[KUBOTA / KVERNELAND / VICON / FEDE / ROC LETTERHEAD PAPER]

Explicit Consent on
Compliance with international sanctions
and
Article 12g of the Council Regulation (EU) No 833/2014

- **Explanatory Note**

With the development of regulations related to international sanctions (first of all the Council Regulation (EU) 833/2014 aiming to impose sanctions on Russia following the annexation of Crimea in 2024 and then of Ukraine in 2022) and as Kubota and Kverneland are operating internationally, **Compliance provisions are becoming an essential component of contracts and agreements** as they are ensuring that all parties adhere to applicable laws, regulations, and internal policies.

Article 12g (of the Council Regulation (EU) 833/2014) aims to combat the circumvention of EU export bans and more specifically the situation where goods exported to third countries are re-exported to Russia. As of January 1st, 2025, it is a **legal requirement** to include this Explicit Consent to our sales and export transactions, even if the goods are not directly sold to Russia.

For this reason, **we request that you fill in the table below and comply with the provisions set out below** and return this signed consent to your respective Kubota / Kverneland sales entity (hereinafter referred to as "Kubota").

Please note, that the provisions apply only to specific types of sensitive goods, including goods related to aviation, jet fuel (Annexes XI, XX to the Regulation), firearms (Annex XXXV to the Regulation, as well as Annex I to Regulation (EU) No 258/2012), common high priority items (Annex XL to the Regulation), or dual-use goods (Annexes VII, XI, XX, XXXIII or XXXV to the Regulation).

- **Details of the Buyer / Importer / Distributor**

Company Name (hereinafter referred to as the "Buyer")		
Buyer's address	Street / No	
	ZIP Code / City	
	Country	
Buyer's email address		
Goods or Services sold to the Buyer (hereinafter referred to as the "Transaction")		

- **International Sanctions**

The Buyer respectively represents and warrants to Kubota / Kverneland that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by Japan, the United States of America, European Union (or its respective member states), Norway, United Nations, or the country of origin of the Goods and/or Services, if any (collectively referred to as "Sanctions"). The Buyer respectively agrees and undertakes to Kubota / Kverneland that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Explicit Consent and the Transaction, as well as the requirements of all other applicable laws and regulations about export or import control that relate to dual use item control (collectively referred to as "EARs").

Buyer agrees and undertakes to Kubota / Kverneland that the Goods and/or Services, if any, will not be resold to any country, person or entity, or for the purpose of any commercial activity, which would cause Kubota / Kverneland to be in violation of applicable Sanctions and/or EARs, including but not limited to the Russian Federation or for use in the Russian Federation any Goods and/or Services, if any, supplied under or in connection with this Explicit Consent and the Transaction, that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

If Kubota / Kverneland requires, Buyer shall provide Kubota / Kverneland with appropriate documentation for the purposes of verifying the final destination of the Goods and/or Services, if any. Kubota / Kverneland has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Explicit Consent and the Transaction to violate any applicable Sanctions and/or EARs or which would cause Kubota / Kverneland or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions and/or EARs. The Buyer shall undertake its best efforts to ensure that the purpose of the above paragraph is not frustrated by any third parties further downward the commercial chain, including by possible resellers.

The Buyer shall immediately inform Kubota / Kverneland about any problems in applying the above paragraphs, including any relevant activities by third parties that could frustrate the purpose of the above paragraphs. The Buyer shall make available to Kubota / Kverneland information concerning compliance with the obligations under the above paragraphs within two (2) weeks of the simple request of such information by Kubota / Kverneland.

Buyer further represents and warrants that it will not make payment for the Goods and/or Services, if any through or via such country, bank, or other entity or body or facility, as would cause Kubota / Kverneland or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the Goods and/or Services, if any be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, Buyer shall use its best endeavors to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of Kubota / Kverneland's violation of the Sanctions and/or EARs.

- **Indemnification**

Any violation or doubt of violation of the of the provisions of the above-mentioned clause related to Sanctions or EARs by the Buyer at any time and of any manner shall constitute a material breach of an essential element of this Explicit Consent and of the Transaction, and Kubota / Kverneland shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination without notice of the Transaction, without payment of any compensation for the other Party, upon the first Party giving the other Party written notice;

(ii) indemnification of the value of the damages created by the said violation or doubt of violation, without time limitation, as per the below paragraphs.

In case of violation or doubt of violation of the provisions of the above-mentioned clauses related to Sanctions or EARs by the Buyer, the Buyer agrees to indemnify and hold harmless Kubota / Kverneland, officers and employees upon first request of Kubota / Kverneland from and against all direct claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, the violation of the above-mentioned clauses related to Sanctions or EARs by the Buyer, under this Explicit Consent and the Transaction, including all such causes of action based in whole or in part, upon allegations of negligent or intentional acts on the part of the Party, its officers, employees, agents, subcontractors, licensees, or invitees.

In relation to any indemnity given in the Explicit Consent related to, Sanctions or EARs, the Party receiving the benefit of the indemnity (hereinafter referred to as the "Indemnity Beneficiary") shall:

- notify the other Party (hereinafter referred to as the "Indemnifier") promptly if it receives any notice, demand, letter or other document concerning any claim for which it appears that the Indemnity Beneficiary is, or may become entitled to indemnification under the Explicit Consent;
- not make any admissions nor attempt to settle or compromise any such claim or action without the Indemnifier's written consent (such consent not to be unreasonably withheld or delayed);
- give the Indemnifier the sole conduct of the defense to any such claim or action;
- use its best endeavors to mitigate any costs, losses, charges, damages, expenses, claims and demands whatsoever covered by the indemnity; and
- act in accordance with the reasonable instructions of the Indemnifier and give the Indemnifier such assistance as the Indemnifier shall reasonably require in relation to any such claim or action.

I, ……, acting as …….. and legally entitled to represent the company …… hereby declare that I have read, understood and agree to the terms of this Explicit Consent.

Signed on …… in ……

Signature