) for lot 5**

Page No 1 [of...]

**PUBLICATION REFERENCE: 2020/421/644/6.2 NAME OF TENDERER: Yunex Traffic Austria GmbH**

A ITEM NUMBER	QUAN TITY	C SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	D UNIT COSTS WITH DELIVERY [DDP] 1 <PLACE OF ACCEPTANCE - EDINET MUNICIPALITY > [EUR]	E TOTAL [EUR]
1	1	Intersection Strada Independentei – Strada 31. August Yunex Traffic Austria GmbH ALLPass City SRL	27.875,- 28.835,-	56.710,-
2	1	Intersection Strada Independentei – Strada A Puskin Yunex Traffic Austria GmbH ALLPass City SRL	27.205,- 31.580,-	58.785,-
3	1	Intersection Strada Independentei – Strada Stefan Vodă Yunex Traffic Austria GmbH ALLPass City SRL	28.415,- 29.475,-	57.890,-
		Training of the beneficiary Yunex Traffic Austria GmbH	[3.735,-]	

1 - [DDP (Delivered Duty Paid)] [DAP (Delivered At Place)] — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

	Maintenance 5 years of all three intersections - ALL Pass City SRL	[46.154,-]	
		Total price	173.385,-

**ANNEX IV : Budget breakdown (Model financial offer) for lot 2 N/A**

Page No 1 [of...]

**PUBLICATION REFERENCE: 2020/421/644/6.2 NAME OF TENDERER: <name>**

A	C	D	E
ITEM NUMBER	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY [DDP] 2 <PLACE OF ACCEPTANCE - EDINET MUNICIPALITY > [EUR]	TOTAL [EUR]
1			
2			
....			
	Training of the beneficiary	[Lump sum]	
	Other services and any other costs not directly related to the intrinsic	[Lump sum]	

<sup>2</sup> ~~[DDP (Delivered Duty Paid)]~~[DAP (Delivered At Place)] — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

		value of the products but included up to the delivery ( if any)		
		Maintenance costs, the unit cost per year, total after delivery until 28 February 2025	[Lump sum]	
			<b>Total price</b>	
		Maintenance costs for 5 years from 01.03.2025 ,	Price per year	
			<b>Total cost</b>	