

General Terms and Conditions

1. Subject of the Agreement

1.1 The subject of this Agreement is to facilitate the execution of specific contracts between the Bank and the Contractor(s) under the general terms and conditions outlined herein.

1.2 For the purposes of this Agreement, the parties shall be defined as follows: JSC ProCredit Bank, hereinafter referred to as "the Bank" (identification No. 204851197; address: No. 21, Al. Kazbegi Avenue, Tbilisi), and the Contractor, whose designation and specific details shall be established in the individual agreements executed/to be executed between the parties.

1.3 The Contractor shall be obliged to thoroughly review and understand all terms and conditions outlined in this Agreement, which are accessible on the official website of JSC ProCredit Bank www.procreditbank.ge in the Tenders section. Should the Contractor find any discrepancies or disagree with the General Terms and Conditions of the Agreement, it is incumbent upon them to notify the Bank in writing before the finalisation of any specific agreement.

1.4 The Bank reserves the right to implement changes or amendments to these Terms and Conditions. To ensure that such changes or amendments take effect, it is sufficient to publish them on the Bank's website www.procreditbank.ge within the Tenders section, a minimum of two weeks before their effective date. Should the Contractor disagree with these changes or amendments, the Contractor is entitled to terminate the Agreement with the Bank. Notification of termination must be provided to the Bank in writing before the changes or amendments become effective; otherwise, the Contractor shall be deemed to have accepted the changes or amendments.

2. Fees and Payment Procedure

2.1 The value of the property, goods, and services outlined in the agreement(s) executed or to be executed between the parties as well as the payment procedure and schedule shall be determined through mutual agreement between the parties.

2.2 Payments shall be non-cash transactions.

3. Warranty

3.1 The duration of validity for the subject matter of the Agreement shall be established by mutual consent of the parties involved.

3.2 The timeframe for rectifying defects related to the subject of the Agreement during the warranty period, as well as for addressing services rendered with substandard quality or deemed defective, shall be established through mutual agreement between the parties involved.

3.3 The contractor shall be required to rectify or replace any defective items, as well as to ensure the remediation of services rendered with inadequate quality or determined to be defective, at their own expense and utilizing appropriate materials. The specific terms for the rectification of defects shall be determined by mutual consent of the parties involved.

4. Penalty

4.1 In the event of a breach of the terms and conditions outlined in the Agreement executed between the parties, the Bank reserves the right to impose a penalty on the Contractor. In such circumstances, the Contractor shall be obligated to pay an amount which will be determined through mutual agreement between the parties.

4.2 Should there be a delay in the payment of the agreed-upon remuneration, the Contractor shall have the right to impose a penalty; in this instance, the Bank will be obligated to pay an amount as determined through mutual agreement between the parties.

4.3 The payment of any penalty shall not exempt either party from fulfilling their respective obligations under the Agreement.

5. Confidentiality

5.1 Parties agree that in the course of their dealings, they may obtain or be exposed to banking and commercial secrets and personal data (hereinafter referred to as the "Data"), and/or any information which is not in the public domain (hereinafter referred to as the "Information"), either verbally, in writing (including in electronic form), visually or through media, the Bank and the Contractor agree as follows:

5.1.1 The Information shall be held strictly confidential and shall not be divulged, whether directly or indirectly, to any third party (both during the term of this Agreement and after its expiry/termination), except as expressly provided for by law. No Information, including the name, shall be used or disclosed without the prior written consent of the respective party.

General Terms and Conditions

5.1.2 The Information shall be accessed only by the employees of the receiving party who perform their duties and obligations under the Agreement between the parties and are bound by confidentiality obligations to the information receiving party. The Information may be accessed, processed and used only for the purposes of this Agreement. Any employee of the parties who is involved in data processing, or who has access to data, is obliged to act within the scope of powers granted thereto, maintain data secrecy and confidentiality, and comply with same after the termination of their term of office.

5.1.3 The results of the survey/consultation (if any) shall be published only as a summary report to avoid attributing the data to the information-disclosing party.

5.1.4 At the information disclosing party's request, all materials containing or reflecting the aforesaid Information shall be returned or destroyed. The Contractor is obliged to notify the Bank in advance if it processes/stores any confidential information outside of Georgia. At any time, the information disclosing party has the right to request the counterparty for information on statutory data processing, and to monitor data processing by the Contractor.

5.1.5 Concerning third parties, nothing herein shall be interpreted and construed as an authorisation of either party to act as a representative, which includes, but is not limited to, the representation authority and authority of making statements on each other's behalf.

5.1.6 In the course of processing of Information, the Parties are obliged to comply with the Personal Data Protection Law of Georgia and as necessary ensure the confirmation of the compliance of data processing with the Law.

5.1.7 In the event of a deliberate breach of these confidentiality provisions, the party at fault shall be responsible to the other party for any resulting damage.

5.1.8 Disclosure of information by the Bank to its regulatory agency or other body to whom the Bank must provide information, German banking supervision and regulatory authorities, bank founders, internal and/or external auditors or other service providers, shall not be treated as a breach of these confidentiality provisions.

6. Compliance Statement

6.1 The ProCredit group/bank recognises that ethical, social and environmental impacts reside within the supply chain. Moreover, positive impacts can be achieved through the acquisition of more responsible products and/or services and by working collaboratively with suppliers to mutually influence ethical, social, and environmental performance positively. Hence, the ProCredit group/bank expects its suppliers/contractors to commit to a set of minimum standards to ensure that their commitment towards key social, environmental, and governance issues is in line with ProCredit's high standards.

6.2 As is the case with its clients, the ProCredit group/bank expects its suppliers and contractors to not engage in any of the activities listed in the ProCredit Exclusion List. Most importantly, this includes, but is not limited to the following:

- i. Production or activities involving harmful or exploitative forms of forced labour/harmful child labour, discriminatory practices, or practices which prevent employees from lawfully exercising their rights of association and collective bargaining (see item "1") of the Exclusion List for further details)
- ii. Adherence to Georgian laws or regulations as well as international conventions and agreements with regard to production and/or trade in any product or activity (see item "24") of the Exclusion List for further details).

6.3 The ProCredit group/bank expects its suppliers/contractors to adhere to the ethical values of the ProCredit group/bank and to confirm that they do not partake in any form of money laundering (see also Code of Conduct).

6.4 As described in the Code of Conduct, the ProCredit group/bank does not tolerate bribery or corruption. Therefore, no business relationship can be established or continued if a potential supplier is known to be involved in corruption and/or fraud. This serves to emphasise that the ProCredit group/bank does not accept bribes of any form nor does it condone suppliers engaging in any such practices. Any supplier or contractor found to be involved in activities of this nature will be excluded from becoming a potential partner.

6.5 The ProCredit group/bank follows the Universal Declaration of Human Rights (1948) and expects its suppliers and contractors to do the same.

6.6 The ProCredit group/bank expects its suppliers to take health, safety, security, and environment (HSSE) issues seriously by making sure to remain abreast of and comply with all applicable laws and regulations concerning HSSE.

6.7 The ProCredit group/bank expects its suppliers/contractors to commit and adhere truthfully to the standards laid out within this document. Suppliers are expected to show their commitment by cooperating closely with the ProCredit

General Terms and Conditions

group/bank and by providing reasonable access to relevant documentation/information if deemed necessary. In the case of serious and/or persistent breaches of the standards set out herein, the ProCredit group/bank will take the necessary steps to terminate the business relationship.

6.8 By executing this Agreement, the parties affirm that they have reviewed the List of Prohibited Social and Environmental Activities and the Code of Conduct available on the Bank's website www.procreditbank.ge. They acknowledge their understanding, express no objections, and commit to adhering to these stipulations.

7. Representations and Warranties of the Parties (Sanctions)

For the purposes of this Article, the term

a) "**Authorized Person**" (in the context of sanctions) refers to the designated entities or individuals, including their representatives, as delineated by the legislation of the United Nations (UN), the European Union (EU), the German Bundesbank, the French Ministry for Economy and Finance, the United Kingdom (UK), the United States of America (USA), and Georgia, who possess the authority to impose sanctions on individuals or legal entities.

b) "**Sanctions List**" refers to a compilation of individuals/entities, to whom various restrictions and sanctions are applicable, as prepared and publicly disseminated by the Authorized Person(s).

c) "**Sanction**" refers to any restriction, policy, prohibition, or similar directive established by the Authorized Person.

7.1 The Contractor/Supplier hereby declares and acknowledges that the Bank enters into this Agreement solely based on and in reliance upon the representations and warranties articulated in this Article. The obligations delineated in this article shall extend fully to the Contractor's/Supplier's successors, heirs, or assignees.

7.2 The Contractor/Supplier hereby affirms that the intention behind entering into the Agreement is not to provide financing for terrorism and/or engage in any other unlawful activities. Furthermore, the Contractor/Supplier asserts that all activities and/or actions throughout the duration of the Agreement, including the signing and validity period, will comply with their governing charter (or applicable regulatory documentation) and relevant local and international legislation.

7.3 The Contractor/Supplier, along with its founders, members of management, executive body, supervisory body, as well as beneficial owner(s), and any third parties engaged in fulfilling obligations related to this transaction, at any point before the execution of this Agreement and/or during its effective period,

a) are not included, nor will they be included, in the **Sanctions List** by the **Authorized Persons**, and no **Sanctions** are currently applied or will be applied to them.

b) are neither current nor future residents of the state to which the trade **Sanctions** or impositions established by the **Authorized Persons** are applicable.

c) have neither directly nor indirectly engaged in, nor will engage in, any transaction, including facilitating the entry into a transaction, with any individual and/or organisation that is, or will be, identified in the **Sanctions List** after the signing of this Agreement. This includes scenarios where **Sanctions** are currently being applied or where the relevant party resides in and/or conducts operations within regions subject to the **Sanctions** imposed by the **Authorized Person**.

d) have neither directly nor indirectly engaged in, nor will engage in, any transaction, including facilitating the entry into a transaction, with a party/property/asset/product/service to which **Sanctions** or impositions established by the **Authorized Person** are applicable.

7.4 The Contractor/Supplier represents and warrants that at the time of entering into the Agreement, it is and will be legally competent and has acquired all requisite consents, permits, or powers of attorney necessary for the execution of the Agreement. Furthermore, it commits to obtaining any additional consents, permits, or powers of attorney required in the future to fulfil the obligations of the Agreement.

7.5 The representations and warranties detailed in this article, along with any provisions concerning **Sanctions**, shall remain effective until the parties have completely and properly fulfilled their obligations under this Agreement, irrespective of the termination of this Agreement, whether in whole or in part.

7.6 Failure by the Counterparty/Supplier to comply with the warranties, representations, and obligations outlined in this article shall be regarded by the Bank as a violation of a fundamental condition of the Agreement. Consequently, this entitles the Bank to exercise the unconditional right to terminate the Agreement immediately and unilaterally, without being bound by the early termination conditions stipulated within the transaction. Such termination shall be executed without incurring any liability toward the Bank under this Agreement.

General Terms and Conditions

7.7 The Contractor/Supplier acknowledges and undertakes to fully adhere to all applicable legislation governing Environmental, Social, and Governance ("ESG") matters throughout the term of this agreement. Furthermore, The Contractor/Supplier agrees to implement all necessary corrective measures in the event of any identified non-compliance or violation of ESG legislation within the scope of its operations.

7.8 The Contractor/Supplier shall promptly provide written notification to the Bank regarding: a) any circumstances that may present a conflict with and/or lead to a violation of the obligations established in this article; b) the emergence or occurrence of any situations that may jeopardise the Bank's assets, property, or reputation; c) the emergence or occurrence of any situations that may endanger the full and proper execution of the obligations stipulated in this Agreement.

7.9 The Bank reserves the right, at its sole discretion, to conduct multiple reviews and verifications of the Contractor's/Supplier's ESG compliance history throughout the duration of this agreement. Consequently, The Contractor/Supplier shall be obligated to fully cooperate with the Bank by providing any and all information or documentation requested in connection with such verifications and by granting the Bank's representatives access to the Client's premises for the purpose of conducting said verifications.

8. Force Majeure

8.1 The parties shall be exempt from fulfilling their mutual obligations in the event of circumstances defined as force majeure. Furthermore, the existence of such force majeure circumstances shall not automatically result in the termination of the Agreement.

8.2 The affected party is required to promptly inform the other party in writing about the occurrence of force majeure circumstances and any subsequent actions taken within seventy-two hours of the onset of such circumstances.

8.3 The execution of obligations assumed by the parties under the agreements shall be deferred until the resolution of any force majeure circumstances.

8.4 Should the force majeure circumstances persist for a duration exceeding one month, the parties shall have the right to address the matter of agreement termination or to adjust the agreement in accordance with the prevailing force majeure circumstances.

9. Other Provisions

9.1 Issues not governed by agreements established between the parties shall be addressed in accordance with the prevailing legislation in Georgia.

9.2 The General Terms and Conditions outlined in this Agreement, as well as all specific provisions of any agreements executed, shall remain applicable and enforceable against the successors, legal heirs, representatives, attorneys, assistants, and employees of the parties involved.

9.3 A party may unilaterally terminate the Agreement by providing written notification to the other party at least ten calendar days before the intended termination date. In the event of such early termination, the parties shall compensate one another for the actual value of the goods, property, or services delivered up to the point of termination, while accounting for any advance payments made, if applicable.

9.4 Any amendments or agreements pertaining to the executed agreements shall only take effect upon mutual consent and must be documented in writing.

9.5 The failure of any party to the Agreement to exercise any rights granted by the Agreement shall not be interpreted as a waiver of such rights.

9.6 Any disputes or disagreements arising between the parties in connection with the executed agreements shall be resolved through negotiations. Should negotiations fail to yield a resolution, the matter shall be adjudicated by the court in accordance with the applicable laws and regulations.

9.7 The parties hereby agree that the invalidity or annulment of individual clauses within the executed Agreement shall not result in the invalidation or annulment of the remaining clauses.

9.8 If any provisions of specific agreements entered into with the Contractor conflict, either directly or indirectly, with these General Terms and Conditions, the provisions of the specific agreement shall take precedence.