

Amendments shall be effective as of December 6, 2021

The following amendments were introduced to the Additional Contractual Conditions published on the web page www.procreditbank.ge:

1. Subparagraphs 11 and 15 of the Article 23¹ shall be amended as follows:

“11. The Beneficiary shall adapt the business/administrative buildings necessary for the implementation of the targeted activities according to the needs of persons with disabilities, which includes but is not limited to arranging/improving the relevant infrastructure to ensure unimpeded access and movement of persons with disabilities. In case of violation, improper fulfilment or non-fulfilment of the above obligation, the Beneficiary shall be charged to pay a penalty of GEL 200 (two hundred) for each breach of obligation in favour of the Agency and shall be given an additional 6 (six) months to remedy the violation. The penalty shall be charged by and in favour of the Agency to be paid to the State Treasury.”

“15. During the entire period of being a beneficiary of the program, the Beneficiary shall provide the Agency with financial and other requested information in the form developed by the Agency, within no later than 10 (ten) working days after the request. Besides, in case of violation of that obligation, the Beneficiary shall be charged to pay a penalty of GEL 500 (two hundred) to the Agency for each breach of obligation. The penalty shall be charged by and in favour of the Agency to be paid to the State Treasury within no later than 30 (thirty) days from charging.”

2. Subparagraphs 17 and 18 shall be added to the Article 23¹:

“17. The Beneficiary is further obliged to fulfill the following marketing obligations: a) put up a sign-board at the place of operations indicating *‘The project has been implemented with the support of the Produce in Georgia agency’*; b) mention the support of the Agency in connection with the operations during a televised speech; c) plan the project opening in cooperation with the Agency (this does not oblige the Agency to participate in organizing of the opening by the Beneficiary); d) if the Beneficiary exports products, notify the Agency; e) place the Agency logo (as indicated) on the product manufactured by the Beneficiary together with its logo (if any);



f) in case of English logo, use an English sample of the Agency logo (as indicated):



g) in case of violation of the marketing obligations (at least one of them) under this paragraph, the Beneficiary shall be given a warning letter for the first time, and in case of repeated violation, it shall be fined GEL 1000 (one thousand lari).”

“18. The Bank and the Beneficiary may further sign an appendix (appendices) defining the various obligations of the Beneficiary. The appendix (appendices) (along with any amendments thereto, if any) is an integral part of the Agreement between the Bank and the Beneficiary, and the Beneficiary shall fully and duly fulfill the obligations assumed.”

3. Subparagraphs 9 and 10 shall be added to the Article 27³:

“9. The Beneficiary is further obliged to fulfill the following marketing obligations: a) put up a sign-board at the place of operations indicating *“The project has been implemented with the support of the Produce in Georgia agency”*; b) mention the support of the Agency in connection with the operations during a televised speech; c) plan the project opening in cooperation with the Agency (this does not oblige the Agency to participate in organizing of the opening by the Beneficiary); d) if the Beneficiary exports products, notify the Agency; e) place the Agency logo (as indicated) on the product manufactured by the Beneficiary together with its logo (if any);



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f) in case of English logo, use an English sample of the Agency logo (as indicated):



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g) in case of violation of the marketing obligations (at least one of them) under this paragraph, the Beneficiary shall be given a warning letter for the first time, and in case of repeated violation, it shall be fined GEL 1000 (one thousand lari).”

“10. The Bank and the Beneficiary may further sign an appendix (appendices) defining the various obligations of the Beneficiary. The appendix (appendices) (along with any amendments thereto, if any) is an integral part of the Agreement between the Bank and the Beneficiary, and the Beneficiary shall fully and duly fulfill the obligations assumed.”