

## **Amendments shall be effective as of 06.12.2022**

### **Article 27<sup>4</sup>: Special Terms for the InnovFin SME Guarantee Facility:**

1. The Borrower fully acknowledges that the loan was made available with the support of the European Union within the InnovFin SME Guarantee Facility Agreement. Accordingly, the Borrower enjoys/will enjoy all the benefits provided under the above Agreement, including but not limited to a) a reduction of standard loan collateral requirements; b) a reduction of standard loan interest rate, etc.

2. For the purposes of this article, the Bank, the European Investment Fund (EIF), the European Investment Bank (EIB), the European Union Court of Auditors (ECA), the European Commission as well as their representatives (including the European Anti-Fraud Office (OLAF)) or any other institution or body of the European Union is the authorized party (hereinafter referred to as the Authorized Party).

3. The Borrower shall prepare, update and make available at any time the documents and information related to a) receiving/using the InnovFin SME Guarantee Facility and therefore, meeting the relevant criteria, fulfilling the obligations, abiding by the law; b) enjoying relevant benefits within the InnovFin SME Guarantee Facility; c) any information and documents that the Authorized Party may reasonably request within the powers.

These obligations are valid for 7 (seven) years from the end of the term of the Loan Agreement, or from the referred date in case of early repayment of the loan.

4. If during the fulfilment of the obligations described in the previous paragraph, the requested documents/information turns out to be incompletely or incorrectly maintained, created or sent to the Authorized Party, immediately upon the request of the relevant Authorized Party but no later than within 3 (three) months from the receipt of the request (or a shorter period given by the Authorized Party), the Borrower undertakes to eliminate all relevant inaccuracies, defects and to meet the request and instructions of the Authorized Party, also to provide it with additional reasonable information.

5. Only in the context of the control and monitoring activities of the European Commission, if the Borrower does not agree to the right of the European Investment Fund (EIF) to publish on its website or through a press release information about borrowers financed under the InnovFin SME Guarantee Facility, the European Commission may request further clarification directly from the Borrower.

6. The Borrower acknowledges that at the time of taking the loan, he does not engage in activities, and after taking the loan, during the term of the Agreement, he will not start, engage in, finance, etc. activities that in any way are related to prohibited activity/activities.

7. The Borrower shall adhere to the laws and regulations, whether local or EU, to which he is subject and the violation of which may (a) adversely affect the Borrower's fulfilment of the obligations assumed under the Agreement. or (b) harm the interests of the Guarantor (the EIF), the European Commission or the EIB.

**8.** The Borrower undertakes and ensures that he will (a) follow the relevant standards and legislation on the prevention of money laundering, the fight against tax fraud and terrorist financing, to which it is subject, and (b) not be established in, or not relocate its enterprise established in Georgia to a country/territory known and recognized as a non-cooperative jurisdiction, except in circumstances falling beyond his control.

**9.** The Borrower is aware that if the Borrower breaches any obligation, or after the loan disbursement, the Borrower turns out to be engaged in, finance or be otherwise associated with prohibited action and/or prohibited activities; or the Borrower is found guilty of fraud by a court decision or a decision of the relevant authorized body, due to which the Authorized Party demands the termination of the agreement signed with the Borrower, the Bank may terminate the agreement signed with the Borrower and demand the fulfilment of the assumed obligations immediately or within the period specified in the notice.

**10.** If the circumstances referred to in the previous paragraph take place, the Borrower shall pay the Bank in full, immediately after receiving the written notice but within no more than 10 (ten) business days:

- (a) The funds of any type and in any amount disbursed by the Bank directly or indirectly to the Borrower under the Loan Agreement and documents thereunder that will be recognized as illegal along with the interest accrued on the funds to date.
- (b) If within the InnovFin SME Guarantee Facility Agreement, the Authorized Party, at the request of the Bank, repays the guarantee amount to the Bank, the Borrower found guilty of fraud shall pay the mentioned amount to the Bank along with the interest accrued and any expenses incurred until the date of payment.

**11.** The Bank will collect and process the personal data of the Borrower's final recipients, which may be transferred to the EIF, the EIB and/or any of their principals/financing agencies for guarantee purposes. The Borrower is aware that (a) his name, surname, address, and other loan-related personal information may be disclosed to the EIF, the EIB and/or any of their principals/financing agencies, all of whom are independent data controllers, and (b) the above personal data may become public.