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Škoda Auto Direct Dealer Agreement



Declaration on DIREKTHÄNDLERVERTRAG

This agreement is made by

ŠKODA AUTO a.s. Tř. Václava Klementa 869 293 60 Mladá Boleslav Czech Republic

hereinafter referred to as "Škoda"

and

ÎM "DAAC-HERMES" SA MD-2069, str. Calea leşilor, 10 mun. Chişinău Republic of Moldova

hereinafter referred to as "HERMES"

and

Societatea cu Răspundere Limitată "DAAC-AUTO"

MD-2069, str. Calea leşilor, 10 mun. Chişinău Republic of Moldova

hereinafter referred to as "DAAC-AUTO".

(MD-2069, Calea lesilor, 10) (city of Chisina)

(Limited Liability Company "DAAC-AUTO") (MD-2069, Calea lesilor, 10) (city of Chisina)



Whereas Škoda and HERMES concluded a "Direkthändlervertrag" dated 27.03.1998 (hereinafter referred to as "Initial Agreement"),

whereas Škoda and DAAC-AUTO concluded a "Direkthändlervertrag No. 1612/05" dated 20.01.2006" (hereinafter referred to as "Meantime Agreement"),

whereas Škoda and DAAC-AUTO concluded a "Direct Dealer Agreement" (hereinafter referred to as "New Agreement"), which replaces the "Direkthändlervertrag No. 1612/05" concluded on 20.01.2006,

whereas DAAC-AUTO is a daughter company of HERMES,

now, therefore, Škoda, HERMES and DAAC-AUTO declare that with coming into force of the Meantime Agreement on 20.01.2006 the Initial Agreement between Škoda and Hermes was terminated and at the same time DAAC-AUTO took over all remaining obligations of HERMES out of the Initial Agreement. Furthermore DAAC-AUTO declares to take over these obligations also in the future under the New Agreement.

Mladá Boleslav, 11.12.2007

Fred Kappler

Member of the Board of Management Sales and Marketing

on behalf of ŠKODA AUTO a.s.

Holger Kintscher

Member of the Board of Management Finance, Commercial Affairs

Ments clan

on behalf of ŠKODA AUTO a.s.

Place

DAAC Hermes

on behalf of IM "DAAGHERMES"

Chistuly 28. 12.07

Place

Date

"DAAC-AUTO"

Maxim Buzdugan

on behalf of Societatea cu Răspundere Limitată "DAAC-AUTO"

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