

The Government of Montenegro, represented by _____, _____
(hereinafter: the **Government**)

and

_____, TIN: _____, represented by _____, _____
(hereinafter: the **Incentive Beneficiary**),

(hereinafter each of them individually referred to as: a **Party**, and collectively as: the **Parties**),

WHEREAS:

- *The Government of Montenegro, at its session of 28 December 2015, adopted the Decree on Direct Investment Incentives ("Official Gazette of Montenegro", No. 80/15) (hereinafter: the **Decree**);*
- *Pursuant to the Decree, on __/__/2016, a public notice was published of participation in the process of awarding financial incentives for encouraging direct investment (hereinafter: **Public Notice**);*
- *The deadline for submission of applications for participation in the process of awarding financial incentives for encouraging direct investment (hereinafter: the **Application**) expired on __/__/2016 at __: __h;*
- *On __/__/2016 at __: __ h, the Incentive Beneficiary submitted to the Secretariat for Development Projects (hereinafter: **Secretariat**) the correct Application and supporting documentation, as stated by the Secretariat in the Report on the evaluation of correctness of Applications, No. ____ of __/__/2016;*
- *On __/__/2016 at __: __ h, the Applications were opened in the premises of the Secretariat, and it was stated in the minutes of the opening session that the Applicant _____ from _____ submitted a timely application for the award of direct investment incentives;*
- *In the Report on analysis of compliance of investment projects with planning documents of Montenegro, No. ____ of __/__/2016, the Secretariat stated that the investment project of the Incentive Beneficiary: "_____" is in compliance with the planning documents and development plans of Montenegro;*
- *The Government of Montenegro issued the Decision on the appointment of the Committee for the evaluation of investment projects in the process of the award of incentives for direct investment, No. ____ of __/__/2016 (hereinafter: the **Committee**);*
- *On __/__/2016, the Committee prepared the Report on the evaluation of investment projects related to the Public Notice of participation in the process of the award of incentives for direct investment published on __/__/2016 and proposed the Government to pass a decision on the award of the investment incentives;*
- *The Government issued the Decision on the award of financial incentives for direct investment (hereinafter: the **Decision**), No. ____ of __/__/2016, providing, inter alia, in Article 1, that financial incentives for encouraging direct investment*

(hereinafter: **Incentives**) in the amount of € _____ (in words: _____ euros)
be awarded to the Incentive Beneficiary,

NOW, THEREFORE, the Parties have entered into the following:

**AGREEMENT
ON THE USE OF DIRECT INVESTMENT INCENTIVES**

1. INTERPRETATION

1.1 Interpretation and definitions referred to in Articles 1 and 2 below shall apply to this Agreement.

1.2 All terms defined herein shall have the meaning so defined whenever used in any annex to this Agreement or any other document related to the Agreement, unless otherwise specified in such documents.

1.3 Unless otherwise indicated, any reference to an article, paragraph, annex or part of annex shall be reference to the article, paragraph, annex or part of annex of this Agreement.

1.4 In the event of inconsistency or contradiction of any provision of this Agreement with provisions of the annexes hereto or the submitted Application, the provisions of this Agreement shall prevail.

1.5 Reference to any document shall include reference to any future amendments thereto, as well as to substitutes of the original document referred to in this Agreement.

1.6 Reference to the Incentive Beneficiary shall include reference to the legal successors of the Incentive Beneficiary.

2. DEFINITIONS

“Bank Guarantee for the Application“: shall mean an unconditional and irrevocable bank guarantee for € 5,000 (in words: five thousand euros), payable at first call and issued by (insert name of commercial bank) in favour of the Government, with a validity until (insert the date that is 180 days from the date of opening of Applications pursuant to the Decree), which may be extended upon request of the Competent Authority.

“Performance Guarantee“: shall mean unconditional and irrevocable bank performance guarantees, payable at first call, without protest, issued by a commercial bank registered in Montenegro in favour of the Government, and submitted by the Incentive Beneficiary together with the Disbursement Request to the Competent

Authority pursuant to Article 6 of this Agreement, in the form and substance as provided in the form in Annex 3 hereto.

“Financial Year”: shall mean a period of 12 months starting on 1 January and expiring on 31 December.

“Financial Statements”: shall mean financial statements of the Incentive Beneficiary prepared in accordance with the Law on Accounting and Auditing (*Official Gazette of Montenegro*, No. 69/05, 80/08 and 32/11) and this Agreement.

“Investment Project”: shall mean the project “_____” implemented in _____, for the funding of which financial incentives will be awarded to encourage direct investment in accordance with the Decision and this Agreement and for which direct investment will be made, and which is presented in part of Annex 1 hereto.

“Tangible Investment”: shall mean investment in land, buildings, production plants, machines and equipment, and shall also include the cost of lease of business premises in which the investment project is implemented and investment in leased land, buildings and production plants, provided that the lease period is not shorter than ten years from the date of signing this Agreement.

“Governing Law”: shall mean substantive and procedural law of Montenegro.

“Competent Authority”: shall mean the Secretariat for Development Projects, in accordance with the Decree on the Organization and Manner of Work of State Administration (*Official Gazette of Montenegro*, No. 5/12, 25/12, 44/12, 61/12, 20/13, 17/14 and 6/15), or other authority in charge of development projects that is responsible for conducting the process related to the Public Notice and for other activities defined in the Decree.

“Intangible Investment”: shall mean investment in patents and licences in accordance with legislation governing state aid, which is subject to calculation of depreciation and which is used by the Incentive Beneficiary and recorded in the Incentive Beneficiary’s balance sheet.

“New Employee”: shall mean a person permanently employed on jobs in the activities for which the Investment Project is carried out, thereby increasing the number of employees with the Incentive Beneficiary in Montenegro.

“Investment Commitment”: shall mean commitment of the Incentive Beneficiary to make investment within the time, in the amount and in the way as defined in the Investment Project and Articles 4.1 and 4.2 of this Agreement.

“Employment Commitment”: shall mean commitment of the Incentive Beneficiary to ensure, for purposes of implementation of the Investment Project, employment of ____ (in words: _____) New Employees within the time and in the way defined in this Agreement.

“Eligible Investment Costs”: shall mean the costs of investment in the Investment Project, consisting of the amount of Tangible Investment and the amount of Intangible Investment, and excluding the cost of setting up a distribution network connected to exports, pursuant to the legislation governing state aid.

“Guaranteed Employment Period”: shall mean a period during which the Incentive Beneficiary is obligated to retain the relevant number of New Employees, which is at least (three years for small and medium companies and five years for large companies) after the expiry of the Investment Project Implementation Period.

“Investment Project Implementation Period”: shall mean a period during which the Incentive Beneficiary shall, in accordance with the Investment Project and this Agreement, meet the Investment Commitment and Employment Commitment, which is equal to ___ years from the date of signing this Agreement.

“Insolvency Proceedings”: shall mean bankruptcy and liquidation proceedings as stipulated by provisions of the Insolvency Law (*Official Gazette of Montenegro*, No. 1/11).

“Disbursement Request”: shall mean a request submitted by the Incentive Beneficiary to the Competent Authority, in the form and substance as presented in Annex 2 hereto, on the basis of which awarded incentives shall be disbursed pursuant to Article 5 below.

3. SUBJECT OF AGREEMENT

3.1 The subject of this Agreement is the award of Incentives to the Incentive Beneficiary for the implementation of the Investment Project “_____” in _____, in the total amount of € _____ (in words: _____ euros), or € _____ (in words: _____ euros) per New Employee, as well as the definition of the terms and conditions for the use of such Incentives.

4. INVESTMENT PROJECT

4.1 The Incentive Beneficiary undertakes to complete the Investment Project during the Investment Project Implementation Period both in quantitative and qualitative terms, pursuant to the Decree, this Agreement and the Application, and to be the sole owner and user of the property acquired through direct investment.

4.2 The Incentive Beneficiary undertakes to meet the Investment Commitment during the Investment Project Implementation Period, that is to make total investment in the amount of € _____ (in words: _____ euros), of which Tangible and Intangible Investment shall amount to € _____ (in words: _____ euros).

4.3 The Incentive Beneficiary undertakes to meet the Employment Commitment during the Investment Project Implementation Period, that is to hire _____ (in words: _____) New Employees.

4.4. The New Employee referred to in Article 4.3 above shall not be a person employed on the basis of reorganization of the Incentive Beneficiary or reassignment from parent company or subsidiary company or other related parties of the Incentive Beneficiary.

4.5 At the proposal of the Committee, and after obtaining the opinion of the Competent Authority, the Government may extend the Investment Project Implementation Period, if the Incentive Beneficiary was unable to complete the Investment Project within the time specified in this Agreement for reasons that could not have been foreseen at the time of the conclusion of this Agreement, for no longer than five years from the date of this Agreement.

4.6 In the event of the extension referred to in Article 4.5 above, the Incentive Beneficiary shall submit the Performance Guarantee or other security instruments, with a validity period proportionate to the extension of the Investment Project Implementation Period.

5. DISBURSEMENTS

5.1 The Incentives referred to in Article 3.1 above shall be paid to the Incentive Beneficiary in instalments equal to one-third of the overall amount awarded, as follows:

1) the first instalment amounting to € _____ (in words: _____ euros), within 90 (in words: ninety) days from the date of submission of the Performance Guarantee referred to in Article 6.1 below;

2) the second instalment amounting to € _____ (in words: _____ euros), within 90 (in words: ninety) days from the date as of which the Incentive Beneficiary has submitted independent auditor's report confirming that 50% of Eligible Investment Costs of the Investment Project have been expended;

3) the third instalment amounting to € _____ (in words: _____ euros), within 90 (in words: ninety) days from the date of completion of Investment Commitment and Employment Commitment.

5.2 Disbursement of the amount awarded shall be made on the basis of an orderly Disbursement Request, submitted by the Incentive Beneficiary together with the Performance Guarantee pursuant to Article 6 below, and the documents proving the fulfilment of the conditions referred to in Article 5.1 above.

5.3 The Incentive Beneficiary shall submit the Disbursement Request referred to in Article 5.2 above to the Competent Authority.

5.4 Upon receipt of the Disbursement Request referred to in Article 5.2 above, the Competent Authority shall verify whether the conditions for the disbursement of funds under Article 5.1 above have been fulfilled.

5.5 Disbursement of the Incentives upon the approval of the Competent Authority shall be made by the state authority responsible for finance.

5.6 The amounts awarded shall be paid by transfer to the business account of the Incentive Beneficiary indicated in the Disbursement Request.

6. SECURITY INSTRUMENTS

6.1 Within three months from the date of this Agreement, along with the Disbursement Request for the first instalment, the Incentive Beneficiary shall submit to the Competent Authority the Performance Guarantee for the amount of the Incentives allocated by the first instalment, i.e. for the amount of € _____ (in words: _____ euros).

6.2 The Performance Guarantee referred to in Article 6.1 above shall have a validity period of three years from the date of issue.

6.3 Together with the Performance Guarantee referred to in Article 6.1 above, the Incentive Beneficiary shall deliver two signed blank promissory notes with the signed authorization to pay, in the format presented in Annex 4 hereof, for the payment of statutory default interest in the case of default hereunder and a call on the Performance Guarantee/s referred to herein.

6.4 Upon receipt of the Performance Guarantee referred to in Article 6.1 above and blank promissory notes referred to in Article 6.3 above, the Competent Authority shall return the Bank Guarantee for the Application to the Incentive Beneficiary.

6.5 Statutory default interest shall be calculated for the period from the date of disbursement of each instalment paid until the date of repayment of the total amount disbursed.

6.6 If the Incentive Beneficiary fails to provide the Performance Guarantee referred to in Article 6.1 above and/or two signed blank promissory notes with the signed authorization to pay referred to in Article 6.3 above within three months from the date of this Agreement, the Agreement shall be terminated, the Government shall have the right to withdraw the Bank Guarantee for the Application, and the Incentive Beneficiary shall not have the right to claim damages.

6.7 The Performance Guarantee for € _____ (in words: _____ euros), i.e. for the amount of the Incentives granted by the second instalment, with a validity period of three years from the date of issue, shall be delivered to the Competent Authority by the Incentive Beneficiary together with the Disbursement Request for the second instalment.

6.8 The Performance Guarantee for € _____ (in words: _____ euros), i.e. for the total amount of the Incentives granted, with a validity period of three years and six months from the date of issue, i.e. from the date of completion of the Investment Commitment and the Employment Commitment, shall be delivered to the Competent Authority by the Incentive Beneficiary together with the Disbursement Request for the third instalment.

6.9 Upon the submission of the Performance Guarantee referred to in Article 6.8 above, the Competent Authority shall return to the Incentive Beneficiary the Performance Guarantees referred to in Articles 6.1 and 6.7 above.

6.10 The Government will have the right to charge the full amount of the Bank Guarantee/s in case of default on any obligation by the Incentive Beneficiary, in accordance with Article 9 below.

7. REPORTING AND OVERSIGHT

7.1 The Incentive Beneficiary shall report to the Competent Authority on the implementation of the Investment Project and submit to the Competent Authority yearly independent auditor's reports that will contain information on:

- a) the Incentive Beneficiary's operations, i.e. reports on the audit of Financial Statements;
- b) the value of Eligible Investment Costs of the Investment Project and
- c) the number of employees.

7.2 Upon the request of the Competent Authority, the Incentive Beneficiary shall also supply other documents and additional information concerning the fulfilment of Investment Commitment and Employment Commitment.

7.3 After completion of the Investment Project, the Incentive Beneficiary shall deliver to the Competent Authority independent auditor's report on the completion of the Investment Project and on the fulfilment of Investment Commitment and Employment Commitment.

7.4 The Competent Authority shall once a year submit the report on the implementation of the Investment Project to the Government.

8. GUARANTEED EMPLOYMENT

8.1 The Incentive Beneficiary undertakes to retain in continuity during the Guaranteed Employment Period ____ (in words: _____) New Employees, who have been hired during the Investment Project Implementation Period pursuant to Article 4.3 above.

8.2 The Incentive Beneficiary shall make it possible for the Competent Authority or the person designated by the Competent Authority to control the employment during the Guaranteed Employment Period as well as to have access to the documentation, provided that:

- a) written notice of the intended control and access has been delivered to the Incentive Beneficiary at least five working days in advance and
- b) persons exercising access to confidential documents and information have committed to the confidential treatment of such data, in accordance with legislation governing the protection of data which represent business secret.

8.3 If during the period of Guaranteed Employment Period, the Competent Authority or the person referred to in Article 8.2 above find out that the Incentive Beneficiary has not retained the relevant number of New Employees in continuity during the Guaranteed Employment Period, the Government shall be entitled to terminate this Agreement, upon proposal of the Competent Authority.

8.4 In the event of termination under Article 8.3 above, the Incentive Beneficiary shall repay all funds paid to the Incentive Beneficiary in accordance with this Agreement to the budget of Montenegro, plus the statutory default interest.

8.5 The Incentive Beneficiary undertakes, for the Guaranteed Employment Period, to seek prior approval of the Government for any status change, change of legal form, transfer of shares to a related or other party or establishment of another legal entity with its property or any other change in ownership structure.

8.6 The Incentive Beneficiary may change the business name, address, and legal representative, which shall be notified to the Competent Authority in writing without delay, not later than five working days from the occurrence of such change.

9. TERMINATION

9.1 Upon the proposal of the Competent Authority, the Government will terminate this Agreement, by sending written notice to the Incentive Beneficiary, if:

- a. it has been established that the Incentive Beneficiary has submitted incorrect data in the Application and supporting documents or has not provided information that would have had a significant impact on the Decision;
- b. the Incentive Beneficiary fails to meet any obligation referred to in Article 4 above;
- c. the Incentive Beneficiary fails to deliver any Performance Guarantee/s and/or two signed promissory notes with written authorization for payment, pursuant to this Agreement;
- d. the Incentive Beneficiary is late on any stage of implementation of the Investment Project more than 60 (in words: sixty) days;

- e. the Incentive Beneficiary fails to deliver any report or notice that is required under this Agreement even within additional 15 (in words: fifteen) days after being warned about the delay by the Competent Authority;
- f. the Incentive Beneficiary fails to meet any obligation referred to in Article 8 above;
- g. a liquidation or bankruptcy proceeding has been initiated over the Incentive Beneficiary during the Investment Project Implementation Period or during the Guaranteed Employment Period;
- h. the Incentive Beneficiary has ceased to exist or any action that might lead to the cease of the Incentive Beneficiary's existence has been taken;
- i. the Incentive Beneficiary has performed a breach of any other obligation under this Agreement and failed to remedy it within 30 (in words: thirty) days from the receipt of written warning by the Competent Authority or the Government.

9.2 In the event of termination hereof, within 30 (in words: thirty) days of receipt of notice of termination of this Agreement, the Incentive Beneficiary shall refund the sum that is equal to the amount of all monies that the Incentive Beneficiary received under this Agreement. In any event, the Incentive Beneficiary shall be liable for obligations in connection with this Agreement up to the amount of monies received plus statutory default interest.

9.3 If the Incentive Beneficiary fails to refund the received Incentives within the time and as required in Article 9.2 above, the Government will charge the full amount of the Performance Guarantee/s and the promissory notes in accordance with the Agreement.

9.4 In the event of termination of this Agreement for any reason, the Incentive Beneficiary hereby accepts not to have a right to claim damages on any grounds.

10. ENVIRONMENTAL PROTECTION

In the conduct of the Incentive Beneficiary's business activity, the construction, the execution of works, plant operation and performance of other activities, the Incentive Beneficiary shall ensure the rational use of natural resources, include the costs of environmental protection in the investment and production costs, and plan and take measures to prevent environmental degradation in accordance with the Governing Law.

11. BUSINESS BOOKS AND RECORDS

11.1 The Incentive Beneficiary shall keep books in accordance with the Governing Law to show income and expenses from operations. Business books and other books and records will be available at all reasonable times to the representative of the Competent Authority for the purposes of control.

11.2 The Incentive Beneficiary shall conduct its business in compliance with the Investment Project and this Agreement.

12. TRANSITIONAL AND FINAL PROVISIONS

12.1 Any disputes in connection to the execution of the provisions of this Agreement shall be resolved amicably.

12.2 In the event that it is not possible to resolve a possible dispute amicably, such dispute arising out of or in connection with this Agreement shall be submitted to the jurisdiction of the Commercial Court in Podgorica.

12.3 This Agreement shall be governed by and construed in accordance with the Governing Law.

12.4 Termination of this Agreement shall not apply to Article 6 above, which shall apply until the total collection of the Incentives as defined in that Article.

12.5 The Incentive Beneficiary cannot assign this Agreement or transfer any right, claim, obligation or liability under this Agreement or related to it, to any person, without prior written consent of the Government.

12.6 This Agreement may be amended or supplemented only in writing, upon the approval and signature of the Parties.

12.7 This Agreement constitutes the entire and only agreement between the Parties regarding the subject matter of this Agreement and it has to be certified by the Incentive Beneficiary.

12.8 The Parties agree that this Agreement and its annexes are business secrets and will not allow third parties to access or disclose information contained in the Agreement and its annexes, without prior written consent of the other Party.

12.9 Exception to the confidentiality obligation under Article 12.8 of this Agreement is the information that is already publicly available or that the Party is required to disclose upon the order of a competent state authority.

12.10 All forms of communication that are in connection with this Agreement, including, without limitation, telephone, electronic correspondence, written business correspondence, are covered by the confidentiality obligation under Article 12.8 above.

12.11 The obligation to maintain confidentiality referred to in Articles 12.8 and 12.10 above shall remain in force during the whole period of validity of the Agreement as well as after the termination hereof without any time limit.

12.12 This Agreement is made in four copies, of which two shall be kept by each of the Government and the Incentive Beneficiary.

12.13 This Agreement shall be considered concluded and shall enter into force on the day of the signature hereof.

In Podgorica, on __/__/2016

THE GOVERNMENT OF MONTENEGRO

THE BENEFICIARY

Annex 1
INVESTMENT PROJECT AND BUSINESS PLAN

**Annex 2
Disbursement Request Form**

**REQUEST FOR DISBURSEMENT OF FINANCIAL INCENTIVES FOR ENCOURAGING
DIRECT INVESTMENT AWARDED ACCORDING TO THE DIRECT INVESTMENT
AGREEMENT ENTERED INTO IN PODGORICA ON _____
BETWEEN THE GOVERNMENT OF MONTENEGRO AND _____**

INCENTIVE BENEFICIARY: _____

TAX IDENTIFICATION NUMBER: _____

AUTHORIZED OFFICER: _____, Executive Director

TRANSACTION / BUSINESS ACCOUNT: _____

NAME OF BANK: _____

**NUMBER AND DATE OF THE DECISION ON THE AWARD OF DIRECT INVESTMENT
INCENTIVES:** _____, of _____

SUBJECT: Request for disbursement of the _____ instalment of the amount awarded
for encouraging investment with reference to the investment project:
“ _____ ” in _____

**Pursuant to the Agreement on the use of direct investment incentives and the
supporting documentation on the implementation of the investment project, we
hereby present the request for disbursement of the _____ instalment of the
amount awarded for encouraging investment amounting to € _____ (in words:
_____ euros).**

ENCLOSURES:

1. _____;
2. _____;
3. _____;
4. _____.

PLACE AND DATE: _____, _____

L.S.

AUTHORIZED SIGNATURE

Annex 3
Performance Guarantee Form

PERFORMANCE GUARANTEE

BENEFICIARY: The Government of Montenegro (hereinafter: **"Incentive Beneficiary"**).

PRINCIPAL: _____, TIN: _____, which is registered, pursuant to the Governing Law, in the Central Registry of Business Entities, under the registration number _____, with the head-office in _____ - _____, represented by _____, the Executive Director (hereinafter: **"Principal"**).

Pursuant to the request of the Principal dated [*insert date of the request for issuing a guarantee*] and the Agreement on the use of direct investment incentives (hereinafter: **"Agreement"**), entered into between the Incentive Beneficiary and the Principal on [*insert date of entry into the Agreement*],

we, [*insert bank details*] (hereinafter: **"Bank"**), issue this Guarantee for:

€ _____
(in words: _____ euros)
(hereinafter: **"Guaranteed Amount"**)

The Bank hereby **unconditionally and irrevocably guarantees, without right of objection**, to pay to the Incentive Beneficiary the total or partial sum not exceeding the Guaranteed Amount, upon first demand of the Incentive Beneficiary submitted in the form of a written request (hereinafter: **"Request for Payment"**), containing a written confirmation that:

- the Agreement has been terminated for the reasons foreseen, inter alia, in Article 9 of the Agreement or due to any other default by the Principal that led to the termination of the Agreement and/or
- any other circumstances foreseen by the Agreement have occurred, with a consequence of calling on the Guarantee.

We confirm and accept that you do not have to inform us of any reasons for the collection of this Guarantee, other than the reasons stated above, or to send us any proof of your right to call on this Guarantee.

The Request for Payment should be sent to us, to the address below:

(Name of Bank)
(Address)
(Attention) (.)
(Fax) (.)

The Request for Payment must be accompanied by the original Guarantee.

This Guarantee shall enter into force on the date of the issuing hereof and shall remain valid until _____ [*insert date of expiry of validity of the Guarantee pursuant to Articles 6.2 and 6.7 or 6.8 of the Agreement*].

Accordingly, the Request for Payment under this Guarantee must be received by us on or before the day of expiry of validity of the Guarantee.

After the expiry of the validity of the Guarantee, the original Guarantee should be returned to us, but regardless of whether it has been returned to us or not, after the mentioned date, we will consider the subject Guarantee null and void.

Any dispute arising out of this Guarantee shall be submitted to the jurisdiction of the Commercial Court in Podgorica, with the application of the Governing Law.

This Guarantee is executed in 1 (one) original belonging to the Incentive Beneficiary and 2 (two) copies, of which one for the Principal and the other one for the Bank.

[Insert place], [insert date]

[Name of Bank]

*[Insert name and surname, signature and title
of the Bank representative]*

**Annex 4
Form of Authorization to Pay under Promissory Note**

(Receipt seal by Creditor)
GOVERNMENT OF MONTENEGRO SECRETARIAT FOR DEVELOPMENT PROJECTS No: _____ Podgorica, _____

(Firm of Debtor)

No: _____
Date: _____

**AUTHORIZATION TO PAY UNDER PROMISSORY NOTE
(SPECIAL LETTER OF AUTHORITY)**

Pursuant to the Law on Business Organizations (*Official Gazette of Montenegro*, no. 06/02) and the Bylaws of _____ with the head-office address in: _____, Company ID Number _____, gyro account(s) number _____, the Central Registry of the Commercial Court number _____, represented and acted for by _____, Executive Director (hereinafter: **D e b t o r**) agrees that the Creditor

THE GOVERNMENT OF MONTENEGRO
SECRETARIAT FOR DEVELOPMENT PROJECTS
(full name of the Creditor)

with the head-office in _____, ID number _____, gyro account no. _____, the person authorized to represent _____, may independently fill in _____ the blank promissory note/s held in their possession, of which the Debtor is a drawer, guarantor or acceptor, for a sum that corresponds to the amount of our debt in EUR to the Creditor under the Agreement on the use of direct investment incentives number _____ of _____.

.....

I The authorization to pay refers to all amounts due under the above mentioned grounds and shall remain valid until _____. Upon the expiry of such date, the authorization to pay shall cease to produce legal effect, after which the Creditor will return the authorization to pay and the received promissory notes to the Debtor.

II This authorization is unconditional and irrevocable and transferrable to third party in accordance with the Law.

III The Creditor is authorized to fill in the promissory note/s without notifying the Debtor, and to submit it/them for payment to the bank with which the Debtor has an account, or to domicile the promissory notes at the Creditor's discretion, and the Debtor waives all rights of objection in connection to the above mentioned actions taken by the Creditor related to the above mentioned promissory note/s.

IV By the signature and seal of the authorized signatory, the Debtor confirms awareness of the legal significance of the authorization to pay given herein and that this authorization is given voluntarily and in good faith.

V This authorization is issued in 3 (three) copies, of which the Creditor shall keep 2 (two) and the Debtor 1 (one) copy.

**For the Creditor, I confirm the receipt
of promissory notes and respective authorizations**

D e b t o r
(Authorized signature of the Debtor)

Name and surname _____

Signature and seal _____

(Debtor's seal)