Annex N3

AGREEMENT N -----------
ON REIMBURSEMENT

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

On the one hand, **LEPL National Wine Agency** (Identification No. 204446965), represented by its Chairperson------------------ and, on the other hand **----------** (Identification No -------------) represented by-------

Whereas the LEPL National Wine Agency implements the State Program for the Promotion of Georgian Wine, approved by Resolution N453 of the Government of Georgia dated 7 September 2021 (hereinafter referred to as the “Program”);

Whereas the Program is implemented by the LEPL National Wine Agency;

Each hereinafter individually referred to as a “Party” and collectively as the “Parties,” hereby enter into this Agreement (hereinafter referred to as the “Agreement”) as follows:

Definitions:

Agency	LEPL National Wine Agency (Identification No. 204446965).
Beneficiary	-------------- (I/C ---------------)
Party to the Agreement	the Beneficiary or the Agency;
Parties to the Agreement	the Beneficiary and the Agency collectively;
Reimbursement	funds payable by the Agency to a beneficiary of the Program within the framework of the Program;
Program	the State Program for the Promotion of Georgian Wine, approved by Resolution N453 of the Government of Georgia dated 7 September 2021;
Confidential Information	any information/documentation received, processed, created and/or transmitted by one Party concerning the other Party.

1. Subject Matter of the Agreement

The subject matter of this Agreement is the reimbursement by the Agency, in the form of a subsidy, of the Beneficiary's marketing expenses in accordance with the terms and conditions stipulated by this Agreement and the Program.

2. Value of the Agreement

2.1. The estimated value of the Agreement is GEL (________).

2.2. The value of the Agreement includes all taxes prescribed by applicable legislation.

3. Rights and Obligations of the Parties

3.1. The Beneficiary shall be entitled to:

3.1.1. Request reimbursement in accordance with the terms and conditions of the Program.

3.2. The Beneficiary shall be obliged to:

Export a greater volume of wine (in liters) in the current calendar year to the relevant region(s) specified in the application than the volume exported during the preceding calendar year;

3.2.1. Ensure that the marketing expenses incurred during the current reporting period exceed those incurred during the preceding reporting period;

3.2.2. Submit, no later than 5 March 2027, inclusive, the following:

a) Certificate from the LEPL - Revenue Service regarding the volume of wine (liters) exported during the previous calendar years (2025 and 2026);

b) A report issued by a mandatory auditor/audit firm with mandatory audit authority registered in the State Register of Auditors/Audit Firms, monitored by the Accounting, Reporting and Audit Supervision Service, a state sub-agency within the system of the Ministry of Finance of Georgia, and in the case of a beneficiary - a small winery, by an auditor/audit firm with non-mandatory audit authority, on the amounts of marketing expenses incurred in the relevant reporting periods (01.10.2024-30.09.2025 and 01.10.2025-30.09.2026), prepared in accordance with the international standards put into effect by the Service.

c) in the case of a small winery, a document confirming the expense incurred in obtaining the document provided for under subparagraph (b) of Article 5^1 of the Program.

Note: Where the Beneficiary did not incur marketing expenses and/or did not export wine in accordance with the terms and conditions of the Program during the preceding calendar year and reporting period, the calculation shall take into account the most recently incurred marketing expenses and the volume of wine exported during the preceding three years.

3.2.3. At the request of the Agency, submit any information/documentation relating to reimbursement of marketing expenses by the Agency and/or performance of the obligations undertaken under this Agreement within 15 (fifteen) business days from receipt of such request;

3.2.4. Comply with the terms and conditions stipulated by this Agreement and the Program.

3.3. The Agency shall be entitled to:

3.3.1. At any time and without prior notice, monitor the performance of the obligations undertaken under this Agreement;

3.3.2. Require the Beneficiary to submit any information/documentation relating to reimbursement by the Agency and/or performance of the obligations undertaken under this Agreement;

3.3.3. Refuse to reimburse the Beneficiary's marketing expenses where the Beneficiary fails to fulfill the obligations specified in subparagraphs 3.2.1 and 3.2.2 of this Agreement.

3.4. The Agency shall be obliged to:

3.4.1. Make reimbursement in accordance with the terms and conditions of this Agreement and the Program.

4. Liability of the Beneficiary and Termination of the Agreement

4.1. Where the Beneficiary breaches the obligations specified in subparagraphs 3.2.1 and 3.2.2 of paragraph 3.2 of this Agreement, the Agency shall be entitled to terminate the Agreement and refuse to reimburse the marketing expenses provided for herein.

4.2. The Agreement may be terminated:

4.2.1. upon expiry of the term of the Agreement;

4.2.2. prior to expiry, for any reason, by mutual agreement of the Parties;

4.2.3. in the event of failure by the Beneficiary to fulfill its obligations;

4.2.4. in other cases provided for by applicable legislation.

4.3. In the event of termination of the Agreement by the Agency, the Agency shall incur no liability or obligation towards the Beneficiary.

5. Confidential Information

5.1. Both during the term of this Agreement and after termination of the contractual relationship, a Party shall not disclose and/or transfer Confidential Information to any third party without the prior written consent of the other Party.

5.2. Confidential Information shall not include: a) information provided to state/public authorities or information that is or becomes publicly available pursuant to applicable legislation; b) information the disclosure of which has been authorized by the prior written consent of the Party owning the Confidential Information and/or by agreement between the Parties; c) information disclosed in cases prescribed by applicable legislation, including as a result of compliance with a lawful request of a third party.

5.3. The Agency shall be entitled, at its discretion and without the Beneficiary's consent, to use information concerning the Beneficiary in advertising materials and for marketing or other informational purposes, as well as to publish such information on the Agency's website, www.wine.gov.ge.

6. Force Majeure

6.1. The Parties shall be temporarily released from the performance of their obligations under this Agreement where force majeure circumstances occur.

6.2. For the purposes of this Agreement, force majeure circumstances shall mean any unforeseen circumstance or event beyond the reasonable control of the Parties that renders performance of this Agreement, in whole or in part, impossible. Such circumstances and events include, but are not limited to, natural disasters, general strikes, sabotage or other forms of civil disturbance or unrest, war (whether declared or undeclared), other military, terrorist or guerrilla actions, blockades, insurrections, earthquakes, floods, landslides, avalanches, or any other event beyond the reasonable control of a Party which that Party is unable to prevent despite taking all reasonable and practicable measures. The occurrence of force majeure circumstances shall not, however, automatically result in termination of the Agreement.

6.3. A Party unable to perform its rights and obligations under this Agreement due to force majeure circumstances shall notify the other Party of the commencement and cessation of such circumstances as soon as reasonably practicable, but no later than 10 (ten) days after their occurrence. If a Party fails to comply with this time limit, it shall be required to provide substantiated information explaining its failure to fulfill this obligation; otherwise, it shall lose the right to rely on such circumstances. The notice shall include a description of the circumstances and/or events, their effect on the Party's performance of its obligations under this Agreement, and the estimated date until which performance of such obligations is expected to be postponed.

6.4. Where force majeure circumstances exist and are duly confirmed, the time limits for performance of the Parties' obligations shall be extended proportionately by the duration of such force majeure circumstances and/or events, or for such other period as may be additionally agreed between the Parties.

7. Other Terms and Conditions

7.1. The invalidity of any provision of this Agreement shall not result in the invalidity of the Agreement as a whole or of any other provision thereof.

7.2. Any amendment to this Agreement may be made only in writing and by agreement of the Parties.

7.3. All matters, disputes and relations arising out of or in connection with this Agreement shall be governed, construed and resolved in accordance with the legislation of Georgia.

7.4. Any dispute arising out of this Agreement shall be resolved by mutual agreement between the Parties. If no agreement can be reached, the Parties shall refer the dispute to the courts of Georgia.

7.5. This Agreement shall enter into force on the date of its signature and shall remain in effect until the Parties have fully performed their respective obligations.

7.6. This Agreement is executed in the Georgian language in 2 (two) copies of equal legal force, one copy to be provided to each Party.

8. Bank details and signatures of the parties:

Beneficiary:	Agency
-------------------- ------------------- Address:------------------- Bank: ------------------ Bank Code: -------------- Account Number: ---------------------- _____________________________ -------------------	 LEPL National Wine Agency I/N 404923785 Address: 6, Marshal Gelovani ave., Tbilisi, Georgia E-mail: info@wine.gov.ge Georgian Treasury Unified Account Code: TRESGE22 _________________________ ----------------------- Chairperson