



**AGCO
FARM MACHINERY
DISTRIBUTOR
AGREEMENT**

AGCO

FARM MACHINERY DISTRIBUTOR AGREEMENT

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FARM MACHINERY DISTRIBUTOR AGREEMENT

THIS AGREEMENT IS MADE BETWEEN

AGCO International GmbH of Victor von Bruns-Strasse 17, CH-8212 Neuhausen am Rheinfall, Switzerland (hereinafter called "AGCO" which expression shall include its successors and assignees)

AND

Diaztech SRL of 10 A Chisinau Road, Straseni 3700, Republic of Moldova (hereinafter called the "Distributor")

WHEREAS AGCO and the Distributor wish to work together to promote AGCO products, improve customer service and increase market share in the Territory for the mutual benefit of both parties.

NOW IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the singular shall include the plural and vice versa and the following expressions shall have the following meanings:-

- (a) **"AGCO Associate Company"** means AGCO Corporation and any Entity (as hereinafter defined) in which it owns or controls whether directly or indirectly fifty per centum (50%) or more of the voting rights whereby control over the direction and management of such Entity is exercised;
- (b) **"AGCO Parts Business Plan"** means the business plan issued by AGCO annually to define targets and objectives for the purchases of AGCO Parts (as hereinafter defined) and Complementary Products (as hereinafter defined) by the Distributor with corresponding bonus payments for successful achievement;
- (c) **"AGCO Supplying Companies"** means such Entities as may from time to time be designated by AGCO to accept orders from the Distributor;
- (d) **"AGCO Trade Marks"** means the trade marks and service marks owned by registered by or licensed to AGCO or AGCO Associate Companies in the Territory (as hereinafter defined) relating to the brand of the Products (as hereinafter defined) that are sold by AGCO or AGCO Supplying Companies to the Distributor in the Territory;
- (e) **"Approved Dealers"** means Entities appointed by the Distributor who meet the minimum necessary criteria pursuant to sub-clauses 4.2 and 4.3 hereof;
- (f) **"Commencing Date"** means the February 1, 2022
- (g) **"Competing Items"** means any goods which are in any way competitive with any Products;
- (h) **"Complementary Products"** means all products which are not Machinery or accessories and replacement parts for Machinery or AGCO branded promotional merchandise and are invoiced to the Distributor by AGCO Parts Department and/or third party suppliers as notified to the Distributor by AGCO;
- (i) **"Control"** means the Distributor and/or the Distributor's Associate Company owns directly or indirectly fifty per centum (50%) or more of the outstanding voting securities or capital stock of a business Entity or any other comparable equity or ownership interest with respect to that business Entity;

- (j) **"Distributor's Associate Company"** means the Distributor's subsidiary or holding company and each and any subsidiary of the Distributor's holding company or any business Entity from time to time Controlling or Controlled by or under common Control with the Distributor;
- (k) **"Entity"** means any person or body of persons whether corporate or unincorporate (including a partnership);
- (l) **"Machinery"** means the products listed in Schedule E under the heading "Machinery Type" and may from time to time be amended by agreement between the parties in writing;
- (m) **"Official AGCO Distributor"** means an Entity authorised by AGCO or an AGCO Associate Company to undertake the wholesale and/or retail distribution of the Machinery and/or Parts (as hereinafter defined) and to style itself as an Official AGCO Distributor of the Products;
- (n) **"Parts"** means Complementary Products, accessories and replacement parts for Machinery;
- (o) **"Products"** means the Machinery, Parts and such other products as may be added by mutual agreement between the parties and listed under Schedule E;
- (p) **"Supply"** means the fact or action of disposal by way of sale or resale or lease or letting on hire; and
- (q) **"Territory"** means the territory or territories of primary responsibility listed and/or described in Schedule C hereto together with such other territories as may from time to time be included within the meaning of that expression by agreement in writing between AGCO and the Distributor.

1.2 The headings in this Agreement are for convenience only and shall not affect its content.

2. APPOINTMENT AND GRANT OF RIGHTS

2.1 Subject to the provisions hereinafter contained:-

- (a) AGCO appoints the Distributor as the Official AGCO Distributor of the Products for the Territory and the Distributor accepts such appointment;
- (b) AGCO approves the supply of the Products by AGCO Supplying Companies to the Distributor for resale and/or use within the Territory;
- (c) AGCO grants to the Distributor the right to supply the Products to Approved Dealers and to other Entities as approved by AGCO in writing requiring the same for use within the Territory; and
- (d) AGCO agrees and undertakes to procure that for the duration of this Agreement neither it nor any AGCO Associate Company will appoint another Official AGCO Distributor in the Territory for the Products.

2.2 Save in respect of any supply by AGCO or AGCO Supplying Companies of other AGCO branded products, the Distributor agrees that for the duration of this Agreement:-

- (a) it will purchase the Machinery only from AGCO Supplying Companies; and
- (b) it will not and will ensure that its Approved Dealers and the Distributor's Associate Companies do not engage in any of the following activities in the Territory without the prior written consent of AGCO:-

- (i) stock or supply (directly or indirectly) Competing Items to the Machinery save for Competing Items which come into the Distributor's or Approved Dealer's stock when traded in as part of the consideration payable for the purchase of the Machinery; or
 - (ii) solicit or be directly engaged or interested in soliciting orders for any Competing Items to the Machinery; or
 - (iii) install or be directly or indirectly engaged or interested in supplying any Competing Items to the Parts for installation into any of the Machinery;
- (c) it will not and will ensure that the Distributor's Associate Companies do not sell, promote and/or distribute Competing Items to the Machinery.

2.3 The Distributor agrees that for the duration of this Agreement:-

- (a) it will purchase the Parts only from AGCO Supplying Companies;
- (b) it will not and will ensure that its Approved Dealers and the Distributor's Associate Companies do not engage in any of the following activities without the prior written consent of AGCO:-
 - (i) stock or supply (directly or indirectly) Competing Items to the Parts;
 - (ii) solicit or be directly engaged or interested in soliciting orders for any Competing Items to the Parts;
- (c) it will not and will ensure that the Distributor's Associate Companies do not sell, promote and/or distribute Competing Items to the Parts.

2.4 AGCO agrees not to sell or permit any AGCO Associate Company to sell the Products to anyone other than the Distributor in the Territory except as follows:-

- (a) to any international organisations or departments or agencies of national, local or municipal government or government-owned or government-controlled entities situated within the Territory or elsewhere for resale and/or use in the Territory or elsewhere;
- (b) to manufacturers in the Territory or elsewhere for incorporation in or attachment to products manufactured or assembled by them and sold in the Territory or elsewhere;
- (c) to an Entity established in the Territory for resale and/or use outside the Territory;
- (d) to any Entity requiring the Products for use in connection with its operations in the Territory where that Entity is, in the reasonable opinion of AGCO, part of a multinational group whose main purchasing office for the Products is outside the Territory and whose main business is the processing and/or distribution of agricultural or food products in the Territory and elsewhere;
- (e) in respect of any Product rightfully repossessed by AGCO from an Official AGCO Distributor to any Entity for resale and/or use in the Territory or elsewhere; and
- (f) to any Entity in the Territory specialising in retail parts sales following notice afforded to the Distributor by AGCO of the reasons for such sales.

To the extent that the Distributor shall be instrumental in obtaining an order from a buyer above and/or is required to undertake servicing responsibilities in respect of Products supplied to the Territory against such an order AGCO will as it sees fit give consideration to the payment of commission or other remuneration to the Distributor and any such payment shall be wholly at AGCO's reasonable discretion.



AGCO International GmbH

Victor von Bruns-Strasse 17, CH - 8212 Neuhausen, Switzerland,

Telephone +41 52 725 2200, Fax +41 52 725 2270, www.agcocorp.com

28 January 2022

PRIVATE AND CONFIDENTIAL

For the attention of Artur Zgardan

Diaztech Srl
10 A Chisinau road
3700, Straseni
Republic of Moldova

Dear Sirs

Moldova – Farm Machinery Distributor Agreement with Diaztech Srl (the “Distributor”)

We refer to the form of Farm Machinery Distributor Agreement (the “Agreement”) to be entered into by AGCO International GmbH (“AGCO”) and yourselves respectively for distribution of Valtra products in Moldova (the “Territory”).

We confirm that, until further notice, such notice to be in writing and affording not less than 90 days, your appointment as an official AGCO Distributor for the Territory under the terms of the above Agreement, is subject to your agreement to comply with the following terms and conditions for the Territory:

- (i) Increase the value of **the corporate guarantee** from **Diazchim Srl** and provide an **additional Bank Guarantee** from an “A” rated Western bank of an amount sufficient to cover the forecasted new business volume as confirmed by AGCO / Business Credit;
- (ii) Both **Diaztech’s & Diazchim’s latest financials** to be provided for evaluation.

Should you fail to fulfill your obligations under the terms proposed above and within the given Conditional Period, AGCO shall have the right to terminate the Agreement. AGCO shall notify you in writing of its decision and such decision shall be final and in the sole discretion of AGCO.

This letter shall be governed by the law and jurisdiction of the Agreement.

Please confirm your agreement to the terms above by signing and then returning a copy of this letter.

Yours faithfully



AGCO International GmbH

Victor von Bruns-Strasse 17, CH - 8212 Neuhausen, Switzerland,

Telephone +41 52 725 2200, Fax +41 52 725 2270, www.agcocorp.com

DocuSigned by:

Juergen Linder

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Juergen Linder

3/2/2022

DocuSigned by:

Jari Rautjarvi

200929B0FB3F447...

Jari Rautjarvi

3/2/2022

For and on behalf of
AGCO International GmbH

For and on behalf of
AGCO International GmbH

Agreed for and on behalf of
Diaztech Srl

DocuSigned by:

Artur Zgardan

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Artur Zgardan

2/2/2022

Date: