

## JOINT ACTIVITY CONSORTIUM AGREEMENT

The present agreement is made on 02-04-2025, in Kaunas, Lithuania

Between,

**“ARIONEX Wasseraufbereitung” GmbH**, located at Switzerland, Reinach Neueneichweg 27, CH-4153, represented by Mr. Giedrius Rutkauskas, Director,

**UAB “ARIONEX LT”**, located at Ašigalio g. 6C, LT-49142, Kaunas, Lithuania, represented by Mr. Raimundas Budrys, Technical director, and hereinafter referred to as the “Parties”

### 1. Subject of the Agreement

**1.1.** Upon making this Agreement, the Parties seek to express their goodwill and reasonable intentions, acting freely and independently, from the moment of signing this Agreement, to establish a temporary Consortium. The purpose of the Consortium is to take part in the tender **“Lot 1 - Liquid Caustic Soda (recalculated to 100%)” (Tender No: 21379842)** for the project with the buyer **SA TERMOELECTRICA**, signing a **Supply Contract** (hereinafter referred to as the **Supply Contract**).

**1.2.** The turnkey contract shall include the supply of “Liquid Caustic Soda (recalculated to 100%)” to SA TERMOELECTRICA.

**1.3.** According to this Agreement, the Parties do not establish a new legal entity. The Consortium shall operate in accordance with the provisions of this Agreement.

### 2. Management of Consortium

**2.1.** The Parties agree that **“ARIONEX Wasseraufbereitung” GmbH** (thereinafter Leading Partner) is the main (leading) partner of the Consortium activities and a leader that takes over all responsibilities before the Client, while **UAB “ARIONEX LT”** is the Second Partner.


**2.2.** All dealings of the Partners, while taking part in the Tender and implementing the Supply Contract, are being conducted by Partners by consensus, except in the cases when this Consortium or the conditions of the Tender require differently. Upon any Partner’s request, any agreement reached by consensus shall be formalized in writing.

**2.3.** Parties agree that **Mr. Giedrius Rutkauskas, Director of ARIONEX Wasseraufbereitung GmbH, The Leading Partner, is being authorised to administer the common dealings and to act on behalf of all Partners**, including the right to sign all documents of the Tender, the Supply Contract with the Client, during implementation of project to act on behalf of Partners and settle payments with The Client and other related transactions.

### 3. Partners’ liability in the consortium

**3.1.** The following 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 required documents in accordance with the Tender



conditions;

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

3.2. The Partners agree that the Leading Partner is responsible for preparation and presentation of the Performance Bond and other Securities on behalf of Partners.

#### **4. New members**

4.1. Any natural or legal person has the right to join the activities of the Consortium under this agreement by the mutual consent of all participants of the Consortium. Participation of the new person in the Consortium is being confirmed making amendments to the present Agreement.

#### **5. Responsibility**

5.1. Consortium Parties are subsidiary and solidary responsible for non-execution or improper execution of the Agreement before the Client.

#### **6. Confirmations**

6.1. The Parties confirm, that:

6.1.1. 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;

6.1.2. they own 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;

6.1.3. they 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;

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

#### **7. Confidentiality Clause**

7.1. 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.

#### **8. Notices**

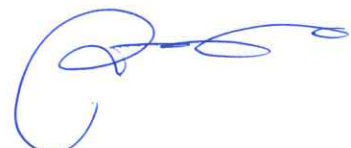
8.1. Any notices in connection with this Agreement, shall be made in writing and forwarded by registered mail, or send by e-mail at the addresses of registered headquarters or addresses defined in this Agreement or any other address, which had been announced by each of the Parties to the other Parties.

#### **9. Effective date**

9.1. 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.

#### **10. Termination**

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



## 11. Alteration and supplement

11.1. 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

**“ARIONEX Wasseraufbereitung” GmbH**

Director Giedrius Rutkauskas

**UAB “ARIONEX LT”**

Technical director Raimundas Budrys

