

Annex N3

Agreement N -----
about reimbursement

Tbilisi

----- **20-- year**

On the one hand, **the National Wine Agency** (Identification Number: 204446965), represented by the chairman ----- and

On the other hand, ----- (Identification Number: -----) represented by -----

Whereas the National Wine Agency of the State Winery of Georgia implements the "State Program for the Promotion of Georgian Wine" approved by the Resolution N453 of the Government of Georgia of September 7, 2021 (hereinafter "the Program");

Whereas the implementation of the program is the National Wine Agency of the State Winery;

Each named party, and collectively the parties, enter into this Agreement (hereinafter referred to as the "Agreement") as follows:

Definition of terms:

Agency	LEPL National Wine Agency (Identification Number: 204446965) .
Beneficiary	----- (Identification Number: -----)
Party of the Agreement	Beneficiary or Agency;
Parties of the Agreement	Beneficiary and Agency together;
Reimbursement	Within the framework of the program, funds to be issued by the agency to the beneficiary of the program;
Program	"State program for the promotion of Georgian wine" approved by the Resolution N453 of the Government of Georgia of September 7, 2021;
Confidential Information	Any information/documentation received, processed, created by one of the parties about the other party and/or any information/documentation sent by one of the parties.

1. Subject of the Agreement

The subject of the Agreement is reimbursement of marketing expenses by the Agency as a subsidy to the Beneficiary in accordance with the conditions defined by the agreement and the program.

2. The Price of the Agreement

2.1 The estimated price of the Agreement is (-----) GEL.

2.2 The price of the Agreement includes the fees provided by law.

3. Rights and obligations of the parties

3.1. The beneficiary is entitled to:

3.1.1 to request reimbursement in accordance with the terms of the program.

3.2. The beneficiary is obliged to:

to export more (liters) of wine in the current calendar year to the relevant region(s) specified in the application than in the previous calendar year;

3.2.1 to provide more marketing expenses in the current reporting period than in the previous reporting period;

3.2.2 by March 1, 2025 to present:

a) Notice from the Revenue Service of the State Wine and Trade Union on the volume of wine (liters) exported during the previous calendar years (2023 and 2024);

b) A report on marketing expenses issued by an individual classified at no higher than the fourth category registered in the state registry of auditors/auditing firms, designated by the state sub-departmental institution - the Service for Accounting, Reporting and Auditing Supervision under the Ministry of Finance of Georgia. For beneficiaries classified as small enterprises, the report on marketing expenses during the relevant reporting periods, from October 1, 2022, to September 30, 2023, and from October 1, 2023, to September 30, 2024, issued by an individual classified at no higher than the fifth category and prepared in accordance with the international standards established by the service.

c) in the case of a small cellar, a document confirming the expenses incurred for obtaining the document provided for in subsection "b" of Article 5¹ of the program.

Note: If the beneficiary has not incurred any marketing expenses and/or has not exported wine in accordance with the terms of the program in the previous calendar year and reporting period, the last marketing expenses and the volume of exported wine will be taken into account during the calculation no later than the last 3 years.

- 3.2.3 at the agency's request, submit any information/documentation related to the agency's reimbursement of marketing expenses and/or fulfillment of contractual obligations within 15 (fifteen) working days of the request;
- 3.2.4 to comply with the terms stipulated by the Agreement and the Program.

3.3. The Agency is authorized to:

- 3.3.2 Monitor the fulfillment of obligations under the Agreement at any time, without prior notice;
- 3.3.3 Require the beneficiary to provide any information or documentation related to the Agency's payment and/or performance of contractual obligations;
- 3.3.4 in case of non-fulfilment by the Beneficiary of the obligations specified in sub-clauses 3.2.1 and 3.2.2 of the Agreement, the Beneficiary shall not be compensated for the marketing expenses.

3.4. The Agency is obliged to:

- 3.4.1. Issue reimbursement in accordance with the terms of the Agreement and Program.

4. Liability of the Beneficiary and Termination of the Agreement

- 4.1 If the Beneficiary violates the obligations outlined in Sub-Clauses 3.2.1 and 3.2.2 of Clause 3.2, the Agency has the right to terminate the Agreement and will not reimburse the Beneficiary for the marketing expenses specified in the Agreement.
- 4.2 The Agreement may be terminated:
 - 4.2.1 in case of expiration of the validity period of the Agreement;
 - 4.2.2 before the deadline, for any reason, if agreed upon by the Parties;
 - 4.2.3 in case of non-fulfillment of obligations by the Beneficiary;
 - 4.2.4 in other cases provided for by law.
- 4.3 In the event of termination of the Agreement by the Agency, the Agency shall have no obligations towards the Beneficiary.

5. Confidential Information

- 5.1 The party is obligated, both during the term of the contract and after the contractual relationship ends, not to disclose or transfer confidential information to any third party without the prior written consent of the other party.
- 5.2 Confidential information does not include: (a) information provided to state or public agencies, or information that is or will be made public based on legislation; (b) information for the disclosure of which there is prior written consent from the party that owns the confidential information and/or an agreement from the parties; (c) information disclosed as required by law, including in response to a lawful request by third party(ies).
- 5.3 The Agency has the right to use information about the beneficiary in advertising materials, for marketing, or for other informational purposes, at its own discretion and without the consent of the beneficiary. The Agency may also publish this information on its website, www.wine.gov.ge.

6. Force Majeure

- 6.1 The parties are temporarily released from fulfilling the obligations established by the Agreement in the event of force majeure circumstances.
- 6.2 For the purposes of this Agreement, force majeure refers to any unforeseen circumstance or event that is beyond the reasonable control of the parties, which makes it impossible to perform the Agreement in whole or in part. Such circumstances and events include, but are not limited to, natural disasters, general strikes, sabotage, civil commotion or disorder, war (whether declared or not), military actions, terrorist acts, guerrilla actions, blockades, riots, earthquakes, floods, landslides, avalanches, or any other event beyond the reasonable control of the party that cannot be prevented despite taking all reasonable and practicable measures. However, the presence of force majeure circumstances does not automatically lead to the cancellation of the Agreement.
- 6.3 The party that cannot fulfill its rights and obligations under the Agreement due to force majeure circumstances is obliged to notify the other party of the occurrence and cessation of those circumstances as soon as possible, but no later than 10 (ten) days after their occurrence. If the party fails to meet this deadline, it must provide substantiated information regarding the non-fulfillment of the obligation; otherwise, it loses the right to invoke the mentioned circumstances. The notification must include a description of the circumstances and/or events, their impact on the fulfillment of the obligations established by the Agreement, and an estimated date for the resumption of such obligations.
- 6.4 In the event of force majeure circumstances and upon their confirmation, the time for fulfilling obligations by the parties will be proportionally extended by the duration of the force majeure circumstances and/or events, or by any other term that the parties may mutually agree upon.

7. Other Terms

- 7.1 The invalidity of any clause of the agreement does not lead to the invalidity of the entire agreement or its other clauses.
- 7.2 Any changes to the contract must be made in writing and agreed upon by both parties.
- 7.3 All issues, disputes, and relations arising from this Agreement between the parties shall be governed, interpreted, and resolved in accordance with the laws of Georgia.
- 7.4 Disputes arising from the Agreement shall be settled by mutual agreement of the parties. If an agreement cannot be reached, the parties will seek resolution in the courts of Georgia.
- 7.5 This agreement enters into force on the date of signing and remains valid until all obligations assumed by the parties are fully fulfilled.
- 7.6 The Agreement is drafted in the Georgian language, in two copies, each having equal legal force, and will be provided to the parties.

8. Bank Details and Signatures of the Parties:

Beneficiary:	Agency:
----- ----- Address: ----- Bank: ----- Bank Code: ----- Bank Account: ----- ----- -----	LEPL National Wine Agency Identification Number: 404923785 Address: 6 Marshal Gelovani st, Tbilisi E-mail: info.georgianwine@georgianwine.gov.ge Unified Account of the Treasury of Georgia Code: TRESGE22 ----- Chairman