XIX PROHIBITION OF RE-EXPORT TO RUSSIA AND USE IN RUSSIA

19.1. Background

19.1.1. The European Union (EU) has introduced a number of regulations containing sanctions aimed at the activities of Russia and Belarus, such as Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in relation to Russian activities that destabilize the situation in Ukraine , and which has been amended, among other things, by Council Regulation (EU) 2023/2878 of December 18, 2023 (hereinafter, the aforementioned regulations are collectively referred to as the Amending Regulation).

19.1.2. All Traton products (Traton products include the following brands: Scania, MAN, Navistar and Volkswagen Truck & Bus) and other Assets, the possession and use of which are financed by the Lessor under the Agreement (hereinafter referred to as Traton Products), are ultimately acquired in the EU from TRATON GROUP.

19.1.3. The amending regulation contains mandatory requirements for EU natural and legal persons who sell, supply, transfer or export goods to certain countries (which include the geographical scope of the Agreement) to establish contractual safeguards against re-export to Russia or Belarus, as well as against re-export of supplied products for use in Russia or Belarus. The lessor, which belongs to the Traton Group, therefore does not accept the use of Traton Products in Russia contrary to the Amendment Regulation.

19.1.4. As a result of the foregoing, the Lessee confirms that he agrees to the following conditions in relation to all Traton Products, which concern re-export protection measures and restrictions on use, investigation and audit rights, legal remedies and sanctions, and related conditions (hereinafter together referred to as Russia and Belarus Exclusion Clauses).

19.2. Re-export protection measures and restrictions on use

19.2.1. Regardless of the country of production, export or other origin of the Traton Products, the Lessee undertakes both during the validity of the Agreement and after the possible acquisition of the Property based on the Agreement:

19.2.1.1 not to re-export (directly or indirectly) or otherwise transfer any Traton Product:

19.2.1.1.1 To Russia or Belarus, which for the purposes of this Agreement is defined as the delivery of any Traton Product to Russia or Belarus or sale to a legal or natural person registered and/or located/living in Russia or Belarus, or sale to a legal person that is more than 25% owned by another legal entity or under the dominant influence of a natural person who is registered and/or located/resides in Russia or Belarus; or

19.2.1.1.2 for use in Russia or Belarus, which for the purposes of this Agreement is defined as the entry of any Traton Product into the relevant register of Russia or Belarus its use mainly for domestic traffic in Russia or Belarus.

19.2.1.2 include restrictions prohibiting re-export and use in Russia or Belarus, corresponding to Russia and Belarus Exclusion Clauses, in all of its contracts, on the basis of which the Traton Product is

transferred (if this is permitted by the Contract) to the direct owner and subsequent purchaser (third party);

19.2.1.3 submit, at any time required by Traton Group or the Lessor, in connection with the Agreement or specific Traton Products delivered under it, the relevant end-user confirmation (hereinafter referred to as the End-User Confirmation) on terms and in a form approved by Traton Group, certifying that the prohibited re-export or no use takes place;

19.2.1.4 to notify the Lessor without delay of any possible violations of the Agreement by the Lessee, as well as any third party activity that may harm the goals pursued by the Russia and Belarus Exclusion Clauses.

19.3. Research and Audit Rights

19.3.1. The Lessee undertakes, without unreasonable delay, to fully respond to all information requests from the Lessor in connection with the Lessee's fulfillment of its obligations arising from the Russia and Belarus Exclusion Clauses and the measures and other measures taken to ensure the fulfillment of this obligation.

19.3.2. The Lessor has the right, on its own initiative and at its own expense, to conduct audits at the Lessee's location or other place at any time and with any frequency of all buildings, equipment and documents of the Lessee, which the Lessor may deem necessary to check whether the Lessee fulfills all obligations under the Russia and Belarus Exclusion Clauses.

19.3.3. At the reasonable request of the Lessee, the aforementioned investigations and audits are carried out by an independent auditor without the Lessor's right of access, but only in the case and to the extent that the information that is the subject of the investigations and audits is to a significant extent or with a high probability considered as a business secret of the Lessee.

19.3.4. The Lessee undertakes to cooperate with the Lessor in good faith, in order to enable the Lessor and/or Traton Group as a beneficiary third party to carry out the aforementioned audits and investigative rights. Failure of the Lessee to cooperate in the relevant context and preventing the exercise of auditing and/or investigative rights shall be treated as a significant breach of the Lessee's obligations towards the Lessor in the meaning of Clause 19.4 of the Agreement.

19.4. Remedies and Sanctions

19.4.1. The Lessee confirms that all its obligations under the Russia and Belarus Exclusion Clauses are an essential part of the Agreement and that any breach of the respective obligations shall be treated as a material breach of the Agreement and shall be subject to the following legal remedies and sanctions:

19.4.1.1 If the Lessee violates any of its obligations arising from the Clauses Excluding Russia and Belarus, and the Lessee has not, in the opinion of the Lessor, eliminated such violation by the Lessor submitting the relevant claim in a reproducible written form (if this violation can reasonably be eliminated) within fifteen (15) days, the Lessor may immediately using any of the following legal remedies simultaneously, separately or in any combination thereof, by notifying in a format which can be reproduced in writing:

19.4.1.1.1 Termination of the Agreement or withdrawal from the Agreement;

19.4.1.1.2 cancellation of all contracts concluded by the Lessor and not yet performed for the Lessee, regardless of whether the risks of re-export and use of the Traton Products covered by these orders are contrary to the purposes of the Russia and Belarus Exclusion Clauses or not;

19.4.1.1.3 waiver of the fulfillment of all existing or future obligations (including, but not limited to, obligations arising from the warranty) in respect of the Traton Product(s) that have been re-exported or permitted to be used in violation of the obligations arising from the Russia and Belarus Exclusion Clauses or in respect of which no the fulfillment of the obligations arising from the Clauses Excluding Russia and Belarus has been properly ensured (all such vehicles will be collectively referred to as Sanctioned Products from now on);

19.4.1.1.4 Limitation of the support provided by Traton Group companies during after-service and campaigns for all Sanctioned Products;

19.4.1.1.5 in addition to the compensation for damage resulting from the violation, additionally demanding a fine for each violation in the amount determined by the Lessor up to the following amounts (for the sake of clarity - the fine is payable in accordance with clauses 19.4.1.1.5.1., 19.4.1.1.5.2. or 19.4.1.1. of the Agreement. On the basis of 5.3, depending on which basis the liquidated damages are the highest):

19.4.1.1.5.1. The sum of all Lease payments payable by the Lessee to the Lessor for the Sanctioned Products as of the conclusion of the Agreement;

19.4.1.1.5.2. during the last twelve (12) calendar months prior to the breach, the total cost of (a) Traton Products actually delivered to the Lessee and (b) Traton Products to be delivered in the future based on orders confirmed by the Lessor; and

19.4.1.1.5.3. one hundred thousand (100,000) euros.

19.4.1.1.6 Indemnity by the Lessee to the Lessor in full, which has arisen as a result of the Lessee's violation of the Agreement and non-fulfillment of obligations arising from the Clauses Excluding Russia and Belarus.

19.4.2. In the event that with respect to the Traton Product that is the subject of any specific order, despite the submission of a corresponding claim by the Lessor, the End User Confirmation has not been submitted by the Lessee within a reasonable time in accordance with the provisions of Clause 19.2.1.3 of the Agreement (regardless of whether this specific order has been confirmed or not and despite , how much time remains until the scheduled delivery date after the order), the Lessor is not obliged to finance the Traton Product that is the subject of such an order until the End User Confirmation has been duly submitted to the Lessor. In the event that the End User Confirmation has not been submitted within fifteen (15) days of the Lessor's corresponding request, the Lessor has the right to use any of the following legal remedies at its discretion, either simultaneously or separately, or in any combination thereof:

19.4.2.1 refusal to confirm new orders, regardless of whether the Lessor has required the submission of an End User Confirmation for the Traton Products that are the subject of such orders;

19.4.2.2 cancellation of the order(s) for which the Lessor requested the submission of the End User Confirmation for Traton Products, but did not receive the corresponding confirmation;

19.4.2.3 cancellation of an order for a Traton Product still outstanding towards any other Lessee and/or failure to fulfill any other obligation of the Lessor towards the Lessee;

19.4.2.4 demanding compensation for all damages from the Lessee pursuant to point 19.4.2.3 of this Agreement. on the basis of the cancellation of any order(s) and/or failure of the Lessor to fulfill its obligations.

19.4.3. If the Traton Products delivered to the Lessee have been re-exported or allowed to be used by any third party in violation of the obligations arising from the Russia and Belarus Exclusion Clauses, regardless of the fact that all the Lessee's obligations arising from the Russia and Belarus Exclusion Clauses have been fulfilled towards the Lessor, the Lessor shall, regardless of this, have the right to use any of the following legal remedies at its discretion either simultaneously or separately, or in any combination thereof, by notifying the Lessee in a form capable of being reproduced in writing:

19.4.3.1 Termination of the Agreement or withdrawal from the Agreement;

19.4.3.2 cancellation of all contracts concluded by the Lessor and not yet performed for the Lessee, regardless of whether the risks of re-export and use of the Traton Products covered by these orders are contrary to the purposes of the Russia and Belarus Exclusion Clauses or not;

19.4.3.3 waiver of the fulfillment of all existing or future obligations (including, but not limited to, obligations arising from the warranty) in respect of the Traton Product(s) that have been re-exported or permitted for use in violation of the obligations arising from the Russia and Belarus Exclusion Clauses or for which Russia or Belarus is not Fulfillment of the obligations arising from the Exclusionary Clauses is duly ensured (all such vehicles are collectively referred to as the Sanctioned Products);

19.4.3.4 Limitation of support provided by Traton Group companies during after-service and campaigns for all Sanctioned Products.

19.4.4. In the event that the location of any Traton Product delivered by or through the Lessor cannot be permanently identified (for example, due to non-activation of the warranty period of the Traton Product or the lack of connection necessary for the positioning of the Traton Product) and the Lessor is unable to provide reliable explanations regarding the location of the respective Traton Product within fifteen (15) within a day from the submission of a corresponding claim in a format which can be reproduced in writing by the Lessor, clause 19.4.2 of the Agreement shall apply mutatis mutandis. stipulated, and the Lessor may additionally consider the relevant Traton Product as a Sanctioned Product within the meaning of this Agreement and apply related legal remedies.

19.4.5. The lessee confirms his awareness of the fact that to the extent that Traton Group is obliged to comply with the sanctions applied by the EU so far and possible in the future, including the sanctions established by the Amendment Regulation, it may become necessary in the future to supplement and/or change the wording of Clauses Excluding Russia and Belarus. The Parties have agreed that if, under any circumstances, the Parties are unable to reach an agreement on such changes within a reasonable time, then the Lessor has the right to cancel or withdraw from this Agreement immediately by written reproducible notice without further notice and to cancel all possible orders of the Lessee and retain its own obligations to the Lessee not fulfilled, whereas in such case the Lessee does not have the right to use legal remedies against the Lessor, including the right to demand compensation from the Lessor.

19.5. Notifications

19.5.1. Regardless of what is stipulated elsewhere in this Agreement, a notice delivered by the Lessor to the Lessee in a form that can be reproduced in writing is deemed to have been duly received by the Lessee if (a) the corresponding notice has been delivered by regular mail or e-mail to a member of the Lessee's management board or a contact person in clause 16.1 of this Agreement. provided or communicated by the Lessee in a format which can be reproduced in writing to the Lessor in the future, and (b) in any case, if the corresponding notice has been delivered by regular mail to the Lessee's registered address.