

Specific Conditions of the Agreement

1. Definitions of Specific Conditions

Unless the **Agreement** and/or **Other agreement associated thereto** specify otherwise, or its context requires otherwise, the below definitions have the following meanings in the **Agreement** and/or **Other agreement associated thereto**:

- 1.1. **Account** – bank account(s) of the **Contractor** with the **Bank** (if any);
- 1.2. **Representations and Warranties** – the **Parties** representations and warranties set forth in **Article 2** of the **Specific Conditions**;
- 1.3. **Annex** – unless explicitly specified otherwise, the annex(s) to the **Agreement** and/or **Other agreement associated thereto** (as the context may require), making up integral part of the **Agreement** and/or **Other agreement associated thereto** and effective in conjunction with it;
- 1.4. **Legislation** – effective legislative instruments and by-laws of Georgia and international agreements and covenants included in the system of normative acts of Georgia;
- 1.5. **Other agreement associated thereto** (or **Other agreement related to the Agreement**) – any agreement and/or other documents executed on the basis of the **Agreement** and in accordance with it between the **Bank** and the **Contractor** or the **Bank/Contractor** and the **Third party**, execution or issuance of which is stipulated by the **Agreement** and/or is carried out on its basis/in accordance with it;
- 1.6. **Third party** – any **Party** except the **Bank** and/or the **Contractor**;
- 1.7. **Party/Parties** – the **Bank** and/or the **Contractor**, as the context may require;
- 1.8. **Person** – natural person(s), legal entity(ies) and/or other institution(s) under the jurisdiction of Georgia or other countries, not representing legal entity(ies);
- 1.9. **Banking day** – any day (except Saturday, Sunday or official holidays defined by the **Legislation**), when the commercial banks operating in Georgia are open for their regular activity.

2. Representations and Warranties

- 2.1. Each **Party** represents and warrants that:
 - 2.1.1. As of the moment of executing/signing the **Agreement** and/or **Other agreement associated thereto**, he/she/it is capable (among them established according to the procedure stipulated for by the **Legislation**);
 - 2.1.2. For the purpose of authority necessary for execution/signing and implementation of the **Agreement** and/or **Other agreement associated thereto**, he/she/it has acquired all necessary permits, approvals or proxies;
 - 2.1.3. The **Agreement** and/or **Other agreement associated thereto** is executed by him/her/it voluntarily, without any violence, threat, cheating, misleading and/or any other circumstances on behalf of the second **Party** or the **Third party**;
 - 2.1.4. As of the moment of executing/signing the **Agreement** and/or **Other agreement associated thereto** and for their entire effective term, he/she/it adheres/will adhere to the terms of any agreement and/or other covenants, and/or other commitments, disregard of which may have adverse effect on carrying out of obligations assumed by him/her/it under the **Agreement** and/or **Other agreement associated thereto**;
 - 2.1.5. His/her/its actions are/will not be intended to cheat the second **Party**. Taking into account this principle, the document and/or information submitted by him/her/it to the second **Party** for the purpose of execution and/or implementation of the **Agreement** and/or **Other agreement associated thereto**, at the moment of submission, is/will be true, correct and complete. Also, he/she/it is aware that submission of false documents and/or information represents the punishable offence according to the **Legislation**;
 - 2.1.6. He/she/it (including his/her/its director, authorized **person** or other representative) or related to him/her/it **person** and/or affiliated **person**:
 - 2.1.6.1. has not directly or indirectly paid or received (or has not been involved in any deal which provides for the payment or receipt of) any illegal and/or hidden commission fee, bribe or compensation which may be related to the **Agreement** and/or **Other agreement associated thereto**; and/or
 - 2.1.6.2. has not taken any action (including secret deal) which could have affected the process of entering into the **Agreement** which aims at artificial control of prices and/or creation of non-competitive environment; and/or
 - 2.1.6.3. has not offered or accepted any valuable thing/non-material property, which may have affected the actions of the **Party**, its director, authorized **person** or other representative or related **person** and/or affiliated **person**, and neither the above-mentioned **persons** have threatened his/her/its property or reputation in order to unfairly acquire business-related advantage, or do the business; and/or
 - 2.1.6.4. has not been otherwise involved in the corruptive practice.
 - 2.1.7. Since above-mentioned clauses strictly prohibit participation of a **Party**, its director, authorized **person**, other representative or related **person** and/or affiliated **person** in such actions which stipulate offering or accepting of any valuable thing/non-material property (directly or indirectly) for the purpose of receiving benefit by any of the **persons**, **Party**, related **person** and/or affiliated **person** or its customer in order to unfairly acquire or retain business or other business-related advantage thus the violation of any of the above-mentioned clauses will immediately cause **Party's** disqualification from the process of entering into **Agreement** and/or **Other agreement associated thereto** and/or termination of the **Agreement** and/or **Other agreement associated thereto**. Furthermore, such disqualification and/or termination of the **Agreement** and/or **Other agreement associated thereto** does not exclude the responsibility and respective sanctions of the **Party** and/or his/her/its director, authorized **person**, other representative or related **person** and/or affiliated **person**, stipulated by the **Legislation** (including, without limitation, the criminal responsibility).
- 2.2. These **Representations and Warranties** of the **Parties** are in effect prior to full and due performance of the obligations assumed by the **Parties** under the **Agreement** and/or **Other agreement associated thereto**, despite full or partial termination of the **Agreement** and/or **Other agreement associated thereto**.
- 2.3. The **Party** shall immediately inform the second **Party** in writing regarding all circumstance(s) which may be incompliant with his/her/its above **Representations and Warranties** and/or cause their violation; Also, he/she/it shall notify the **Bank** on any such occurrence which jeopardizes full and due performance by the **Parties** of obligations assumed under the **Agreement** and/or **Other agreement associated thereto**.

3. Settlement

- 3.1. Unless the deal, **Agreement** and/or **Other agreement associated thereto** between the **Parties** specify otherwise, settlement transaction between the **Parties** is carried out by way of non-cash payment.
- 3.2. Any kind of monetary obligations defined by the **Agreement**, except the cost defined by the subject of the **Agreement**, shall be met (paid) within 10 (ten) calendar days since the date of origination of the monetary obligation (since the overdue day of discharging the obligation, the day of requesting to meet the liability for penalty, etc.). At the same time, if the day of discharging the obligation (payment day) falls on a non-business day or a day off, the next **Banking day** shall be used.
- 3.3. If the settlement in foreign currency is not permitted by the **Legislation**, the settlement shall be carried out in Georgian national currency at the official rate established by the National Bank of Georgia for the payment date.
- 3.4. In the course of non-cash settlement, the amounts shall be placed on the account of the respective **Party** defined by **Agreement** and/or **Other agreement associated thereto** or other bank account additionally agreed between the **Parties**.

4. Communication between the Parties

- 4.1. Any official communications between the **Parties** shall be in writing. A written notice for the **Party** may be delivered personally or sent by courier (including international courier) or post (including insured post). For the purpose to save time and taking into account the provisions outlined below, notice to another **Party** may be delivered through fax, email or other electronic means, provided that in case of request of another **Party** the written notice will be delivered in the reasonable time as well.
- 4.2. A notice shall be deemed delivered on the delivery date if the recipient confirms such delivery (including through electronic document, receipt, other relevant means of communication, etc). If the receipt of a notice is not confirmed by the recipient, any such notice shall be deemed duly sent and received:
- 4.2.1. In case of sending a written notice by courier or insured post – on the date of confirmation of delivery;
- 4.2.2. In case of sending through fax, email and/or other electronic means – on the following **banking day** of sending a notice.
- 4.3. A notice shall be deemed received in case the sending **Party** receives back a notice due to absence of the receiving **Party** at the given address/contact data, the recipient refuses to accept the notice or avoids receiving a notice.
- 4.4. The **Parties** shall establish communications at the addresses/contact data outlined in the **Agreement** and/or **Other agreement associated thereto** (or at any other address which one **Party** will inform the other in writing). A **Party** is obliged to notify another **Party** in a timely manner on change of the address/addresses or any of the data, otherwise communications carried out at the address provided by the **Party** (sending notices, etc.) shall be deemed duly performed.
- 4.5. The **Agreement** may stipulate for carrying out communication through one of the specific forms of communication envisaged in **paragraph 4.1.** of the **Specific Conditions**, or in a different form.

5. Confidentiality

- 5.1. Unless the **Agreement** and/or **Other agreement associated thereto** specify otherwise, the **Parties** are obliged to keep any kind of information received from the other **Party** confidential throughout the entire term of the **Agreement** and after completion of the contractual relations.
- 5.2. The above limitation regarding confidentiality shall not refer to information or disclosure of information:
- 5.2.1. Which was known without the breach of the **Legislation** to the **Party** receiving information prior to receiving information from another **Party**;
- 5.2.2. Which will be disclosed by the **Parties** by adhering to the requirements of the **Legislation** and for their due performance (including for exercising its rights by any of the **Parties** through court (including arbitration court));
- 5.2.3. Which may be obtained from other sources;
- 5.2.4. Which is, or will become available to the **Third party**: a) upon written agreement of the **Parties** in which case the **Party** disclosing information shall be fully responsible for keeping by the **Third party** information delivered to it confidential or b) independently of any of the **Parties**.

6. Arbitration

- 6.1. **Parties** agree that in case of referring any disputed issue arising from the **Agreement** (including its **Annex(es)**) and/or **Other agreement associated thereto** to the arbitration court:
- 6.1.1. Arbitration hearing shall be held in Georgia (Tbilisi), in the Georgian language, consistent with the norms of Georgian law (**Legislation**) and according to that version of the regulation/charter of the **Permanent arbitration court** which will be in effect as of the date of submitting the claim and shall not be fully or partially inconsistent with the arbitration deal outlined in this **Paragraph**, unless otherwise determined by the **Agreement** or otherwise defined by the additional written agreement of the **Parties**;
- 6.1.2. If the cost of the dispute subject does not exceed GEL 100,000 (one hundred thousand) or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia as of the date of submitting the arbitration claim), the dispute between the **Parties** shall be processed by the arbitration court composed of 1 (one) arbitrator which is appointed by the chairman of the **Permanent arbitration court** from the list of arbitrators of the **Permanent arbitration court** after 7 (seven) days from submitting the arbitration claim;
- 6.1.3. If the cost of the dispute subject exceeds GEL 100,000 (one hundred thousand) or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia as of the date of submitting the arbitration claim), the dispute shall be processed by the arbitration court composed of 3 (three) arbitrators appointed from the list of arbitrators of the **Permanent arbitration court**, one appointed by each **Party** and the third – by the chairman of the **Permanent arbitration court**. Furthermore:
- 6.1.3.1. A claimant appoints the arbitrator within 7 (seven) calendar days after receiving the arbitration claim by the court, the defendant - within 7 (seven) calendar days after transferring the arbitration claim to him/her (if the defendant is represented by more than one persons, term shall be counted from the date following the day of delivery of the claim to any of them (the earliest shall be considered)). If more than one person take part in the arbitration case hearing from any side, they should jointly enjoy the right of appointing the arbitrator;
- 6.1.3.2. The **Parties** shall grant the right to appoint the third arbitrator, who will be the chairman of the arbitration court at the same time, to the chairman of the **Permanent arbitration court** who appoints the arbitrator within 7 (seven) days after receiving the arbitration claim;
- 6.1.3.3. In case any of the **Parties** does not appoint arbitrator within the time set in **Sub-paragraph 6.1.3.1.** of the **Specific Conditions**, it will be deemed that such **Party** rejects the right to appoint the arbitrator and thus transfers such right to the chairman of the **Permanent arbitration court**. In such case the chairman of the **Permanent arbitration court** shall appoint an arbitrator from the list of arbitrators of the **Permanent arbitration court**, within 7 (seven) days after the date of appointing the arbitrator by the relevant **Party** expires.
- 6.1.4. By the time of appointing the arbitrator according to the terms of the **Sub-paragraphs 6.1.2.** and **6.1.3.** of the **Specific Conditions**, the relevant **Party** shall submit to the **Permanent arbitration court** written consent of the candidate;
- 6.1.5. In case of impossibility to perform obligations or inactivity for any reason, the authority of the arbitrator shall be terminated upon his/her own application or by the chairman of the **Permanent arbitration court** at own initiative or upon justified written application of one of the **Parties**;
- 6.1.6. A **Party** which intends to waive the arbitrator is required to submit written application on waiver to the chairman of the **Permanent arbitration court** and the arbitrators within 7 (seven) calendar days after the day it became known to such **Party** that such arbitrator was appointed or any other circumstances envisaged by the **Legislation** which can serve as a basis for such waiver. The application should state the reasons and motives of waiver. If the arbitrator under consideration does not self-waive the right or if the other **Party** disproves such waiver within 7 (seven) calendar days after submission of the application on waiver of the right, in such case the issue is considered by the chairman of the **Permanent arbitration court** within 7 (seven) days after expiry of this term. Such decision of the chairman of the **Permanent arbitration court** is final and is not subject to further claiming and the **Parties** agree not to address the court to waive the arbitrator;
- 6.1.7. Within 7 (seven) calendar days after termination of the authority of the arbitrator or waiver/self-waiver, the chairman of the **Permanent arbitration court** appoints the arbitrator from the list of arbitrators of the **Permanent arbitration court**;
- 6.1.8. Prior to hearing the case by the arbitration court or at any stage of hearing, prior to final decision, the **Party** may solicit the chairman of the **Permanent arbitration court** to apply the arbitration claim enforcement measures. Such enforcement measures are mandatory and should be enforced on the basis of the executive order issued by the

chairman of the **Permanent arbitration court**. Based on the above condition, the **Parties** agree that there is no need to apply to the court for execution of mandatory enforcement measures and acknowledgement of such measures by the court;

- 6.1.9. Arbitration case hearing shall begin as of the moment of submitting the arbitration claim to the defendant;
- 6.1.10. If the cost of the dispute object does not exceed:
- 6.1.10.1. GEL 50,000 (fifty thousand) or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia as of the date of submitting the arbitration claim) and the dispute is processed by the arbitration court composed of 1 (one) arbitrator, the arbitration court shall proceed with the case without hearing;
- 6.1.10.2. GEL 200,000 (two hundred thousand) or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia as of the date of submitting the arbitration claim) and the dispute is processed by the arbitration court composed of 3 (three) arbitrators, the arbitration court shall proceed with the case without hearing.
- 6.1.11. Arbitration fee or other payments and payables associated with the arbitration as well as expenses shall be borne/compensated by the losing **Party**.
- 6.1.12. The defendant is entitled to make a counter claim against the arbitration claim within 7 (seven) calendar days after receiving the arbitration claim. After expiry of such date without any results, it will be deemed that the defendant refused to make the counter claim.
- 6.1.13. The arbitration adjudication shall be made within 30 (thirty) calendar days after commencement of the arbitration case hearing. If necessary, this term may be extended to the reasonable term not exceeding the term established by the **Legislation**. The arbitration adjudication comes into effect as of the moment of its issuance. The chairman of the arbitration court within 5 (five) **banking days** after making decision, which shall contain the motivation part together with other mandatory components, shall deliver the decision to the chairman of the **Permanent arbitration court** and such decision shall be given to the **Party** upon its written or verbal request.
- 6.1.14. Each **Party** is entitled to require from the arbitration court within 10 (ten) calendar days after receiving arbitration decision but not later than within 30 (thirty) calendar days after making arbitration decision, to:
 - 6.1.14.1. rectify an error made in the calculations of the arbitration decision, writing, typing or other similar errors;
 - 6.1.14.2. give clarification with regard to any particular issue of the arbitration decision or with regard to any part of this decision; Make additional decision with regard to the requirements which were stated in the course of arbitration hearing, but were not reflected in the decision.
- 6.1.15. All communications between the **Parties**, **Permanent arbitration court** and arbitration court shall be held through the chancellery of the **Permanent arbitration court**.
- 6.1.16. The rules of hearing arbitration dispute and procedural issues on making arbitration decision which are not regulated neither by the **Agreement** nor the regulation/charter of the **Permanent arbitration court** or the **Legislation**, shall be resolved by the chairman of the **Permanent arbitration court**, and after establishment of the arbitration court – by the arbitration court.

7. Terms of the Agreement Applied to the Contractor

- 7.1. For the purposes of the **Agreement** and/or **Other agreement associated thereto** the terms and conditions of the **Agreement** and/or **Other agreement associated thereto** shall apply in full to the **Person** included in the definition of the "**Contractor**" except the cases when due to the legal status (natural person, legal entity or other organizational formation. Also, physical person's age) of the respective **Person** a specific term cannot apply to such **Person**.
- 7.2. In cases when a **Party** to the **Agreement** and/or **Other agreement associated thereto** is represented by more than one **Contractor**:
 - 7.2.1. Each such **Contractor** is a solidary debtor towards the **Bank** as regards the obligations arising from the **Agreement** and/or **Other agreement associated thereto**;
 - 7.2.2. Joint responsibility of each **Contractor** is effective regardless existence/non-existence of additional obligation issued in any form (including security and/or guarantee) to secure any obligation arising from the **Agreement** and/or **Other agreement associated thereto** in favour of the **Bank**;
 - 7.2.3. The facts related to one of the **Contractors** are used in reference to other **Contractors** provided that no use by the **Bank** of its rights related to any of the **Contractors** (in full or partially) does not apply to other **Contractors** and neither relieve them of their respective obligations;
 - 7.2.4. In case of breach of the **Agreement** and/or **Other agreement associated thereto** by one of the **Contractors**, the **Bank** is authorized to make respective claim/claims to any of the **Contractors** and enjoy towards him/her/it the rights defined by the **Agreement** and/or **Other agreement associated thereto** and/or established by the **Legislation**.

8. Other conditions

- 8.1. In order to ensure implementation of the **Agreement** and/or **Other agreement associated thereto** the **Parties**:
 - 8.1.1. The **Parties** shall decide the issue of charging expenses related to the **Agreement** (including, without limitation, expenses associated with the conclusion and execution of the **Agreement** and/or any other expenses related to it) (if any) through mutual agreement in verbal or written form;
 - 8.1.2. Are authorized to use in full and duly the rights defined by the **Agreement**, **Other agreement associated thereto** and/or applicable **Legislation**;
 - 8.1.3. Are obliged to fulfill in full and duly the obligations defined by the **Agreement**, **Other agreement associated thereto** and/or applicable **Legislation**.
- 8.2. The **Parties** confirm that the contents of the **Agreement** explicitly expresses the will of the **Parties** and that the expression of such will occurred as a result of reasonable judgment of the contents of the **Agreement** and not solely based on literary meaning.
- 8.3. Each and every right which is granted to the **Party** as a result of breach by the other **Party** of the **Agreement**, **Other agreement associated thereto** and/or full or partial breach of the **Legislation** is collective and shall add to all other rights granted by the **Agreement**, **Other agreement associated thereto** and/or the **Legislation**.
- 8.4. No use by the **Party** of the rights granted by one of the **Parties** to the other with regard to full or partial breach of the **Agreement**, **Other agreement associated thereto** and/or **Legislation** shall not apply to any subsequent breach of the **Agreement**, **Other agreement associated thereto** and/or **Legislation**.
- 8.5. Annulment of any of the article(s), paragraph(s) and/or sub-paragraph(s) of the **Agreement** and/or **Other agreement associated thereto** shall not cause annulment of the **Agreement** and/or **Other agreement associated thereto** or other article(s), paragraph(s) and/or sub-paragraph(s) of the **Agreement** and/or **Other agreement associated thereto**. Instead of the annulled provision, new provision will be used which will allow easier achievement of the goal envisaged by the **Agreement** and/or **Other agreement associated thereto** (including by annulled provision).
- 8.6. Words used in singular in the **Agreement** and/or **Other agreement associated thereto** imply plural and vice versa, as the context may require.
- 8.7. Articles, paragraphs and or sub-paragraphs of the **Agreement** and/or **Other agreement associated thereto** are numbered and titled for convenience and this fact has no significance for the purposes of interpretation of the **Agreement** and/or **Other agreement associated thereto**.
- 8.8. Highlighted text in the **Agreement** and/or **Other agreement associated thereto** is given for setting off the terms, for convenience, and this fact has no significance for the purposes of interpretation of the **Agreement** and/or **Other agreement associated thereto**.
- 8.9. Article(s), paragraph(s) and sub-paragraph(s) of the **Agreement** fully apply to the **Annex** of the **Agreement** and **Other agreements associated thereto**. Furthermore, in case of controversy between the terms of the **Agreement**, **Annex** to the **Agreement** or **Other agreement associated thereto**, the terms of such **Annex** and **Other Agreements** shall prevail with regard to the issues regulated by such **Annex** or **Other agreement associated thereto**.
- 8.10. For the avoidance of any doubt and/or dispute, the **Contractor** must sign each page of the copy of the **Agreement** and/or **Other agreement associated thereto** (including **Annex**, except **Specific Conditions** posted on **web-page**) stored at the **Bank**.

- 8.11. The **Bank** is authorized to deliver information related to the **Agreement** and/or **Other Agreements associated thereto** to the **Third Party** for the purpose of exercising the rights of the **Bank** resulted from failure to perform or dully perform the conditions of the **Agreement** and/or **Other Agreements associated thereto** by the **Contractor**, and/or for monitoring of fulfillment the conditions of the **Agreement** and/or **Other Agreements associated thereto** by the **Contractor**.
- 8.12. The **Agreement** and/or **Other agreement associated thereto** with their liabilities and benefits are mandatory to the legal successors/assignees of the **Parties**, unless otherwise envisaged by the **Legislation**, taking into consideration the contents of the **Agreement** and/or **Other agreement associated thereto** and/or its/their article(s), paragraph(s) and sub-paragraph(s).
- 8.13. The **Contractor** shall not, without prior written consent of the **Bank**, transfer to the **Third party** the obligations assumed or the rights granted to it under the **Agreement** and/or **Other agreement associated thereto** (including **Annex**). Refusal of the **Bank** excludes the possibility of any above indicated actions and/or execution of treaty and accordingly any action exercised through breach of this rule is void and shall not bear legal consequences unless otherwise explicitly envisaged by the **Legislation** in particular cases. Furthermore:
- 8.13.1. On the bases of consent of the **Bank**, **Contractor** is entitled to transfer his/her/its rights and obligations defined by the **Agreement** fully or partially to the **third party** (hereinafter – **Sub-contractor**);
- 8.13.2. **Bank** is entitled to demand from **Contractor** at any time, and in this case **Contractor** is obliged to send to the **Bank** the true copies of the agreements concluded with **Sub-contractor**. These agreements shall be sent to the **Bank** in the term defined by the **Bank** verbally or in writing, or, if the term is not defined by the **Bank**, in 10 (ten) calendar days after **Bank's** demand. None of the agreements concluded with **Sub-contractors** relieve the **Contractor** of obligations defined by the **Agreement** and/or **Other agreement associated thereto**;
- 8.13.3. Responsibility for non-fulfillment and/or improper fulfillment by the **Subcontractor** of the obligations stipulated by the **Agreement**, including explicitly for any damage (loss), shall be imposed on the **Contractor**, no matter if the **Bank** participated in the **Subcontractor's** selection;
- 8.13.4. This provision does not exclude the right of the **Bank** to accept performance from the **Third party**.
- 8.14. Termination of the **Agreement** and/or **Other agreement associated thereto** in full or partially does not relieve the **Contractor** from the discharge (payment) in full and properly of obligations assumed under the **Agreement** and/or **Other agreement associated thereto** and/or the obligations established by the **Legislation** (including the part of obligations, towards which the **Bank** has the interest) before the moment of coercive or voluntary enforcement of such obligation.
- 8.15. If the results (responsibility) of termination of the **Agreement** and/or **Other agreement associated thereto** in full or partially are not stipulated by the **Agreement** and/or **Other agreement associated thereto**, the **Parties** shall be guided by the applicable **Legislation**.
- 8.16. The **Agreement** is interpreted and regulated according to the **Legislation**. In cases not envisaged by the **Agreement** and/or **Other agreement associated thereto**, the **Parties** shall adhere to the norms established by the **Legislation** regulating relevant relationships and/or additionally agreed terms.
- 8.17. The **Agreement** and/or **Other agreement associated thereto** are made in the Georgian language. If any of the **Parties** does not understand Georgian and/or its writing, or the **Parties** or one of the **Parties'** wishes, then **Agreement** and/or **Other agreement associated thereto** may be drawn up in other languages acceptable to the **Parties**. When interpreting the **Agreement** and/or **Other agreement associated thereto**, Georgian version shall prevail. These norms also apply to the relations between the **Parties** and/or design or interpretation of the **Agreement** and/or **Other agreements associated thereto** or any other document.
- 8.18. One identical counterpart of the **Agreement** shall be handed out to the **Parties**.