

# ASSOCIATION AGREEMENT

Chişinău

This association agreement is concluded between:

The company **SC OMNICOM SRL**, IDNO 1006600007475, headquartered in the Republic of Moldova, mun. Chişinău, str. Gheorghe Asachi nr. 71/7, MD-2028, legally represented by its director, Mr. Andrei Zabolotnii, hereinafter referred to as the "Leader of the Association," or "OMNICOM" and

The company **Aptor Metrix S.A.**, headquartered at Grunwaldzka 14, 83-110 Tczew, Poland, registered by District Court (Sqd Rejonowy) Gdańsk- Północ in Gdańsk, VII Economic Department (Wydział Gospodarczy) in the register of entrepreneurs with No KRS 0000046259, NIP PL : 593-010-00-81, stock capital 903.868,60 PLN fully paid legally represented by its Chef Executive Officer, Mr. Ryszard Lippke and Proxy, Mr. Mariusz Dittmann, hereinafter referred to as the "Member of the Association," or "Metrix"

have agreed to conclude this agreement with the following provisions:

## 1. OBJECT OF THE ASSOCIATION

- 1.1. The parties to this agreement consent to associate, without forming a legal entity, to participate in the procurement procedure organized by SRL "Chişinău-Gaz" (hereinafter referred to as the "Contracting Entity") for the procurement of meters for its own needs (hereinafter referred to as the "Tender").
- 1.2. The purpose of the association is to execute the procurement contract for the public procurement procedure no. **ocds-b3wdp1-MD-173383596994** (registration number: CG-01BC/2025) organized by SRL "Chişinău-Gaz" for the delivery of goods (meters) if the joint offer is declared the winner.
- 1.3. The management of the association is entrusted to **SC OMNICOM SRL**.
- 1.4. The headquarters of the association is recognized as the headquarters of the Leader of the Association.

## 2. DURATION OF THE ASSOCIATION

- 2.1. The association begins on the date of signing this agreement and will continue:
  - a) Until notification by the Contracting Entity of the contract award to another participant and the return of the participation guarantee, or

b) Until the execution of the subject of the contract and its settlement with the Ordering Party).

### **3. MUTUAL OBLIGATIONS OF THE PARTIES**

- 3.1. The associates shall contribute to the swift achievement of the purpose of this Agreement through their contributions, exchange of experience, and best practices in the field.
- 3.2. To achieve the proposed purpose, the associates shall consult and inform each other as necessary regarding all aspects of project evaluation, including organizing meetings (working groups) for exchanging experience in contract execution.
- 3.3. In executing the provisions of this Agreement, the associates shall mutually respect professional and ethical standards toward each other.
- 3.4. The management and allocation (funds, fixed assets, joint activities, human resources) resulting from the execution of this agreement shall be carried out by each associate separately, within the scope of the rights and obligations assumed.
- 3.5. The performance by a Partner of the Association including the Leader of an action exceeding ordinary management shall require the prior written consent of the Partner of the Association whose rights or obligations are affected by the action under pain of nullity.

### **4. RIGHTS AND OBLIGATIONS OF THE ASSOCIATES**

- 4.1. The parties shall jointly agree on the volume of activities in accordance with each party's tasks.
- 4.2. Rights and obligations of the Leader of the Association:
  - a) To submit the joint offer on behalf of the associates;
  - b) To provide the participation guarantee for the tender in the required amount;
  - c) In case of winning the tender, to provide the performance guarantee;
  - d) To sign the contract with the Contracting Entity on behalf of the association;
  - e) To manage the general contract (organizing meetings, reporting, settlements, etc.);
  - f) To obtain the necessary approvals/permits;
  - g) To receive financial resources from the Contracting Entity and redistribute them to the Member of the Association within three (3) days of receipt.
- 4.3. Rights and obligations of the Member of the Association:
  - a) To advise and share experience and best practices with the Leader of the Association for contract execution;
  - b) To designate responsible persons for experience exchange, who will be part

- of the project working group led by the Leader of the Association;
- c) To provide information/data necessary for preparing the offer, upon request;
- d) To produce and supply the equipment necessary for achieving the objective.

## **5. RESPONSIBILITIES OF THE PARTIES**

- 5.1. The Leader of the Association is responsible to the Contracting Entity for the non-performance or improper performance of obligations assumed under the awarded contract, in accordance with applicable legislation.
- 5.2. The parties shall remain in association for the entire duration of the contract execution.
- 5.3. No associate may, without the written consent of the other associate, sell, transfer, donate, or assign its share or that of the other in the association. Any attempt to transfer an associate's share in the association shall be null and void.

## **6. COMMUNICATION**

- 6.1. Any communication between the parties shall be deemed valid if it is made in writing and transmitted to the other party by a means of communication that provides confirmation of receipt.

## **7. CONFIDENTIALITY**

- 7.1. All information contained in this agreement and related to its execution constitutes confidential information and may not be disclosed to third parties without the prior consent of the other associate.
- 7.2. The parties shall take the necessary measures to prevent the disclosure of confidential information or the familiarity of third parties with such information without the permission of the parties.
- 7.3. The above commitment shall remain in force for the duration of the Association and also for a period of 5 years after its dissolution.

## **8. FINAL CLAUSES**

- 8.1. Amendments and modifications to this agreement are not valid and enforceable against the parties unless made through an written addendum signed by the associates.
- 8.2. This agreement represents the will of the parties and supersedes any prior or subsequent verbal understanding between them

- 8.3. In the event of any disputes arising in connection with the implementation of the provisions of the Association, the Parties undertake to take action to resolve any dispute amicably.
- 8.4. If it is not possible to resolve the dispute by amicable means, the competent to resolve disputes arising from the Association agreement will be the common court of local and material jurisdiction for Metrix.
- 8.5. In matters not regulated by this Association, the provisions of Polish law shall apply.
- 8.6. The Association Agreement is drawn up in two counterparts in English for both Parties.
- 8.7. All amendments to the Association Agreement must be in writing under pain of nullity in order to be valid.

METRIX

OMNICOM

Ryszard Lippke

PREZES ZARZĄDU

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Chef Executive Officer

Ryszard Lippke

Mariusz Dittmann

Prokurent/Proxy

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Proxy

Mariusz Dittmann

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