



**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.

2.5 Notwithstanding sub-clauses 2.1(d) and 2.4 above any machine, implement, attachment, accessory or part which:-

- (a) does not fall within the definition of the Products; or
- (b) falls within the definition of the Products but at the same time forms part of another line of equipment (including but not limited to common Parts and/or Parts belonging to the AGCO Parts brand)

may be supplied by AGCO or any AGCO Associate Company or AGCO Supplying Company at any time to any Entity in the Territory.

### **3. ACTIVITY OUTSIDE THE TERRITORY**

3.1 The Distributor agrees that except with the prior written consent of AGCO it will not:-

- (a) supply and or actively market Products outside the Territory;
- (b) knowingly supply the Products to any entity within the Territory for resale or use outside of the Territory; and
- (c) outside the Territory solicit customers for the Products nor establish or maintain branches or warehouses for delivery purposes.

### **4. DISTRIBUTOR ORGANISATION**

4.1 The Distributor agrees to establish and maintain a level of representation for the Products in the Territory to the reasonable satisfaction of AGCO and for this purpose to provide without expense to AGCO or AGCO Associate Companies or AGCO Supplying Companies:-

- (a) such reasonable numbers of persons who have been adequately trained in the marketing, repair, field service and maintenance of the Products as shall in AGCO's reasonable opinion be adequate for the Territory; and
- (b) such premises (including display of appropriate signs and advertising boards), facilities and equipment (including tools and vehicles) for sales, stocking and servicing of the Products as shall in AGCO's reasonable opinion be adequate for the Territory.

4.2 For the purpose of enabling the Distributor to discharge its obligations under this Agreement the Distributor shall be entitled to appoint by agreements in writing Approved Dealers within the Territory to ensure full and proper representation throughout the Territory for the supply and servicing of the Products.

4.3 Approved Dealers and the Distributor must comply with the minimum necessary criteria as mutually agreed and set out in the AGCO Mandatory Standards and also meet the criteria set out in sub-clauses 4.1 (a) and (b) above. The appointment of such Approved Dealers by the Distributor shall be made upon prior consultation with AGCO and on such terms as properly protect the goodwill attaching to AGCO Trade Marks which by virtue of clause 11 hereof the Approved Dealer will be authorised to use.

### **5. MARKETING AND CUSTOMER SERVICE RESPONSIBILITIES**

5.1 AGCO agrees to assist the Distributor in the marketing of the Products in the Territory by:-

- (a) ensuring that sales brochures, Parts catalogues, service manuals and other literature relative to the Products are made available at reasonable cost to the Distributor;

- (b) acquainting the Distributor with such new methods of selling and new applications for the Products as may be recommended by AGCO;
  - (c) making available at reasonable cost to the Distributor facilities for training of the Distributor's staff in the marketing and servicing of the Products; and
  - (d) marketing and contacting existing or potential customers directly by utilising direct marketing techniques such as AGCO web-sites and postal campaigns.
- 5.2 The Distributor agrees to promote in every reasonable manner to the reasonable satisfaction of AGCO and at its own expense the sale of the Products throughout the Territory.
- 5.3 In particular the Distributor agrees:
- (a)
    - (i) to meet the minimum sales objectives and minimum stock levels for the Machinery from time to time stipulated by AGCO as realistic for the market;
    - (ii) to meet the minimum sales objectives and minimum stock levels for Parts from time to time stipulated by AGCO as realistic for the market;
  - (b) to comply with AGCO's policy as made known from time to time to the Distributor regarding business organisation, sales and services policies, procedures and systems, marketing programmes, advertising and sales promotion and such other requirements as AGCO may establish;
  - (c) to participate in the AGCO Standards Programme for the time being and to achieve the minimum requirements stipulated in the programme;
  - (d) to purchase or hire and at all times exhibit and maintain on the Distributor's and Approved Dealer's premises and vehicles current signs publicising the availability of sales and service of the Products as required by AGCO from time to time;
  - (e) to collect contact details from all customers and, wherever reasonably possible, potential customers who contact the Distributor to express interest in the Products and, when collecting their contact details, obtain the consent of the persons concerned to forward the contact details to AGCO and for AGCO to use them for marketing purposes. Except where a customer or potential customer has refused consent to their contact details being forwarded to AGCO, the Distributor shall promptly forward all such contact details to AGCO; and
  - (f) to permit AGCO to use the Distributor's name and contact details on any AGCO operated and maintained web-site.
- 5.4 The Distributor shall not register a domain name comprising any trade mark or part thereof owned or licensed by an AGCO Associate Company (including any AGCO Trade Mark) unless permission in writing is given by AGCO. In the event that the Distributor obtains, controls or acquires a domain name which contains any trade mark or part thereof owned or licensed by an AGCO Associate Company (including any AGCO Trade Mark) then the Distributor will assign or otherwise transfer free of charge such domain name to AGCO upon request by AGCO or upon termination of this Agreement.
- 5.5. The Distributor warrants that the collecting, use, processing and storing of personal data complies with all relevant data protection directives, regulations and any other legislation of the Territory and that it has informed its customers that it may share their personal information with AGCO and/or AGCO's business partners and collected the necessary consents.
- 5.6. Both parties shall comply with the requirements set out in Schedule B of this Agreement. Schedule B is in addition to, and does not relieve, remove or replace, a party's obligations under the applicable data protection laws and regulations.

## 6. PRODUCT SERVICING RESPONSIBILITIES

6.1 The Distributor agrees to maintain and to ensure that its Approved Dealers maintain standards of service for the Products acceptable to AGCO.

6.2 In particular the Distributor agrees:-

- (a) to carry out at its own expense all procedures laid down by AGCO from time to time governing pre-delivery preparation, delivery installation (including full completion and delivery to AGCO of Product registration details) and post-delivery free service for all Machinery supplied by it or its Approved Dealers;
- (b) to provide (by itself or by arrangement with its Approved Dealers or other Official AGCO Distributors) warranty service in accordance with AGCO's current warranty and the terms of AGCO's current warranty manual and supplementary advisory bulletins or notices for all Products supplied by the Distributor or its Approved Dealers and where required by AGCO in return for payment of commission or other reasonable remuneration to the Distributor;
- (c) to carry out if and when so requested by AGCO programmes for rectification of any and all defective Products in the Territory subject to payment of reasonable expenses by AGCO or the AGCO Supplying Company concerned at the rates laid down by AGCO from time to time;
- (d) to ensure in respect of all Products supplied by it and its Approved Dealers that the proposed user thereof is enabled to use the Products for the purposes for which they are designed without causing infringement of laws effective within the territory of proposed use, is fully and properly instructed in all aspects of the operation and maintenance thereof and is provided with the appropriate operator instruction handbooks, safety notices and other sufficient information in order that they may use the Products safely and without risk to health;
- (e) to comply with all requests made by AGCO in respect of any warranty audit or investigation carried out by AGCO including:-
  - (i) to pay the reasonable costs of AGCO in carrying out a warranty investigation where such investigation is requested by the Distributor which proves to be unnecessary or fails to result in any additional payment to the Distributor; and
  - (ii) to agree to adjustments in payments being made to the Distributor resulting from serious inaccuracies in sample warranty claim forms identified on audit as extrapolated over the warranty claim forms submitted by the Distributor over the preceding 12 month period;
- (f) not to set-off against monies validly due to AGCO from the Distributor such sums as the Distributor alleges are due to the Distributor from AGCO for historic warranty claims;
- (g) not to request the re-assessment or investigation of warranty claims previously validly submitted by the Distributor and processed by AGCO after a period of 12 months from the date of failure of the Products; and
- (h) not to submit to AGCO fraudulent or intentionally misleading warranty claim forms and if such forms are submitted by the Distributor to pay to AGCO the reasonable costs of AGCO in investigating such claims based on a factor of time spent by AGCO representatives and an appropriate reasonable hourly charging rate.



## **7. INSPECTIONS AND REPORTS**

7.1 The Distributor agrees:-

- (a) to provide AGCO with such information regarding stocks, sales, forecasts, financial position and financial results as AGCO may reasonably request from time to time; and
- (b) to permit AGCO's authorised representatives to have access at any time during normal working hours to the premises of the Distributor and its Approved Dealers to inspect the premises, facilities and the work carried out on the Products and to inspect stocks of Products and the stock records and/or remove any signs provided on hire to the Distributor pursuant to sub-clause 5.3(d) hereof.

7.2 The Distributor further agrees to report to AGCO in writing:-

- (a) any actual or anticipated change in its or any of its Approved Dealers' constitution or management or control; and
- (b) any intention of the Distributor or any of its Approved Dealers to effect any actual or proposed significant alteration to the premises from which the Products are retailed.

## **8. CONDITIONS OF SALE, ORDERING PROCEDURES AND PRICES**

- 8.1 Each order placed by the Distributor for the purchase of the Products and accepted by an AGCO Supplying Company will be deemed to have been so accepted upon and subject to the terms and conditions of this Agreement as well as the standard Terms and Conditions of Sale of the AGCO Supplying Company for purchases by Official AGCO Distributors current at the time of acceptance of such order as the same are from time to time notified to the Distributor. As at the Commencing Date the Terms and Conditions of Sale (including Warranty) applying to purchases by Official AGCO Distributors from AGCO Supplying Companies are as set out in Schedule A hereto.
- 8.2 Orders for Products may be placed by any electronic communications system approved by AGCO but shall be so placed subject to the terms of this Agreement and the standard Terms and Conditions of Sale (including warranty) of AGCO referred to at clause 8.1 above and/or of the AGCO Supplying Company and in the event of any conflict between the terms located on any AGCO on-line ordering system and the terms of this Agreement, the terms of this Agreement shall prevail.
- 8.3 All orders for Products shall be sent to such AGCO Associate Company or Supplying Company as AGCO may from time to time designate.
- 8.4 No order placed by the Distributor will be deemed accepted until a formal acceptance has been sent to the Distributor. Such acceptance shall be sent within 5 working days from AGCO's receipt of the order.
- 8.5 Unless otherwise agreed in writing between AGCO and the Distributor prices for purchase of the Products shall be those specified in the export price list for the Territory.
- 8.6 Payment by the Distributor shall include all fiscal charges and costs involved in transferring the full amounts due and unless otherwise agreed shall be effected by irrevocable letters of credit drawn in terms approved by the AGCO Supplying Company prior to the date of shipment and confirmed by a first class bank in the country of residence of that AGCO Supplying Company.
- 8.7 The Distributor shall in supplying the Products itself give for the benefit of the first user of the Products a warranty no less favourable to the first user than the warranty given to the Distributor by the AGCO Supplying Company.
- 8.8 The Distributor undertakes that it will make all payments to AGCO Supplying Companies and AGCO Associate Companies as and when such payments are due and duly perform all its other legal obligations to such companies.

- 8.9 The Distributor shall in supplying the Products attempt to exclude all other liabilities save for the warranty referred to at clause 8.7 to the fullest extent permitted by law.

## **9. PAYMENT GUARANTEE**

- 9.1 AGCO may request in writing from time to time that the ultimate holding company or controlling shareholder for the time being of the Distributor shall guarantee to AGCO and/or AGCO Supplying Companies the due performance by the Distributor of its payment obligations under this Agreement and/or under contracts for purchase and sale of Products entered into between the Distributor and AGCO Supplying Companies. Within 60 days of the receipt of such request the Distributor shall procure that the said holding company or shareholder shall enter into an agreement of guarantee or indemnity in such form as AGCO shall reasonably prescribe.
- 9.2 AGCO shall be entitled at its sole discretion to apply or procure to be applied from time to time any funds or credits belonging or due to the Distributor in the possession or custody of AGCO or any AGCO Associate Company or AGCO Supplying Company against any debts owing by the Distributor to AGCO or any AGCO Associate Company or AGCO Supplying Company.

## **10. CHANGES IN SPECIFICATION**

- 10.1 AGCO may make improvements or modifications to the design or specification of or fitments to any of the Products at any time but shall be under no obligation to apply the same to any Products previously purchased by the Distributor.
- 10.2 AGCO reserves for itself and AGCO Associate Companies and AGCO Supplying Companies the right to discontinue the manufacture of any of the Products without incurring any obligation or liability to the Distributor but AGCO shall endeavour to make available for a reasonable period Parts for the servicing of such discontinued Products.
- 10.3 The Distributor agrees that except as approved in writing by AGCO it will not and will ensure that its Approved Dealers will not make any modifications to or in any way vary the specification of Products supplied to it by AGCO Supplying Companies or to be repaired or serviced by it and/or its Approved Dealers.

## **11. TRADE MARKS AND TRADE NAMES**

- 11.1 AGCO hereby grants to the Distributor the right during the continuance of this Agreement and subject to due compliance with the provisions of this Clause to use and permit Approved Dealers to use AGCO Trade Marks in promoting the sales of Products and carrying out its servicing responsibilities hereunder in the Territory and for the purpose of describing itself as an Official AGCO Distributor or as an Approved Dealer, but (except as permitted in writing by AGCO) for no other purpose whatsoever.
- 11.2 The Distributor agrees:-
- (a) to comply with all instructions issued by AGCO relating to the form and manner in which AGCO Trade Marks shall be used and to discontinue immediately upon notice from AGCO any practice relating to the use of AGCO Trade Marks which in AGCO's opinion would or might adversely affect the rights or interests of AGCO or any AGCO Associate Company;
  - (b) not to use or permit any Entity controlled by it or any Approved Dealer to use in its corporate or trading style or name any trade marks or trade names owned, used or adopted by AGCO or any AGCO Associate Company;
  - (c) not to contest the title of AGCO or any AGCO Associate Company to any trade marks, service marks, trade names, copyrights and registrations used in connection with the

Products or the servicing thereof, not to effect any registrations thereof, and not to take any action to the detriment of their respective interests therein;

- (d) not to effect or permit the removal or alteration of any trade names or marks, patent notices, name plates or numbers affixed to any of the Products;
- (e) to assist AGCO or any AGCO Associate Company at the request of AGCO at any time whilst this Agreement is in force to record it or any Approved Dealer as a licensee or registered user of any AGCO Trade Mark with the relevant trade mark authorities for the Territory at AGCO's cost; and
- (f) to impose similar conditions on its Approved Dealers to those set out in this sub-clause 11.2 and to take such action as AGCO may require at any time in respect of the use by Approved Dealers of AGCO Trade Marks.

11.3 AGCO warrants the validity and enforceability of the AGCO Trade Marks and that the same do not infringe upon any intellectual property of third parties in the Territory.

## **12. RELATIONSHIP BETWEEN PARTIES**

- 12.1 The Distributor agrees that it is not and shall not represent itself to be an agent of AGCO or any AGCO Associate Company or AGCO Supplying Company for any purpose and shall not incur any obligations nor make any promise or representation on behalf of the same, and further agrees to ensure that its Approved Dealers do not incur any such obligations or make any such promises or representations.
- 12.2 This Agreement does not in any way create an employer/employee relationship between AGCO or any AGCO Associate Company or AGCO Supplying Company and the Distributor and/or the Distributor's employees.
- 12.3 The Distributor shall be solely responsible for the discharge of its obligations and liabilities to third parties and shall have no right to indemnity or contribution from AGCO or any AGCO Associate Company or AGCO Supplying Company in respect thereof except insofar as expressly provided in this Agreement or in the relevant AGCO Supplying Company's warranty as amended from time to time.

## **13. ASSIGNMENT**

- 13.1 Save to the extent that AGCO's interests under this Agreement are not materially prejudiced or affected it is accepted by AGCO that the Distributor may assign this Agreement to a company in the same group of companies as the Distributor as part of an intra-group restructuring subject to AGCO receiving written notice of any such intra-group assignment together with copies of financial statements and audited accounts of the company to which the Agreement is assigned and the performance of the group company being guaranteed by another group company acceptable to AGCO. Save as stated above the Distributor may not assign the whole or any part of this Agreement without AGCO's prior written consent.
- 13.2 AGCO shall be entitled without restriction to assign the whole or any part of this Agreement to any AGCO Associate Company or successor to the whole or substantially the whole of the business of AGCO.

## **14. PERIOD OF AGREEMENT**

- 14.1 This Agreement shall be deemed to have come into effect on the Commencing Date.
- 14.2 Unless sooner terminated under the provisions of Clause 15 hereof this Agreement shall remain in force for a period of 5 years from the Commencing Date.

14.3 This Agreement may be renegotiated at the end of the 5 year period referred to in clause 14.2 above if agreed in writing by both parties before the expiry of that term.

## 15. TERMINATION

15.1 Either party shall be entitled to an ordinary termination of the Agreement in writing with a notice period of 90 days.

15.2 This Agreement shall immediately and automatically terminate without notice or other act:-

- (a) except as provided for in Clause 13.1 above, upon the attempted assignment by the Distributor of this Agreement or any of its rights or obligations hereunder without the previous written consent of AGCO being given;
- (b) upon the commencement or happening of any occurrence connected with insolvency, bankruptcy, dissolution or liquidation of either party to this Agreement; and
- (c) upon the death of the Distributor if an individual.

15.3 This Agreement may be terminated immediately by notice in writing given by one party to the other upon breach by that other party of any material provision of this Agreement unless the breaching party is capable of rectifying the breach to the satisfaction of the innocent party within 30 days from notice of the breach.

15.4 This Agreement may be terminated immediately by notice in writing given to the Distributor by AGCO:-

- (a) in the event of any failure by the Distributor to pay its indebtedness to AGCO or to any AGCO Supplying Company; or
- (b) if in the reasonable opinion of AGCO the Distributor has ceased or failed to provide full and proper representation of the Products or adequate repairs and warranty service for the Products in the Territory; or
- (c) if any change occurs in the constitution, management, control or the financial or other circumstances of the Distributor which in the reasonable opinion of AGCO is materially detrimental to the interests of AGCO and in particular but without limiting the generality of the foregoing if any interest in the Distributor is acquired by any Entity engaged in any business which involves the manufacture and/or promotion and/or supply and/or stocking of Competing Items.

15.5 This Agreement may be terminated by AGCO giving the Distributor 90 days' notice in writing in the event that:-

- (a) the actual Machinery wholesales volume level in any one year is less than the relevant minimum targets specified in Schedule D. AGCO reserves the right to issue notice of termination to the Distributor in respect of this Clause 15.5 (a) no later than 30th April in each year following the relevant year the Distributor has failed to comply with the relevant minimum targets; or
- (b) any Approved Dealer has not met the requirements of AGCO's Mandatory Standards for distribution in the Territory (as such standards are communicated to the Distributor from time to time) within 2 years of the Commencing Date; such timeframe is not applicable for renegotiated contracts where AGCO's Mandatory Standards should be in place by the Commencing Date of the Agreement or
- (c) the Distributor and all its Approved Dealers have not discontinued the sale of Competing Items in the Territory within 1 year of the Commencing Date; or

- (d) the Distributor and at least 50% of its Approved Dealers have not met the required Visual Identity guidelines (as communicated to the Distributor by AGCO from time to time) within 1 year of the Commencing Date; or
- (e) the actual replacement & service Parts and/or Complementary Products purchase volume level(s) in any 1 year are/is less than the relevant minimum threshold(s) specified in that year's AGCO Parts Business Plan. AGCO reserves the right to issue notice of termination to the Distributor in respect of this Clause 15.5 (e) no later than 30th April in each year following the relevant year the Distributor has failed to comply with the relevant minimum targets and/or take any action which AGCO considers in its sole discretion to be necessary for the growth of its Complementary Products business in the Territory.

15.6 In addition to the rights of termination set out above AGCO shall have the right to delete any of the Products:-

- (a) by 180 days' notice in writing; or
- (b) immediately by written notice if in the opinion of AGCO the Distributor has committed any breach of the terms of this Agreement in respect of such Product(s).

## **16. RESULTS OF TERMINATION**

16.1 Upon the termination of this Agreement (howsoever occasioned):-

- (a) all unfulfilled orders for the Products from the Distributor (including those accepted by AGCO Supplying Companies) shall automatically be cancelled unless within 14 days after termination it is agreed that they shall be fulfilled subject to pre-payment of the full amount due being made by the Distributor for such orders;
- (b) all rights granted by AGCO or an AGCO Associate Company to the Distributor shall immediately be relinquished by the Distributor;
- (c) the Distributor shall itself and shall ensure that its Approved Dealers discontinue the use of and thereafter refrain from using on signs and in stationery and advertising any AGCO Trade Marks or any other trade marks, service marks, trade names, designations, and slogans owned or used by AGCO or AGCO Associate Companies and thereafter take no action that would make it appear to the public that the Distributor or any of its Approved Dealers is/are still servicing or supplying the Products as an Official Distributor or Approved Dealer;
- (d) the following conditions shall apply regarding any indebtedness of the Distributor to AGCO or to any AGCO Associate Company or AGCO Supplying Company:-
  - (i) where this Agreement has been terminated for any of the reasons set out in sub-clauses 15.1, 15.2, 15.3 and 15.4 hereof, all such indebtedness shall become due and payable as at the effective date of termination of this Agreement;
  - (ii) where this Agreement has been terminated for any other reason all such indebtedness shall immediately become due and payable in the event of the non-payment on the due date of any sum due by the Distributor to AGCO or any AGCO Associate Company or AGCO Supplying Company;
- (e) AGCO or any AGCO Associate Company or AGCO Supplying Company or a successor Official AGCO Distributor or any other Entity designated by AGCO for that purpose shall have the option to repurchase free from all liens and encumbrances any or all Products that are new, unused and in saleable condition which are on hand unsold by the Distributor upon refund of the Distributor's net cost thereof, C.I.F. Port of Entry, duty paid, less costs of reconditioning assessed by AGCO at its sole discretion. Such option shall extend for 90 days from date of termination and the Distributor agrees to ensure the delivery of any such

repurchased Products in accordance with AGCO's directions. Provided however that this provision shall not oblige AGCO or any AGCO Associate Company or AGCO Supplying Company or a successor Official AGCO Distributor to purchase all or any part of the Distributor's stock of the Products; and

- (f) the Distributor shall deliver to AGCO or to a successor Official AGCO Distributor or other Entity designated by AGCO, all price lists, bulletins, manuals, catalogues and other literature and publications issued by AGCO or AGCO Associated Companies relating to the Products together with a copy of the Distributor's sales and service records pertaining to the Products and for this purpose the Distributor agrees to give AGCO or its nominee access at all reasonable times to all customer and service records of the Distributor relating to the Products and to permit copies to be taken of such records to the extent permissible according to the applicable legal provisions on personal data protection.
- 16.2 The termination of this Agreement (howsoever occasioned) shall be without prejudice to any rights or obligations which shall have accrued prior to such termination and shall not destroy or diminish the binding force or effect of any of the provisions of this Agreement which are expressly or by implication provided to come into force upon or continue in force after such termination.
- 16.3 Neither party shall to the fullest extent permitted by law be liable to the other for any compensation (including but not limited to any compensation for clientele), loss or damage arising from termination of this Agreement.
- 16.4 During any period of notice served by or on the Distributor pursuant to sub-clause 14.2 and 15.4 hereof the provisions of Clause 2 hereof shall cease to apply and in particular but without restricting the generality of the foregoing:-
- (a) AGCO and/or any AGCO Associate Company may appoint another Official AGCO Distributor accept orders for and sell the Products to anyone other than the Distributor and take any other action which it deems necessary to ensure the continuity of distribution of the Products in the Territory and the Distributor shall not be entitled to any compensation, commission or other remuneration in respect of any action taken by AGCO or AGCO Associate Companies in accordance with this Clause; and
  - (b) The Distributor may handle Competing Items.

## **17. APPLICABLE LAW AND ARBITRATION**

- 17.1 This Agreement and any dispute or claim in connection with this Agreement shall be governed by the substantive laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sales of Goods of 11 April 1980 (CISG).
- 17.2 Any dispute, controversy or claim arising out of or in relation to this Agreement including the validity, invalidity, breach or termination thereof shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.
- 17.3 Nothing contained in this Clause 17 shall prevent either party from applying to any appropriate court for an injunction or other like remedy to restrain the other party from committing any breach or anticipated breach of this Agreement and for consequential relief.

## **18. GENERAL PROVISIONS**

- 18.1 The Distributor covenants that no payments made to it by AGCO or any AGCO Associate or group company hereunder will go directly or indirectly to any official of a government for the purpose of:

- (a) influencing an act or decision in an official capacity;
- (b) involving the official to use his or her influence with a government; or
- (c) assisting AGCO to obtain or retain business.

18.2 The Distributor agrees and covenants that AGCO shall have the following rights in relation to the business and operations of the Distributor and that the Distributor shall comply with any request made by AGCO in relation to the following:-

- (a) the right to audit the books and payment ledgers of the Distributor (at such times and for such periods as requested by AGCO) in order to determine the destination of any payments from the Distributor;
- (b) the right to request and receive at any time for any period contact reports (such details as determined by AGCO) in respect of any contact made by the Distributor or its employees with any government official or employee;
- (c) the right to request and receive from the Distributor details of any expenses or payments made in relation to any government, provincial government, state owned company or government official/ employee.

18.3 The following general conditions apply to this Agreement:-

- (a) It shall be invalid until signed by duly authorised signatories of both the parties;
- (b) The parties shall be permitted to sign this Agreement and to meet the written form requirements contained therein by handwriting and/or by electronic signature supported by DocuSign;
- (c) No erasure of or addition to any portion of this Agreement (except the completion of the prepared blank spaces and lines) shall be binding upon the parties unless in writing signed either by handwritten signature and/or by electronic signature supported by DocuSign by duly authorised officers of both parties;
- (d) No departure from or waiver of the terms of this Agreement shall be deemed to authorise any prior or subsequent departure or waiver or require its continuation; and
- (e) If any provision of this Agreement or the application of such provision shall be held illegal, invalid or unenforceable under any laws of any jurisdiction applicable to the Agreement the remainder of this Agreement and the remaining terms and rights under this Agreement shall not be adversely affected thereby.

18.4 This Agreement constitutes the entire understanding between the parties (save for any terms or understandings made in writing in respect of this Agreement) and all previous agreements, discussions and negotiations which the Distributor has entered into with AGCO or any AGCO Associate Company pertaining to the supply and/or servicing of the Products are hereby cancelled and entirely superseded by this Agreement but without prejudice to any claims for monies owing by the Distributor thereunder.

18.5 The Distributor hereby waives all rights which it may have under any law which is effective within the Territory or elsewhere and which provides for the payment to the Distributor of any commission or compensation or remuneration to which the Distributor is not expressly entitled under any provision of this Agreement.

18.6 After the termination of this Agreement the acceptance of orders by AGCO Supplying Companies from the Distributor or the continuance of the supply of the Products to the Distributor by AGCO Supplying Companies or any other act of AGCO (other than an express written renewal of this Agreement) shall not be construed as a renewal of this Agreement nor as a waiver of the termination

of this Agreement but nevertheless all such transactions shall be governed by the terms set out in this Agreement so far as applicable.

18.7 Each party agrees and undertakes that during the term of this Agreement and for a period of 2 years thereafter it will keep confidential and will not use for its own purposes or without the prior written consent of the other party disclose to any third party all information of a confidential nature (including trade secrets, financial and warranty information and any other information of a commercial value) which may become known to that party hereunder unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes into the possession of that party from a third party.

18.8 The Distributor shall :-

- (a) not import nor export, directly or indirectly, any Products in breach of any applicable laws or regulations, including, but not limited to, the United States or any other national or federal government authority export controls, sanctions, laws and/ or regulations (“Export Controls”), to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval;
- (b) not import, sell or export any Products in violation of any United States economic or trade sanctions now or hereinafter enacted including, but not limited, to sanctions administered and enforced by the United States Treasury Department’s Office of Foreign Assets Control and/or any other administrative agency of the United States Government and the Distributor confirms that none of the Distributor, any of its subsidiaries or any director, officer, or employee of the Distributor or any of its subsidiaries, is a person who is currently the subject of any Export Controls investigation or included on any Export Controls listing, or is directly or indirectly employed or controlled by any person who is currently the subject of an Export Controls investigation or included on any Export Controls listing;
- (c) ensure that any third party to whom it supplies any of the Products is in compliance with the requirements set out in clauses 18.8 (a) and (b) above;
- (d) Not sell to any person or entity on the Specially Designated Nationals list (SDN) as specified on the following website:  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> ; and
- (e) if requested, provide AGCO with any reasonable assistance, at the reasonable cost of AGCO, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with or investigation into any Export Controls requirements.

## 19. NOTICES

19.1 Any notice required or permitted to be given under this Agreement shall be in writing and may be given by any means reasonably calculated to reach the other party including without limiting the generality of prepaid mail addressed to such party at its address as hereinbefore contained. Notice is deemed given when a confirmation of delivery has been received.

19.2 Either party may by notice in writing given as hereinbefore provided change its address for notice hereunder and such address as so changed shall be deemed to be the address of such party for the purposes of notice hereunder.

## 20. FORCE MAJEURE



- 20.1 Neither party shall be liable for any delay in performing or for failure to perform its obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (hereinafter "event of force majeure") provided the same arises without the fault or negligence of such party. If an event of force majeure occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is necessary by the event of force majeure provided that if any event of force majeure continues for a period of or exceeding 3 months, the party not affected by an event of force majeure shall have the right to terminate this Agreement forthwith by written notice to the other party.
- 20.2 Each party shall use its reasonable endeavours to minimise the effects of any event of force majeure and to find a solution by which the obligation affected by an event of force majeure may be performed.

IN WITNESS WHEREOF AGCO and the Distributor have executed this Agreement as follows:-

**AGCO INTERNATIONAL GMBH**

DocuSigned by:

*Juergen Linder*

C7CAC9A5F7BF4D2...

Juergen Linder

3/2/2022

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**THE DISTRIBUTOR, Diaztech SRL**

DocuSigned by:

*Artur Zgardan*

1945E43100984FF...

Artur Zgardan

2/2/2022

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**AGCO INTERNATIONAL GMBH**

DocuSigned by:

*Jari Rautjarvi*

200929B0FB3F447...

Jari Rautjarvi

3/2/2022

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## SCHEDULE A

### AGCO TERMS AND CONDITIONS OF SALE TO DISTRIBUTORS

#### 1. Definitions.

In these Terms and Conditions:

-"AGCO" means the AGCO Supplying Company notified to the Buyer by AGCO International GmbH as a primary contracting seller for a specific contract.

-"AGCO EME Warranty manual" means the guiding document for the provision of warranty services accessible on AGCONet.

-"Buyer" means the authorised Distributor issuing the order upon AGCO.

-"Price List" means the published Official AGCO Price List for the Territory, or any amendment thereto, in force at the time of acceptance of the order by AGCO.

-"Goods" means any Product, Equipment, Component or Part specified by AGCO as constituting the AGCO range of goods for which the Buyer is enfranchised at the time of acceptance of the order by AGCO.

-"Commercial Terms" means terms included on the Order Confirmation issued by AGCO to the Buyer further to an order being placed, with the meaning conferred upon them by Incoterms 2020.

-"Distributor Agreement" means the agreement under which the Buyer is appointed as a distributor of AGCO products.

-"Contract" means a valid contract for the sale of Goods concluded between AGCO and the Buyer.

"Order Confirmation" means the agreement setting out the specific terms of each accepted order

#### 2. General.

(a) Each accepted order will constitute a separate Contract governed by these Terms and Conditions, the Distributor Agreement and the terms of each Order Confirmation in force at the time between AGCO and the Buyer. Exceptions or alterations to these Terms and Conditions are valid only if specifically agreed by AGCO in writing prior to Contract.

(b) The Contract resulting from the Order Confirmation and the acceptance of it will be governed by the substantive laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sales of Goods of 11 April 1980 (CISG).

#### 3. Prices.

Goods are sold at prices and on conditions, terms and discounts in force at the time of delivery but notice of any alteration in prices, conditions, terms or discounts made after acceptance of the order will be given by AGCO to the Buyer who may within 30 days from the date of such notice cancel the order by written notice to AGCO.

#### 4. Insurance.

If Commercial Terms do not otherwise require AGCO to provide insurance, AGCO will at the Buyer's request and for the account of the Buyer arrange insurance of the Goods during shipment and report shipments of Goods to the insurers but shall not be liable in negligence or otherwise for any error in complying with such request or any omission to do so. The choice of insurer and agent used will be at the sole discretion of AGCO.

#### 5. Shipment.

(a) If full payment for the Goods has not been made when shipment commences, AGCO may, with a view to protecting its interest in the Goods, select the manner and routing of each shipment and the shipping and other agents to be used in connection therewith. The Buyer shall accept any such selection and shall reimburse AGCO for all charges and expenses thereby incurred by it.

(b) Part shipments shall be permitted and each part shipment or instalment of Goods ordered shall be deemed to be sold under a separate Contract.

#### 6. Delivery Terms.

Unless otherwise specially agreed, Buyer accepts the delivery terms provided for in the Price List and/or confirmed in the Order of Confirmation and agrees that where the Price List gives alternatives and the Buyer has not indicated a preference, the choice will be at AGCO's discretion. Any arrangements as to insurance, carriage or shipment of the Goods made by AGCO under the condition headed SHIPMENT or at Buyer's request shall not alter the delivery terms applicable to the Contract.

#### 7. Payment and Title.

(a) Payment must be made to AGCO in accordance with its invoice.

(b) Title to Goods shall not pass to the Buyer until full payment of all sums due in respect thereof shall have been received by AGCO or until the Goods are resold by the Buyer in the ordinary course of its business, whichever first occurs. Upon request of AGCO, the Buyer and AGCO will take all necessary actions and do such filings and registrations as might be required under Swiss law, or under local laws at the place of the Buyer, as applicable, for validly creating and implementing such retention of title.

(c) AGCO shall be entitled to charge interest at 3% above the prevailing rate per annum available to first class private borrowers from prime banks in the country of AGCO for short-term borrowings in the currency of that country, and pro rata for part of a year on any and all amounts overdue for payment to it by the Buyer.

(d) If the Buyer fails to make any payment when due and is in default or enters into any composition or arrangement with its creditors or takes or suffers to be taken any step connected with the liquidation of the Buyer, AGCO may (without prejudice to their other rights and remedies, including the right to withdraw from and cancel an individual sale of Goods, and notwithstanding any previous waiver of this right) defer or cancel future deliveries.

#### **8. Risk of Loss or Damage.**

The risk of loss or damage to the Goods in transportation rests solely with the Buyer. Unless provided for in the Commercial Terms or at the specific request to AGCO by the Buyer in accordance with clause 4 above, the provision of insurance rests solely with the Buyer. AGCO will give the Buyer reasonable assistance in connection with any claim for loss or damage to Goods.

#### **9. Shortages and Delays.**

If the core build specification of the Goods delivered are not as specified in the original Distributor order form and/or there is a shortage of any Good, this must be reported to AGCO within 1 working day of receipt of the Goods. A follow up claim form must be submitted to and received by AGCO within three (3) days. AGCO has no liability for any delay in delivery.

#### **10. Specifications.**

Goods supplied can incorporate any changes in construction or design adopted as standard before delivery.

#### **11. Cancellation of Order.**

On failure by the Buyer to accept the Goods ordered, AGCO may cancel the order and its acceptance of it. On any such cancellation the Buyer is liable to AGCO for any loss arising out of the cancellation. On termination of the Distributor Agreement under which the Buyer is appointed as a Distributor of AGCO products of the type ordered, this order, insofar as it is unfulfilled at the date, will be automatically cancelled without giving rise to any claim by the Buyer against AGCO.

#### **12. Warranty.**

(a) In the event of a conflict between this clause and the AGCO EME Warranty Manual, the AGCO EME Warranty Manual shall take precedent.

(b) Subject to the provisions of this clause, clause 13 and the AGCO EME Warranty Manual, AGCO warrants all new and service exchange Goods supplied by it to be free from defects in material and workmanship, but its sole liability under such warranty is to replace, free of charge, any part which, within the period specified below (or such other period as may from time to time be specified in writing by AGCO in respect of any product), is returned to AGCO or its authorised representative and which AGCO accepts as having been defective in material or workmanship. As an alternative to the replacement of the defective part AGCO may elect to grant a monetary credit to the Buyer in accordance with PPJR. The period mentioned above is to be calculated from the date when the product was repaired and shall be, in respect of any Goods used for agricultural purposes, a period of one year.

(c) No warranty shall be provided in respect of any Goods used for non-agricultural purposes, including industrial and/or semi-industrial purposes unless such non-agricultural use has been authorised by AGCO. Warranty in relation to such non-agricultural use shall be provided by AGCO on a case by case basis.

(d) In respect of any spare or replacement part for which no period of longer duration is currently specified by AGCO in sales or service bulletins or other literature issued to its Distributors (and whether supplied by AGCO following a sale or pursuant to a warranty claim) the following periods:

(i) when such spare or replacement part is supplied for incorporation into a Product during the period referred to above, the remainder of the period which is provided herein to be applicable to the Product into which the part is incorporated;

(ii) when such spare or replacement part is supplied otherwise than in the circumstances referred to in clause 12 (d)(i) above, 12 months from the date of supply to the retail purchaser.

#### **PROVIDED THAT:**

(A) AGCO is notified by the Buyer of defects and is provided with the required supporting documentation without delay. The Buyer will indemnify AGCO against all costs incurred as a result of such a delay including but not limited to any inability of AGCO to recover costs from its suppliers.

(B) This Warranty does not cover transportation, installation, labour or other costs except as provided above or as provided by AGCO's warranty claims procedure.

(C) All replaced parts become the property of AGCO.

(D) This Warranty does not apply to any Goods from which AGCO's identification number or plates have been removed or which AGCO considers in its discretion has been repaired, altered, neglected or used in any such way as to affect the product adversely (reasonable wear and tear excepted) and without limiting the generality of the foregoing this Warranty does not apply to any spare or replacement part used in any product for which it was not designed.

(E) This Warranty does not apply to such tyres, electrical and fuel injection equipment or other proprietary articles, accessories or parts as are not manufactured by AGCO and are not currently made the subject of an AGCO Warranty under sales and service bulletins or other literature issued to Official AGCO Distributors.

#### **13. Liabilities/Exclusive Remedy.**

Subject to the applicable mandatory law, AGCO's obligations and liabilities to the Buyer in respect of the Goods shall be limited to those set out expressly under Clause 12 above; in particular, any statutory remedies in case of defective Goods shall be excluded.

AGCO shall not in any circumstances be liable to the Buyer for any claim for loss of profit, indirect or consequential loss howsoever caused.

**14. Effective Date.**

The foregoing Terms and Conditions shall apply to all orders from the Buyer which are accepted by AGCO Supplying Companies after 1 June 2020.

**Form of Certificate of Compliance with Foreign Corrupt Practices Act For Distributors**

The undersigned hereby certifies to AGCO International GMBH (the "Company") as follows:

1. I am aware of the United States Foreign Corrupt Practices Act ("FCPA") and I understand its prohibitions.
2. I will comply fully with the FCPA.
3. I have not, and will not, do any of the following:-
  - a. make or promise to make, an unlawful or improper payment to a public official;
  - b. take any action that furthers such an unlawful or improper payment; or
  - c. take any other action that would cause the Company to violate the FCPA.
4. I will comply with the laws of Republic of Moldova .
5. I am not an official or employee of the government or of any political party, and for the life of my agreement with the Company I will not become an official or employee of the government or of any political party.
6. All fees and commissions I receive will be disclosed as required by the United States Government and the laws of Republic of Moldova .
7. All payments received by me from any AGCO group company will be received in a currency agreed with AGCO at my usual place of business by bank transfer.
8. I understand that from time to time I will be required to certify as to the disposition of any funds I receive from the Company to ensure continued compliance with the FCPA.

**Date:** 2/2/2022

**Signature:**

DocuSigned by:  
*Artur Zgardan*  
1945E43100984FF...

**Company Name:**  
Diaztech SRL

**Name printed:** Artur Zgardan

**Address:**  
10 A Chisinau Road,  
Straseni  
3700,  
Republic of Moldova

**Title:** \_\_\_\_\_

## SCHEDULE B

### DATA SHARING AND DATA PROCESSING

AGCO and the Distribution Partner (later in this Schedule also referred to as “Party” or “Parties”) wish to share certain data, including personal data for their respective business purposes and the parties have agreed to share such data subject to the terms of this Agreement. This Schedule forms a part of the Distribution Agreement. In case of any conflict, the provisions of this Schedule shall take precedence over the provisions of the Distribution Agreement in regards of data privacy.

#### IT IS AGREED AS FOLLOWS:

##### 1. Definitions

**"Applicable Data Protection Laws"** means all laws relating to data protection and privacy which are from time to time applicable to the Parties including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing;

**"Data Subject"** means any living individual that can be identified directly or indirectly from the Personal Data;

**"Data Controller"** means the Party determining the purpose for which and manner in which Personal Data is being Processed;

**"Data Processor"** means the Party processing Personal Data on behalf of the Data Controller;

**"Distribution Partner"** means AGCO dealers and distributors;

**"Personal Data" or "Data"** shall mean any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity;

**"Processing"** means any operation in respect of Personal Data including obtaining, recording, holding, combining erasing etc.; and

**"Purposes"** means the purposes described in APPENDIX A to this Schedule.

##### 2. Data Sharing, Data Processing and Use

- 2.1 The Parties agree to share the Data with each other and to process such Personal Data subject to the terms of this Agreement.
- 2.2 The Parties acknowledge that they are each independent Data Controllers and not joint Data Controllers in relation to Personal Data. In essence, this means that the Parties may both have access to the limited

amount of Data but will separately determine the purposes for which and the manner in which Personal Data is processed (rather than in conjunction with the other Party).

- 2.3 AGCO may make certain customer relationship management (“CRM”) tools such as sales configurators, service calculators and data storage in AGCO CRM system available to its Distribution Partners. In such case AGCO shall act as a Data Processor in regards of this Data.
- 2.4 The Parties will only Process the Data in accordance with Applicable Data Protection Laws and for the Purposes set out above and for no other purpose(s) and will have due regard to the rights and freedoms of each relevant Data Subject when Processing the Data for the Purpose.
- 2.5 The Parties grant to each other a worldwide, fully paid-up, irrevocable, non-exclusive, non-transferable, sub-licensable licence to use Data that the Party granting a licence owns or licences (other than from the other Party) to the extent necessary for the Purposes.

### **3. Distribution Partner’s Obligations**

- 3.1 The Distribution Partner represents and warrants that the Personal Data has been collected in accordance with Applicable Data Protection Laws and that it has the authority to provide such Data to AGCO at all times and in particular when Distribution Partner collects Data Subject’s consent on AGCO’s behalf.

### **4. AGCO’s Obligations and Responsibilities as Data Processor**

- 4.1 AGCO shall collect, process, and use data related to Data Subjects only within the scope of work and the Processing instructions issued by Distribution Partner.
- 4.2 AGCO shall, within AGCO’s scope of responsibility as Data Processor, structure AGCO’s internal organisation so it complies with the specific requirements of the protection of Personal Data. AGCO shall be entitled to modify the security measures agreed upon, provided, however, that no modification shall be permissible if it derogates from the level of protection contractually agreed upon.
- 4.3 Upon Distribution Partner’s request, and except where Distribution Partner is able to obtain such information directly, AGCO shall provide all information necessary for fulfilling its legal obligations such as registration at the national data protection authorities.
- 4.4 AGCO shall ensure that any personnel entrusted with processing Distribution Partner’s data have undertaken to comply with the principle of data secrecy and confidentiality and have been duly instructed on the protective regulations. The undertaking to secrecy shall continue after the termination of the above-entitled activities.
- 4.5 AGCO shall, without undue delay, inform Distribution Partner of any breach of the Applicable Data Protection Laws, committed by AGCO or AGCO’s personnel. AGCO shall implement the measures necessary to secure the data and to mitigate potential adverse effects on the Data Subjects and shall agree upon the same with Distribution Partner without undue delay. AGCO shall support Distribution Partner in fulfilling Distribution Partner’s disclosure obligations in relation to data breach under the Applicable Data Protection Laws.
- 4.6 AGCO shall not use Data transmitted to AGCO for any purpose other than to fulfil AGCO’s obligations under the Agreement.
- 4.7 Where Distribution Partner so instructs AGCO, AGCO shall correct, delete, block or transmit Data in the scope of this Agreement (including after the termination or expiration of the Agreement). Unless stipulated differently in the Agreement or applicable law, AGCO shall, at Distribution Partner’s individual request, destroy data and other related material securely and beyond recovery of the data it

contains. Where Distribution Partner so instructs AGCO, AGCO shall archive and/or provide to Distribution Partner, such media and other related material.

- 4.8 AGCO reserves the right to use suppliers and subcontractors, including sub processors for Processing, which the Distribution Partner accepts and hereby agrees and consents to, provided that AGCO is diligent in selecting any subcontractor, duly taking into account their qualification and enters into data processing agreements with such sub processors where required by Applicable Data Protection Laws. Upon Distribution Partner's request AGCO shall give reasonable information of its sub processors to the Distribution Partner.
- 4.9 Distribution Partner may, in accordance with its legal obligations, prior to the commencement of the Processing of Data by AGCO and at regular intervals thereafter, request a copy of a report regarding the technical and organizational measures implemented by AGCO and allow for and contribute to audits, including inspections, conducted by Distribution Partner or another auditor mandated by Distribution Partner.
- 4.10 At Distribution Partner's request and expense, AGCO shall provide Distribution Partner with all assistance reasonably necessary to:
  - (a) conduct data protection impact assessments in accordance with Applicable Data Protection Laws; and
  - (b) obtain necessary authorisations from national data protection authorities.

## **5. Enquiries by Data Subjects**

- 5.1 Where, in accordance with Applicable Data Privacy Laws, a Party is obliged to answer a Data Subject's enquiry related to the collection, processing or use of such Data Subject's Data, the Parties shall support each other in good faith in providing the required information. In regard to the Data for which AGCO is Processor to, the foregoing shall be apply only where Distribution Partner has so instructed AGCO in writing or in text form, and where Distribution Partner reimburses AGCO for the cost and expenses incurred in providing such support. As Data Processor AGCO shall not directly respond to any enquiries of Data Subjects and shall refer such Data subjects to Distribution Partner.
- 5.2 Where AGCO acts as Data Processor and a Data Subject requests AGCO correct, delete, block or transmit Data, AGCO shall refer such Data subject to Distribution Partner. If such request is made in regards of Data where both parties as independent Data Controllers have legitimate interest, the Parties shall cooperate in good faith as necessary to respond to such enquiry and fulfil their respective obligations under Applicable Data Protection Laws.

## **6. Security**

- 6.1 The Parties shall implement appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data ("Data Breach").
- 6.2 The Parties will inform the other without undue delay of any Data Breach and/or suspected Data Breach. The parties will, in the event of a Data Breach, update each other on an ongoing basis regarding:
  - (a) the nature and categories of Personal Data involved;
  - (b) numbers of Personal Data records which have or may have been compromised;



(c) complaints and/or queries received in relation to the Data Breach from Data Subjects, data protection regulators and any other third parties.

6.3 The parties will provide each other all such cooperation, assistance and information in a timely manner as the other may reasonably require for the purpose of investigating and mitigating a Data Breach and co-ordinating any notifications to regulators, Data Subjects and other third parties as may be required by Applicable Data Protection Laws or which the parties may otherwise consider prudent in the circumstances.

6.4 The parties will ensure the Data is only accessible to and accessed by such individuals that need to access the Data for their respective Purposes.

## **7. Term**

7.1 Except where this Schedule expressly stipulates any surviving obligation, the term of this Schedule shall follow the term of the Distribution Agreement.

## APPENDIX A

Category of data	Purpose of collection, processing or use of data	Category of data subjects the data relates to	Status of the Parties
<p><i>Name(s); gender; marital status; title; date of birth / age; contact information (including address and other contact information including business telephone numbers, and business email addresses); job title and role / function; purchase history; purchase intentions (leads); fleet information; agronomic information; farm type; website login details; shipping information; and billing information.</i></p>	<p><i>Business administration; sales; payment processing; marketing, advertising and promotional activities; customer support; customer relationship management; budgeting and planning; managing contact directories; business operations including processing and fulfilment of customer orders; protecting against, identifying and preventing fraud and other unlawful activity, claims and other liabilities; customer satisfaction monitoring; and compliance with legal requirements including but not limited to warranty and manufacturer's liability.</i></p>	<p><i>Individual customers (end customer) and individual employees of corporate customers (e.g. Distribution Partner employees)</i></p>	<p><i>AGCO and Distribution Partner are independent Data Controllers.</i></p> <p><i>AGCO shall make limited amount of AGCO controlled Personal Data visible to the Distribution Partners including the account name, contact details and agronomic data such as farm type and fleet. Sales leads and opportunities are being shared with the Distribution Partner selected by the customer or allocated by AGCO to the relevant Distribution Partner to follow up</i></p> <p><i>To the extent data is stored by the Distribution Partner in AGCO system prior warranty registration of the AGCO manufactured machine, AGCO acts as data processor in regards of the data provided by the Distribution Partner into AGCO CRM.</i></p> <p><i>When Distribution Partner conducts the warranty registration in the AGCO warranty system AGCO becomes the Data Controller based on the legitimate interest of complying with its legal obligation to comply with manufacturer's liability and in order to support warranty claims. Dealers remains an independent Data Controller towards this data based on the contractual relationship it has with the customer.</i></p>
<p><i>Name; gender; photograph; title; employer entity; department; local position title; work address; work telephone number; work mobile number; work email address;</i></p>	<p><i>Administration of AGCO information technology systems; economic, financial and administrative management; planning and reporting; training/learning; Distribution Partner incentives programs; administration; sales; accounting; finance; corporate audit; organizational planning, including budgeting;</i></p>	<p><i>Current and former employees and independent consultants and contractors of the Parties and the Parties affiliated companies (collectively, the "Employees").</i></p>	<p><i>AGCO and Distribution Partner are independent Data Controllers.</i></p>

	<p><i>compliance with internal policies, codes of conduct and legal/regulatory compliance; compensation planning and payments; governance and internal reporting; provision, maintenance, support and development of the infrastructure for the storage, use and dissemination of the personal data of the Employees.</i></p>		
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**SCHEDULE C**

**DESCRIPTION OF TERRITORY**

Republic of Moldova

**SCHEDULE D****WHOLEGOODS VOLUME OBJECTIVES**

Product Range	2022		2023		2024		2025		2026	
	Vol.	MS %	Vol.	MS %	Vol.	MS %	Vol.	MS %	Vol.	MS %
Valtra	21	8,4	22	8,8	23	9,2	24	9,6	25	10,0

In the event that the industry deviates greater than 10% of the mutually agreed forecast, then both parties agree to review and mutually agree a minimum performance expectation.

The key indicator of the Distributor's attainment of the objectives contained in the above table shall be the market share (MS %).

**SCHEDULE E**

**PRODUCTS**

Products comprise machinery ordinarily used for agricultural applications (but which may be used for non-agricultural applications as authorised by AGCO) supplied by AGCO with AGCO branding as indicated in the table below but only within the Product ranges identified below (and future successor Product ranges similarly branded) and original spare parts and accessories:

<b><u>BRAND</u></b>	<b><u>MACHINERY TYPE</u></b>	<b><u>RANGE OR SERIES</u></b>
Valtra		

**PARTS**

Spare parts and accessories for the above

Products also include specialist equipment supplied by AGCO with AGCO branding as indicated in the table below but only within the Product ranges identified below (and future successor Product ranges similarly branded):

<b><u>BRAND</u></b>	<b><u>MACHINERY TYPE</u></b>	<b><u>RANGE OR SERIES</u></b>
	Generators; Tractors	

**PARTS**

Spare parts and accessories for the above

**Notes:**

Supply by AGCO to the Distributor of Products listed above is subject to AGCO approving them as suitable for the Territory and subject to the Distributor's ability to provide the required marketing and after-sales services for such Products. AGCO may by notice in writing to the Distributor allow the Distributor to stock and sell certain products which compete with the above Products.

Unless H.P. is specifically mentioned, the above Machinery types include any available engine horsepower.



**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*

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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: