

**JOINT ACTIVITY
CONSORTIUM AGREEMENT Nr. AI-ALT/01/12**

The present agreement is made on 07-12-2022, in Chisinau

Between,

UAB "Arionex LT", located at Asigalio 6c, Kaunas, Lithuania, represented by Mr. Giedrius Rutkauskas as Director,

and

Limited Liability Company (SRL) "Arvi Invest", 55 Alexei Sciusev street, Chisinau, Republic of Moldova, represented by Mr. Alexandru Musteata as Director,

Hereinafter referred to as "the Parties"

1. Subject of the Agreement

1.1. Upon making this Agreement, Parties are seeking to express their good will and reasonable intentions, acting free and clear, from the moment of signing this Agreement, to establish temporary Consortium, the subject of which is to participate in the tender ocds-b3wdp1-MD-1668763393496 "Achizitionarea reagentilor chimici"

1.2. According to this Agreement, the Parties do not establish a new legal entity. The Consortium is operating according to the provisions of the present Agreement.

2. Management of Consortium

2.1 The Parties agree that UAB "ARIONEX Lt" (thereinafter Leading Partner) is the main (leading) partner of the Consortium activities and a leader that takes over all responsibilities before the Contractor, and "Arvi Invest" LLC (SRL) being the Second Partner.

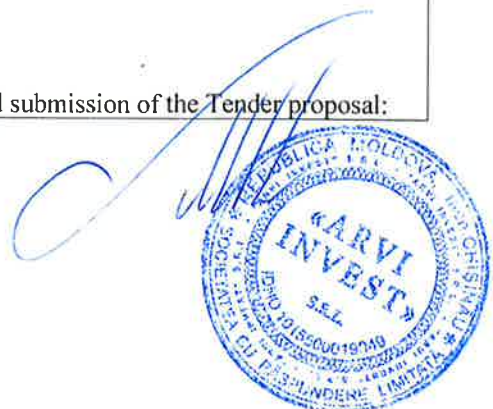
2.2 The profit distribution formula, as well as the NET costs and the deductible expenses will be specified in the addendum(s) to the contract and will represent business confidential information that will not be disclosed to third parties, except the official requests of the competent public authorities.

2.3 All dealings of the Partners, while taking part in the Tender and implementing the Contract, are being conducted by both Partners by consensus, except in the cases when this Consortium or the conditions of the Tender require differently. Upon any of the Partners' request, any agreement reached by consensus, shall be formalised in written.

2.4 Mr. Alexandru Musteata, is being authorised to administer the common dealings and to act on behalf of both Partners, including the right to sign all documents of the Tender (including digital and/or signatures), the Contract and other related transactions.

3. Partners' liability in the consortium

3.1 Works that shall be done by the Leading Partner for preparation and submission of the Tender proposal:



3.1.1. The Leading Partner shall prepare the material (documents) according to the conditions of the Tender;

3.1.2. The Leading Partner shall be responsible for coordination of actions of the both Partners in preparation and submission of the Tender proposal, in negotiations with the Contractor as well as for the appropriate preparation of the documents;

3.2. Partners agree that the Second Partner is responsible for preparation and presentation of the required guaranties, bonds and other Securities on behalf of Leading Partner. Based on the prior agreement of the Partners, Second Partner has the right to challenge the decisions of the tender organizers or any third parties, for the purpose of defending the rights and interests of the Partners, as well as submit to any competent public authorities and any institutions in the aim of solving of any disputes.

4. Responsibility

4.1. Consortium Parties are deemed to be jointly and severally liable in the respect of the Tender.

4.2 Leading partner

- prepare tender documents
- meet tender qualification criteria
- provide technical support

4.3 Second partner

- translate tender documents if requested
- submit documents to tender
- ensure communication to the customer
- to issue/pay financial guarantee in regards to Tender participation on behalf of Leading Partner (if needed)
- to organize or participate in logistic process within product delivery, subject to the Tender

4.4. All disputes between the Parties, on which no agreement was reached, are resolved in accordance with the legislation of the Republic of Moldova.

5. Confirmations

The Parties confirm, that:

5.1. are duly founded and are legally operating under the laws of registration place and state and have all rights and authorizations to own, manage and dispose their own property, carry out his business as well as other obligations under the present Agreement;

5.2. possess all confirmations and authorizations which enable execution of this Agreement and its terms and that all aforementioned confirmations and authorizations are non - conditional and legally valid;

5.3. the Parties are not involved or threatened by any legal or arbitration proceedings, related to claims or amounts which could be determined as essential in connection with this Agreement;

5.4. Each Party shall promptly inform the other Parties about any amendments to aforementioned confirmations or guarantees.

5.5. Parties agreed that will not alter this Agreement's composition and legal status after submitting its Tender.

6. Confidentiality Clause



Each Party of the Consortium shall not disclose to the third parties any contractual obligations, related to the activity of the Consortium, directors or employees, and other information which became available in connection with this Agreement, without the consent of the other participants of the Consortium, with the exception of requests received from legal authorities or necessary for the proper execution of this contract (however any such actions are to be brought to the attention of the other Party prior to the disclosure).

7. Notices

Any notices in connection with this Agreement, shall be made in writing and forwarded by registered mail, or send by e-mail at the addresses of registered headquarters or addresses defined in this Agreement or any other address, which had been announced by each of the Parties to the other Parties.

8. Effective date

The present Agreement will come into force on the date when it is signed by the parties and is valid until obligations of the Parties under this Agreement are fulfilled.

9. Termination

This Agreement may be terminated by mutual agreement of the Parties.

10. Alteration and supplement

All amendments or supplements to this Agreement shall be made in writing and are signed by the Parties or their duly appointed representatives.

Signature of the Parties

UAB „ARIONEX LT“

Ašigalio str. 6C, LT-49142, Kaunas,
Lithuania

Company reg. Nr.: 300601705

V.A.T. code: LT100002711317

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Arvi Invest SRL

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Republic of Moldova

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Sucursala Stefan Cel Mare

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CEO Giedrius Rutkauskas

CEO Alexandru Musteata

