

GENERAL BUSINESS
CONDITIONS

Important notice:

The General Business Conditions is compiled in two languages: Albanian and English. In case of discrepancies in the interpretation between both versions the only legally binding document is the Albanian language version of this document. The General Business Conditions are an integral part of any agreement entered between the Bank and its Clients.

Intesa Sanpaolo Bank Albania

November 2007

GENERAL BUSINESS CONDITIONS

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I. GENERAL CONDITIONS

1. Scope of Application

1.1. The General Business Conditions (hereinafter GBC) govern the general conditions of the banking relationship between physical and juridical persons, domestic and foreign, (hereinafter: the Client) and the Intesa Sanpaolo Bank Albania Sh.A. (hereinafter: the Bank).

1.2. The terms and conditions of the GBC are binding both for the Bank and the Client and are based on applicable legal provisions and international practice in this matter. In the case of separate contracts or transactions between parties, and through observance of legislation provisions of the separate contracts or the specific transaction may deviate from the ones included in the GBC, and in this case such provisions prevail over the GBC.

1.3. All matters not regulated by the GBC or the individual contracts shall be governed by the Albanian Civil Code, applicable regulations of the Bank of Albania and the legal and sub-legal acts applicable in Albania .

2. Acceptance of the GBC

2.1. The Client's acceptance of the GBC shall be a condition precedent for the Bank entering into any contractual relationship with the Client. The Bank provides a copy of the GBC to each of its clients for acceptance otherwise the GBC is available to the Client at the premises of the Bank during regular business hours. The Bank may enter into contractual relationships with the Client after the client accepts the Banks' GBC.

2.2. The Bank shall have the right to modify the GBC at any time.

3. Confidentiality and Banking Secrecy

3.1. The Bank and its employees treat as confidential, according to art. 23 of the Albanian Banking Law (and any modification thereto), bylaws, Regulations of the Bank of Albania and international practice, all information acquired with respect to banking relationship, including, but not limited to the identity and financial status of the Client.

3.2. The Bank may provide a third party with banking information relating to the Client's financial status only if it is authorized by the Client in writing and only to the extent authorized by the Client. However, the Bank may disclose information relating to the Client where pursuant to the legal provisions this information is required by Bank of Albania the Prosecution, Court and Bailiff Office Authorities, central and local Tax Authorities and by any other bodies entitled by law. Customer information may be disclosed to the authorized accounting expert of the Bank, and also in legal procedures for defending the Bank's interests. In such cases, where confidentiality is limited or exempted by law, the Bank shall not be responsible for the consequences.

3.3. The Client takes responsibility for maintenance of business confidentiality of its relationship with the Bank, and any verbal or written agreement in connection therewith. Therefore the Client is obliged not to provide information to any third parties in respect of any verbal or written agreement with the Bank without the Bank's prior written approval. Also the Client is bound not to provide third parties any information about the Bank's operation, and the hereby GBC. A breach of these provisions is considered as a serious violation of the business and legal relationship between the Client and the Bank.

3.4. Notwithstanding the foregoing and subject to applicable law the Client authorizes the Bank to disclose to any of its affiliates, any details regarding the Client and the business relationship between the Client and the Bank that the Bank in its discretion deems to be necessary in connection with the conduct of business with the Client.

4. Co-operation and Information

4.1. The Bank and the Client shall perform their contractual obligations in the spirit of mutual co-operation and good faith. They shall inform each other of all significant facts, circumstances and changes related to their transactions.

4.2. The Client is bound to inform the Bank without delay of any changes affecting his identity or legal status affecting also the banking transactions carried out by Client and make available for the Bank all the necessary acts reflecting the change. In case of losses to the Client or any other third party due to the failure of the Client to meet this obligation, or when this information has been given to the Bank at a time when the loss cannot be averted, the Bank shall have no liability for such losses.

4.3. The Client shall provide all information required by the Bank necessary for the evaluation of the Client. For this purpose the Client shall provide the Bank with a copy of its annual financial statements and allow for examination of its books and accounting records by the Bank during regular business hours upon request of the Bank.

4.4. The Client shall promptly notify the Bank in writing about:

- any change in its financial conditions - including specifically the cases when the Client announces its insolvency or a liquidation procedure has been initiated against the Client in accordance with the provisions of Law No.8017 (and its eventual modification and/or amendments) regarding bankruptcy procedures
- any change in the decision-taking or executive bodies of the company, defined in Law No.7638 "On Commercial Companies", dated 19.11.1992 (and its eventual modification and/or amendments),
- judicial conflicts of any kind or object.

4.5. The Client shall promptly notify the Bank of any change in its economic conditions, which might adversely affect the fulfillment of its contractual obligations towards the Bank.

4.6. Failure to fulfill the liabilities defined in this article, the Bank is entitled, according to its discretion, to dissolve the banking relation with the Client, and as per the case demand the payment of any monetary amount or indemnity against the Client.

5. Representation

5.1. The Bank is a joint stock company incorporated under the Laws and sub-legal acts of Albania. The banking activity is conducted in full compliance with and pursuant to the laws and regulations and other sub-legal acts in force of the Republic of Albania.

5.2. The Bank is entitled prior to entering into any business transaction and at any time thereafter to require proof from the Client of its identity as required under applicable law, however the Bank shall not be held liable for investigating such identification of the Client. The Bank is entitled to make and retain a photocopy for its files of any original documentation presented by the Client, which is to be certified by the Bank as being like the original.

5.3. In case of a company - Albanian juridical person - the Bank shall require authenticated copies of the following documents:

- Memorandum of Association and the Charter of the company

- The certificate of initial registration (for the cases when the company is incorporated as a juridical person and registered in the Enterprise Register after 01.09.2007);
- The court decision for the registration of the company as juridical person; all the court decisions for the deposits in the Enterprise Register; , Tax Registration Certificate, NIPT Number, Fiscal Code, as well as any document certifying the registration at Tax Authorities (for cases when the company is incorporated as juridical person and registered in the Enterprise Register before 01.09.2007);
 - The extract issued by the National Registration Office, with all the data registered and authentic copies of accompanying documents deposited in the Enterprise Register;
 - original copy of the signature of the company representative in charge of Bank relations
 - the power of attorney for the person appointed based on the legislation in force and statutory provisions to represent the company. In addition to what is defined above, the Bank may also require other proofs that based on the Bank's discretion are necessary for entering into banking relations with the Client. The Bank may assume authenticity of such documents however, but may also require confirmation thereof.

5.4. In case of a foreign corporate entity, which opens a Branch or Representation Office in Albanian territory, the Bank shall require authentic copies of the following documents:

- Memorandum of Association and the Charter of the foreign company (when they are special) and the documentation certifying the registration as a juridical person of the foreign company in the foreign jurisdiction;
- The decision or other acts of the respective body of the foreign society for opening the Branch or Representation Office
- The certificate of initial registration (for the cases when the company is incorporated as a juridical person and registered in the Enterprise Register after 01.09.2007);
- the Court Decision for the registration of the Branch and/or Representation Office in the Enterprise Register , all the court decisions for deposits in the Enterprise Register, Tax Registration Certificate, NIPT, Fiscal Code (for cases when the Branch or Representation Office is incorporated and registered in the Enterprise Register before 01.09.2007);
- The extract issued by the National Registration Office, with all the data registered and authentic copies of accompanying documents deposited in the Enterprise Register;
- original copies of specimen signatures of the representative appointed for representing the Branch or the Representation Office in relation with the Bank
- the power of attorney for the person appointed based on the legislation in force and statutory provisions to represent the Branch or Representation Office. In addition to what is defined above, the Bank may also require other proofs that based on the Bank's discretion are necessary for entering into banking relations with the Client.

The Bank may assume authenticity of such documents however, but may also require confirmation thereof.

5.5. The Client shall notify the Bank, in the form required by the Bank, about the names and signatures of the persons authorized to act for or on behalf of the Client. Any power or representation will be considered valid until revoked in writing by the person authorized to do so. The Client shall be responsible for promptly notifying the Bank of

any changes regarding the authorized persons and to ensure that this change has been reflected by the Bank as per its internal procedures. The Client shall indemnify the Bank for any damage or losses caused by the omission of this responsibility. If transactions are effected by the person or persons that have acted on behalf of or in favor of the company, whose representation right, at the moment carrying out the transactions, has expired and if the Bank has not been officially informed by the company on their expiration, the Bank is excluded from any responsibility against the customer and/or third persons. The Bank will be considered in good faith and shall not be held responsible for this reason. The client waives any claim against the Bank and guarantees to take all measures for keeping the Bank undamaged from every claim of third persons concerning amount payback and/or indemnity etc.

5.6. In the event there is a legal dispute with respect to the authorized persons between the partners /shareholders or administrators/directors of a company and one of them notifies the Bank thereof, the Bank shall have the right, according to its sole discretion, to suspend all transactions and effect no banking transactions on behalf of the company, unless the disagreements are settled.

5.7 In the event of changing the company representative in charge of bank relations, a decision taken by the competent decision taking authority of the company and he has not yet been registered in the Trade Register, the Bank may, but it is not bound, suspend the execution of required banking transactions and it bears no responsibility for the execution and/or refusal of required banking transactions until the submission of respective change at the Bank.

6. *Liabilities of the Bank*

6.1. The Bank shall not be liable for damages resulting from acts of domestic or foreign authorities, the denial or late granting of necessary permits by authorities, or caused by enforceable and unavoidable events including but not limited to armed conflicts, revolution, state of national emergency, riot, natural disaster, breakdown or failure of transmission or communication, failure or disruption of any market, strikes, labor disputes or other circumstances beyond the Bank's control (collectively: Force Majeur) and for damages arising from events for which the Bank cannot be held liable, or for damages which result to be caused by actions or inactions of the clients or from events under the Client's control or influence, or from nonconformity or late conformity by the Client with the provisions of the present GBC.

6.2. The Client agrees that the Bank shall have no responsibility or liability to the Client for any decrease due to taxes, imposts or depreciation in the value of funds credited to the account of the Client (which fund may be deposited by the Bank in the Bank's name and subject to the Bank's control with such depositories as the Bank may select), or for the lack of availability of such funds due to restrictions on convertibility and/or transferability, requisitions and/or sequestrations, acts of war or civil strife, distraint of any character, exercise of military or usurped powers, or other similar causes beyond the Bank's control.

6.3. The Bank has the right to select a third party correspondent or agent according to its best judgment, or if the Client in its instruction stipulates a particular third party, to use a third-party correspondent agent to the extent necessary for the performance of the Bank's contractual obligations. The Bank shall exercise due professional care in selecting, advising and controlling such third party but otherwise shall not be liable for the damages deriving from the actions or omissions of this third party. If the liability of the third party is limited by law or business regulations, the liability of the Bank shall be

adjusted accordingly. In case when an account has more than an account holder, the Client agrees that the "SOLE" status of the current account understates that each of them, independently from one another and directly are entitled to require the Bank the execution of every order issued by each of them separately at no amount limitation or act, including banking transactions such as current account debit, cash withdrawal, deposits, transfers, negotiations and any other banking transaction in the account, they hold, except account closure and addition or omission of the persons, in the quality of authorized signatures, on which the account holders decide only together.

The meaning of "JOINT" status is that banking transactions can only be executed with the signature of all account holders who jointly may require the Bank the execution of any order at no amount limitation or act, including but not limited to banking transactions such as debiting, withdrawals, deposits, transfers, negotiations and opening sub-accounts, as well as any other bank transaction in joint account.

The Bank shall not execute certain banking transaction by one or several account holders, irrespective of the purpose and kind of banking transactions required, except when account holders transfer to one or some of them, legally and according to internal rules of the Bank, the right of representation for carrying out certain banking transactions.

7. Means and Forms of Communication

7.1. The Client may use the electronic transmission method of the Bank for communicating with the offices of the Bank. Unless otherwise agreed, the Client may also use registered mail, tested telex or authenticated SWIFT or any other manual transmission when communicating with the Bank. The Bank will only accept instructions from the Client and the individuals appointed by the Client as the representatives who are authorized by the Client to carry out transactions as per their rights of representation.

7.2. The Bank shall have no duty to verify the content or the identity of the sender or conformer of any instruction or communication received by manual transmission and the Client shall be bound to acknowledge them and the Bank is bound to accept them. However the Bank shall have absolute discretion to act or not act according to above instructions and/or request the verification of the authenticity transmission received by manual procedures. The Bank shall be entitled to defer action until verification is delivered by the Client to the Bank.

7.3. The Client acknowledges that the security procedures provided by the Bank are designed to verify the sources of a communication and not to detect errors in transmission or content.

7.4. Except the cases of the Bank's gross negligence, bad faith or will full misconduct as long as the Bank acts in compliance with the General Business Conditions and all applicable laws, the Bank shall be held free from all the responsibilities for damage caused and shall not be liable for any costs or losses, suffered by the Client, arising from fraudulent, duplicate or erroneous manual instructions originated by the Client.

7.5. The Bank enjoys the right to refuse the execution of instructions received without the use of forms drawn up or approved by the Bank or given through other data carriers or means of communication not approved by the Bank.

7.6. The forms, data carriers, equipment and means of communication which the Bank has put at the disposal of the Client must be kept and handled by the Client with due care and shall be used in accordance with the terms and conditions of a specific contract entered into by the Client and the Bank for this purpose.

7.7. If the Client becomes aware of any irregularity such as loss, theft or misuse with respect to these forms. data carriers, equipment of means of communication, the Client

shall immediately notify the Bank. Until the Bank properly receives notification, the Client hereby irrevocably agrees that the Bank is not liable for the consequences caused and immediately, upon the first demand of the Bank, is bound to indemnify and hold the Banks harmless against any type of loss and pay such amounts to the Bank.

7.8. In the event the business relationship between the Client and the Banks is terminated the Client shall promptly return to the Bank all unused forms as well as other data carriers, equipment, software and means of communication provided to the Client by the Bank.

7.9. The Bank accepts all instructions or communication given or made by facsimile subject to a written confirmation to be dispatched to the Bank on the same day. The written confirmation should contain a clear reference to the instructions or other communication given by facsimile and the word "CONFIRMATION" should be marked thereon.

7.10. Unless specifically agreed otherwise the Bank will not accept instructions from the Client via telephone.

8. Place and Time of Execution

8.1. Unless agreed otherwise, the place of execution of the contractual obligations arising from the business relations between the Client and the Bank shall be the premises of the Bank where the Client's account is kept or, in the absence of such account the principal office of the Bank. The Bank premises stand for its head quarters as well as its branches or agencies.

8.2. In case the Bank holds the Client's accounts, the effective date of any payment made by the Client shall be the date on which the Bank debits the Client's account. For credit items received by the Bank in favor of the Client, the Bank will credit the amounts to the Client's account when such amounts become available to the Bank.

8.3. In case the Bank does not hold the Client's accounts, the value date of payment in favor of the Bank is the date when the amount is credited to the account indicated by the Bank.

8.4. The value date of execution of the Bank's liability to pay is the date on which the Bank's account is debited.

9. Delivery of Documents

9.1. Unless otherwise agreed the method of delivery by the Bank shall be decided by the Bank in its sole discretion.

9.2. Unless otherwise instructed by the Client, the Bank shall deliver documents bills of exchange. Checks, and other valuables in its sole discretion exercising due professional care. The costs and the risk of delivery shall be borne by the Client.

9.3. Any mail sent by the Bank to the Client to the address provided by the Client shall be deemed to have been received in the usual time needed for the Post Office to deliver a letter. Any notice by the Bank sent to the telex or telex number, fax or e-mail provided by the Client shall be deemed to have been received on the date of transmission.

9.4. The Client shall promptly inform the Bank if any written notification expected from the Bank has not been received or has not been received in due time. If the Client fails to do so, the Bank shall not be responsible for resultant loss.

II. PAYMENT ORDERS AND BANK ACCOUNTS

10. Acceptance of orders

10.1. Orders must be given in writing or in the form agreed between the Client and the Bank. The Bank shall only accept orders which are in conformity with the requirements of the Bank or which are given on a special form used by the Bank for this purpose, orders which deviate from this requirement may be refused by the Bank by giving a notice to the Client to that effect.

10.2. The Bank examines written instructions of the Client related to its bank account and other banking transactions to verify that the signatures are identical to the submitted signature specimens of the Client. The Bank will refuse to execute instructions, which are not signed in accordance with the signature card available for the Bank and shall notify the Client accordingly. The Bank will not be held liable for the consequences of executing untrue or fraudulent instructions the fraudulent nature of which could not be discovered after taking reasonable care. Damages, losses and/or costs related thereto shall be borne solely by the Client.

10.3. The Bank shall refuse the execution of the order in the case that the Bank notices that the Client is in breach of the referred laws and regulations and shall notify the Client accordingly.

10.4. In executing orders the Bank requires that the Client provide the Bank with the exact and correct data necessary for such execution, in the absence of which the Bank may refuse to execute the order. The Bank is not obliged to verify the correctness and accuracy of any data provided to the Bank by the Client. The Bank shall not be responsible for any damage or loss for the execution of an order, which contains erroneous data.

10.5. Unless agreed otherwise orders shall be accepted by the Bank only during regular business hours. If the Bank receives any mailed or otherwise delivered orders after regular business hours, or if a payment order is received after the pre-set time-frames, these orders will be considered received on the following business day. In accordance with its internal procedures, the Bank stamps all incoming mail or deliveries with the date and exact time of arrival.

10.6. The Bank applies Albanian legislation regarding bank holidays and official holidays. The Bank's business hours may be modified by the Bank at any time.

10.7. The date of execution of a payment order shall be deemed the date on which the Bank receives the instruction from the Client, provided (i) the payment order is received within the timeframe agreed by the Bank and the Client to execute such instruction, (ii) there is sufficient balance, in the relevant Client account on the day the orders are received by the Bank ; the Client has presented to the Bank all documents required by Albanian legislation in order to execute the payment order.

11. Execution of Orders

11.1. The Client accepts that the Bank requires a reasonable period of time to execute orders according to their nature and complexity, the general business practices of banks in Albania and the prevailing laws , regulations and legal acts.

11.2. In case the Client requires an order to be executed which is not in compliance with regular practices or at a specified date, the Bank may require arrangement of defects and within a reasonable time as per its sole decision judgment, suspend the execution of the order. It is in the bank judgment and discretion to decide on the suspension or execution of the order. The Bank shall not be held responsible for the losses caused due to the Customer's fault in filling in the order. The Bank shall be given sufficient time for action, execution or delivery. The Bank shall not be liable for any damage or loss if such sufficient time was not given.

11.3. Unless otherwise agreed, the Bank shall execute orders in the sequence of their arrival. The Bank's records shall apply to the sequence of arrival.

11.4. The telephone calls for the confirmation of payment orders received from the Client are being tape recorded for the protection and safeguard of business interest of the Client and the Bank and shall be qualified as bank secrets and handled in accordance with Section 3 of the present GBC.

11.5. If payment orders cannot be executed due to insufficient credit balance in the Client's account, the Bank may: a) not accept the order; b) execute the Client's order only for the balance available in the account taking in advance the Client's approval or suspend the execution until sufficient credit balance is received and then execute the instructions in order of receipt and according to the original instructions. The Bank takes no liability for failing to execute instructions due to insufficient credit balance.

11.6. The Bank shall notify the Client of the execution of orders in writing. If, within 15 days after receipt of such notification, no objection has been raised by the Client the Bank considers, the execution of the instruction irrevocably accepted by the Client.

12. Withdrawal and Modification of Orders

The Client may withdraw or modify a payment order until the beneficiary of such order has been informed of such order or the Client's account has been debited, whichever occurs first. All costs arising from the withdrawal or modification of a payment order will be the expense of the Client. The Bank takes no liability for the Client's losses arising from the withdrawal or modification of a payment order.

13. Opening of Account

13.1. The Bank will open an account at its discretion and only if the Client provides the Bank with documents proving the identity of the Client in accordance with Section 5 of the present GBC, which are required under applicable law and specific regulations of the Bank of Albania.

13.2. All bank accounts opened and maintained by the Bank contain the Client's name/corporate name and carry an account number as provided for in the account agreement. Where a Client has opened several accounts in its name, such accounts comprise a unity of accounts and are segregated only for accounting purposes and instructions of the Client.

13.3. While the account agreements are in force, the Bank accepts funds transferred in favor the Client and credits these funds to the appropriate accounts.

13.4. The Client may grant authorization over the account to third parties. This authorization must be given to the Bank in a written instrument containing the details and the term of the authorization.

13.5. If the client has not operated with the account for a period of one year, the account will become dormant. A dormant account can be operated after taking off the dormancy status and this can be done only through transactions performed at the counters.

14. Statement of Account

14.1. The Bank will provide the client with periodic account statements, which confirm each debit and credit on the Client's account and the balance of the account only if the

agreement between the parties stipulates it also against a certain reward (the reward and its amount shall be defined and changed as the sole judgment and discretion of the Bank.

14.2. If there are claims in respect of the balance or items on the account must be notified to the Bank in writing within 15 days after the date of the relevant statement, in the absence of which the Bank considers the statement confirmed and irrevocably accepted by the Client.

14.3. The Bank has the right, without giving prior notice to the Client, to correct all errors in credits/debits by debiting/crediting the account at any time. The Bank will notify the Client of the correction by any mean of communication.

14.4. The Bank has put at the customer disposal, the Bank's Mail, service called Hold Mail. Any notification the Bank shall make to its clients as mentioned in the GBC, any statement of account, advice, or other communication produced either manually or by the computer system are available for the customer at the Hold Mail at any time within the Bank's working hours

15. Right of Set-Off

15.1. The Client understands and agrees that credit balances on the accounts serve as cover against the Client's liabilities due to the Bank. If the Client fails to meet any payment obligation towards the Bank when due, the Bank has the right to debit the balance in the Client's account for the liability amount by setting the off the liability.

15.2. If the Client does not meet its payment obligations to the Bank, the Bank has the right to suspend the execution of payment instructions from the account to third parties. The Banks shall not be held liable for any damage or loss resulting from this action.

15.3. Claims denominated in foreign currency shall be set-off at the rate of exchange for purchases of such foreign currency by the Bank, or at such other rate as the Bank may reasonable determine, on the value date of set-off.

III. SPECIFIC TRANSACTIONS

16. Deposits

16.1. The Bank shall accept deposits in lek and foreign currencies from Clients in accordance with applicable regulations of the Bank of Albania.

16.2. Payment of interest on deposits, unless otherwise agreed, is made at maturity of the deposit. The type of interest to be applied - fixed or floating - is agreed upon by the Bank and the Client at the initiation of the deposit transaction.

16.3. The Bank will deduct withholding taxes or other taxes, if any from the interest paid as may be required by Albanian law. The deduction of withholding taxes shall take place on the same value date as that for which the interest is paid.

16.4. For certain types of deposit transactions with special characteristics or in accordance with an agreement between the Bank and the Client, expenses and taxes occurred will be deducted and the Client shall be informed accordingly.

16.5. The Bank shall confirm the agreed terms and conditions of deposits in writing by sending a notification to the Client. Objection in respect of such terms and conditions must be notified to the Bank in writing within 15 days after receipt of such notification, in the absence of which the Bank shall consider the terms and conditions confirmed and irrevocably accepted by the Client.

16.6. The Client agrees that deposits serve for set-off against the Client's liabilities towards the Bank.

17. Credit Facilities

17.1. The Bank may extend credit facilities only in accordance with the terms and conditions of the Bank policy and following a written credit agreement. The Bank may extend any type of credit facility against loan guarantees, acceptable by the Bank. These guarantees may include without limitation, bills of exchange, promissory notes, charge on assets, mortgage, cash collateral deposit, trade fund, collateral guarantee acceptable to the bank, assignments of receivables, securities, as well as real or personal guarantees on movable or immovable objects, rights etc.

17.2. The Bank will assess each credit application on an individual basis and on the merit of the Client's financial legal and economic status at the time of the application, and the quality of the security provided.

17.3. If due to amendment of any law or regulation, or change in the requirement of the Bank of Albania governmental or regulatory authority, there shall be any increase in the costs of the Bank to make, fund or maintain any credit facility, the Client shall reimburse the Bank any amount sufficient to compensate the Bank for such increased costs.

17.4. Regarding the accounts with more than one accountholder it is mandatory to have the consent of all the accountholders in cases of Individual loans granted from the Bank, otherwise the transaction is not void.

18. Bills and Checks

18.1. If the Bank discounts bills or makes payment against checks given to the Bank for Collection, the Bank is entitled to debit the Client with the sum paid by the Bank plus interest and expenses, if such bills and checks are not paid when presented and in cases (I) the payment on such bills and checks are limited by law or regulation, or (II) the bills and checks cannot be presented at all or within a certain time due to obstacles that cannot be overcome, or (III) a moratorium is declared, or (IV) similar circumstances develop in the country where the bills and checks are to be paid, and even if the bills and checks are not at the disposal of the Bank.

18.2. The Bank is entitled to debit the Client with the amount of the discounted bills if the Bank does not obtain satisfactory information with respect to the party obligated to pay the bill or if such party has protested payment or if there is a material adverse change in such party's economic and legal status.

18.3. Upon request the Client shall transfer to the Bank all claims arising from the transaction based on which the bill was issued and all present and future rights related to the transaction, including securities.

18.4. The Bank shall honor bills, which are presented to the Bank for payment if the Client has provided the necessary funds.

18.5. With respect to bills and checks that are not payable by a financial institution or which are payable abroad, the Bank shall not be responsible for due presentment, protest or notice.

19. Letters of Credit

19.1. The Bank may consider requests of the Client to open letters of credit. To the extent that the Bank agrees to any such request, the Bank will only open letters of credit on terms and conditions acceptable to the Bank, including, without limitation, the provision by the Client of appropriate security acceptable to the Bank. In the absence of such security, the Bank may refuse the request.

19.2. The Bank may accept the request to open a Letter of Credit only on the Bank's pre-printed form. In the event that the Client wishes to differ or to add to the terms on this form, the Client shall present this request in writing, duly signed. The Bank may accept or reject such deviations or additions.

19.3. The Client shall submit the request to open a Letter of Credit in due time to enable the Bank to communicate such Letter of Credit to the beneficiary through a correspondent bank or directly, or in case of confirmation, to the confirming bank. The Bank shall not be liable for any damage or loss resulting from delay or refusal to open such Letter of Credit.

19.4. It is the sole responsibility of the Client to provide complete and clear instructions describing the documents and the terms under which payment, acceptance or negotiation of a Letter of Credit is to be made. The Bank shall not be required to pay upon the presentation of documents if such documents do not conform to the terms and conditions stipulated in the Letter of Credit, unless the Client requests in writing that the Bank should accept such documents for collection and agrees to indemnify the Bank against any damages or losses resulting there from.

19.5. The Client acknowledges responsibility for ensuring that its requests for opening a Letter of Credit are not contrary to the prevailing Albanian laws and regulations. If the Client does not satisfy these conditions, the Bank will refuse the request. If the Bank incurs any damage or loss related to the failure of the Client to satisfy the law and regulations, the Client is obliged to reimburse the Bank for all damages or loss.

19.6. In executing instructions related to letters of credit the Bank follows guidelines set forth in brochure No.500 Uniform Customs and Practices for Documentary Credits and unified rates together with previous consequences issued and modified from time to time by the International Chamber of Commerce. The Client shall acknowledge the binding nature of this document in its application.

20. Documentary Collections

20.1. The Bank may consider requests of the Client to execute acceptance and/or payment, or delivery of commercial documents against payment or other transactions connected to documentary collections on terms and conditions acceptable to the Bank and in accordance with the guidelines set forth in brochure No.322 Uniform Customs and Practices for Documentary Collections and subsequent issues issued and modified from time to time by the International Chamber of Commerce. The Client shall acknowledge the binding nature of this document in its application.

20.2. The Bank will make payment to a third party upon Client's request, provided there are sufficient funds available to the Bank in the Client's accounts.

20.3. The Client acknowledges responsibility for ensuring that its request to handle documentary collections are not contrary to the prevailing Albanian laws and regulations. If the Client does not satisfy this condition, the Bank will refuse the request. If the Bank incurs any damage or loss related to the failure of the Client to satisfy the laws and regulations, the Client is obliged to reimburse the Bank for damages or loss.

20.4. If the Bank is acting upon the request of a Client who is the beneficiary of a documentary collection, the Bank shall be the agent of the beneficiary for the purposes of presentation of documents and receiving payments.

21. Bank Guarantees and Sureties

21.1. The Bank may consider requests by the Client to issue bank guarantees or sureties. To the extent that the Bank agrees to any such request the Bank will issue

bank guarantees or will become the endorser under their terms and conditions acceptable by the Bank, including, without limitation, the provision by the Client of appropriate security acceptable to the Bank. In the absence of such security, the Bank may refuse the request. The Client accepts that in case of its request for issuing banking guarantees, he agrees to use the texts of the banking guarantees provided by the bank. The Bank is entitled to refuse the guarantee texts proposed by the Client, if the text differs from the Bank texts.

21.2. A bank guarantee issued by the Bank in favor of a third party (Beneficiary) is an independent obligation of the Bank and shall be performed in accordance with the terms and conditions under the guarantee. The underlying transaction and their conflicts based on the agreement compiled between them shall not concern the Bank directly, which irrespective of the possible disagreements between the Client and the third party in favor of which the guarantee is issued, is bound to effect the payment upon the first request of the third and demand or debit immediately the Customer, the amount blocked for the guarantee issuance, the required amount.

21.3. If the Bank issues a bank guarantee or becomes the endorser upon the instruction of its Client and makes payment on the basis of the guarantee, the Client, at the Bank's first request, shall reimburse the Bank and such reimbursement is due, as soon as the Bank makes such payment.

21.4 The Client understands and guarantees that there will be no claim against the Bank as it concerns the payment as per the guarantee, and in case of disputes between him and the third person (Beneficiary) concerning the main transaction between them pretending that the third did not have to require payment execution, it shall address to the third person (Beneficiary) whereas the Bank is excluded from the liabilities

22. Securities custodial Services

22.1. The Bank may consider requests by the Client to provide securities custodial services in accordance with the terms and conditions of a separate custodial services agreement, whereby it accepts securities from the Client for safekeeping and undertakes to collect interest, dividends or sale/redemption proceeds in connection with such securities held in custody with the Bank and transfer funds related thereto in accordance with the applicable law and regulations.

22.2. In cases where the Bank provides the Client securities custodial services only, the provisions of the present GBC shall not apply thereto. All transactions related to securities custodial services shall be governed by the terms and conditions of the separate custodial service agreement entered into by the Client and the Bank.

23. Foreign Currency Transactions

23.1. The Bank executes international payment and foreign currency transactions in accordance with the prevailing foreign exchange regulations.

23.2. The Bank may execute instructions for the purchase or sale of foreign currency as a trading agent of the Client contracting in its own name without being obliged to disclose the terms and conditions of such deals to the Client.

23.3. The Bank executes spot or forward conversions of foreign currency into or from Albanian LEK at the rate quoted by the Bank and accepted by the Client.

23.4. Unless otherwise agreed, the Bank shall not be held liable for any risk arising from the fluctuations of exchange rates in the course of executing international payments and foreign currency transactions. If the Bank incurs expenses or damages due to fluctuation of exchange rates, the Client shall reimburse the Bank for such expenses or damages.

23.5. The Bank shall have the right to record all telephone calls, both incoming and outgoing, made between the Client and the Bank employees and the Client shall be deemed to approve such recordings. The tapes of such recording shall be qualified as bank secrets and can only serve and be used as evidence in case of disputes or differences which may arise between the Parties and shall be handled in accordance with Section 3 of the present GBC.

24. Online Banking Services

24.1 The Bank offers on line banking services (Internet Banking). In order to make use of them, the Client will be provided with password (the customer identification number, the user location, the user name and the online password).

The Bank will be entitled to act on all instructions received under the keys. The Client's use of the keys assigned to him will be considered the same as the Client's written signature in authorizing the Bank to complete any transaction or request communicated to the Bank.

Since the keys are used to identify the Client as an authorized user of the Services, the Client agrees to notify the Bank immediately if the secrecy of the keys is compromised and the Client also agrees not to reveal any of the Client's keys to any person not authorized.

The Client is liable for all transactions that the Client, or any users using the keys makes or authorizes even if that person exceeds the Client's authority. The Client will also be liable for all transactions by any user using the keys until the Client has notified the Bank of the revocation of the keys in order to and until the moment the Bank takes indispensable measures to block the affected access password.

24.2 The Bank will not be responsible for any loss the Client may incur as a result of funds transfer executed through Internet Banking

24.3. All notices required to be sent to the Client will be effective when the Bank mails or transmits them, through e-mail or secure electronic messaging to the last known address or to the last known e-mail address that the Bank has for the Client in the Bank's records.

24.4. The Bank will be not responsible for any direct, indirect, special, consequential, economic, or other damages arising from in any way out the installation, use or maintenance of the equipment, the client's computer, the software, the Internet Banking services, the keys, the internet browser or internet access software. Although the Bank may be informed on the damage or on the possibility of a damage, the only person bound to take the necessary measures for avoiding the damage and bearing the consequence is the Client, whereas the Bank is excluded from any kind of responsibilities.

Will respect to all claims of third parties, the Client agrees to hold the bank harmless and in such case to reimburse and indemnify the Bank and regard it innocent against all damages, losses, liabilities and claims of any kind or nature.

24.5 The Bank may terminate any or all of the Client's Internet Banking Services any time for any reason. In such case the Bank will use its best endeavor to notify the Client in advance, but it is not obliged to do so.

IV. COLLATERAL

25.1. The Bank has the right at any time to request the Client to provide appropriate collateral (real guarantees on movable or immovable properties), or demand the Client guarantees on other objects to the extent necessary to ensure the repayment to the

Bank of all outstanding obligations of the Client, even if such obligations are limited as to conditions or time, or are not yet due. Upon such request, the Client shall promptly pledge additional collateral to the bank. In case the customer fails to meet a Bank requirement, he is bound to pay back the loan amount.

25.2. All assets and rights pledged by the Client in favor of the Bank serve as collateral for any and all claims the Bank may have against the Client, unless it is expressly, agreed that the collateral is to be used for other purposes.

25.3. The Client shall take all required actions to safeguard all of its properties and rights and the enforcement of claims pledged as security in favor of the Bank. The Client shall inform the Bank in writing without delay of any changes in value or market-ability of such collateral. If the Client pledges as collateral assets which are used up or substituted in the course of production or in trade, but which have not been specifically and individually defined, the Client shall promptly replace the utilized or sold assets.

25.4. The Client shall insure with an insurance company acceptable to the Bank, at its own cost, all real assets pledged as collateral or acquired from credit granted by the Bank, in case required by the Bank in the contract compiled with the Client. Insurance must cover all insurable risks. The Client shall assign to the Bank under the insurance policy or contract a sum equal to all claims of the Bank against the Client (matured and non matured, contingent or otherwise). The Bank may use the indemnity reimbursed by the insurance company to reduce the amount of the credit secured by such collateral, even if before maturity, if the Client does not replace the lost or destroyed goods pledged to the Bank as security or collateral. Unless otherwise agreed, any amount paid under the policy that exceeds the Bank's claims against the Client is due to the Client.

25.5. The Bank is entitled to inspect-even on the premise of the Client-whether the collateral is sufficient for covering its claims and whether the assets pledged as security are being reasonably handled, safeguarded and identified as being pledged to the Bank.

25.6. The Bank, in its sole discretion, may release any collateral that the Banks deems to be not necessary to secure its claims.

25.7. In the interest of an expedient settlement of its claims, the Bank is entitled to satisfy its claims from any of the Client's assets pledged/or placed as security charges, are available.

25.8. Costs and expenses related to the provision, maintenance, handling and foreclosure upon collateral, unless agreed otherwise, are the obligations of the Client, according to the Albanian law.

25.9. Without the Banks prior written consent, the Client may not transfer assets pledged to the Bank as security, nor may it pledge or offer these assets, property or revenues as security or for any other purpose to a third party. The Client's breach of this provision may/shall trigger the actions specified in Chapters V and/or VI of the GBC.

25.10. The Client will ensure that at all times its obligations to the Bank are ranked preferentially in priority of payment and in all other respects with all other obligations of the Client. The Client will not secure any obligations to any third party without ensuring or observing the preferential right (privilege) of the Bank in order to guarantee his liabilities by assets, properties or his incomes.

V. THE RIGHTS OF THE BANK UPON DEFAULT

26.1. In the event the Client does not meet its payment obligations towards the Bank when due, the Bank will settle the claim, as provided by law, by debiting any Bank Account of the Client held with the Bank. Also, the Client authorizes the Bank to debit its bank accounts kept with other banks. The Client authorizes any other bank to honor the Bank's order.

In this framework, the Client agrees and ensures on purpose his liabilities through an insurance pledge in favor of the bank, over all bank account balance, deposits, as well as other banking instruments the Client has or shall have in all banks.

26.2. If the Client fails to perform and satisfy in full any obligations under contract or under the present GBC or the Client is under bankruptcy or liquidation, the Bank shall be entitled, upon written notice, to declare all obligations of the Client towards the Bank immediately due and payable and is entitled to foreclose upon any security pledged (insurance pledge) in favor of the bank, the Bank has the right to execute the entire patrimony of the Client at the bank, without other formal procedure, whereas other properties in accordance with Albanian Law and/or applicable practice. The contract between Bank and Client is, by itself, executive title.

26.3. No failure to exercise and no delay in exercising on the part of the Bank any right or remedy shall be construed as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy.

VI. TERMINATION BY THE BANK

27.1. Failure to fulfilling the contractual liability on the part of the Client or when the guarantees placed in favor of the Bank are lost or endangered to be affected, then the Bank, at its sole discretion may require the Client to fulfill the contractual liabilities and refuse effecting other banking transactions as per the Client's instructions until the fulfillment of its liabilities; or terminate the contractual banking relation with the Client. The termination of a banking relationship between the Client and the Bank shall not affect any obligation existing until that moment. The provisions of the GBC and of the individual contracts shall remain in full force and effect until the termination of banking contractual relations between the Client and the Bank.

27.2. When the Client is overdue in fulfilling his liabilities the liabilities of the Client toward the Bank become immediately demanding (payable). In this case the Bank has the right to immediately exercise all its rights, without notifying the Client, defined in the GBC and applicable Albanian legislation.

27.3. The Bank may refuse to perform its contractual obligations towards the Client in case of the termination of the contract and if:

- a)** after the acceptance and signature of contract a material adverse change occurs in the business, operation or financial conditions of the Client as a result of which it is no longer expected that terms and conditions of the contract be fulfilled by the Bank; or
- b)** an event of default as stipulated in the GBC or in the contract arises after the acceptance and signature of such contract.

27.4. Unless there is a specific agreement to the contrary, the Bank may cancel a credit and/or terminate an agreement with the Client with immediate effect if:

- a)** it becomes impossible for the Bank to allocate such loan or credit for the purpose stipulated in the agreement;
- b)** the Client uses the proceeds of such loans or credit for a purpose different from that set forth in such agreement;
- c)** the Client has violated the terms and conditions of the agreement;
- d)** the Client is in default to pay any sum due under such agreement;
- e)** there is any material adverse change in the legal, financial or any other condition of the Client and such changes are considered by the Bank to have negative/adverse effect on the payment obligations of the Client;
- f)** any representation made by the Client in respect to or in connection with the relevant agreement which has been incorrect or misleading when made, and/or if the Client has

deceived the Bank by furnishing false statements of fact, or non-disclosing information, or in any other way;

g) the Client is in default under any obligation or in breach of any representation or warranty under a credit agreement concluded with any third party, which would allow this party to accelerate the repayment or in case of termination by any third local or foreign creditor of any credit agreement concluded with the Client before maturity;

h) the Client undertakes obligations with, or offers security to, other creditors while having outstanding payment obligations (principal, interest or other obligations) towards the Bank, as a result of which the Client's obligations towards the Bank or third parties become more burdensome, or the Bank's claims become endangered, since the Client does not apply preferential security and preferential right (privilege) to the Bank, acceptable by the Bank;

i) the Client, its subsidiaries or its affiliates do not pay their debts at maturity;

j) the Client, its subsidiaries or its affiliates become insolvent, bankrupt or any of them is under liquidation procedure;

k) the Client hinders an inspection by the Bank or fails to meet its obligation to provide information to the Bank stipulated in the agreement or under law;

l) the Client fails to pay as per a final judgment or court order; or

m) any breach occurs as determined by the Albanian law.

VII. BANK CHARGES

28. Interest

28.1. Interest rates are stipulated in the contract between the Client and the Bank.

28.2. If the Banks' refinancing rate changes due to measures taken by the Bank of Albania and/or as the result of changes in the money market, the Bank may increase or decrease such rates by notifying the Client in writing or by public announcement.

28.3. In case of late payment the Client shall pay default interest defined by law or the contract.

28.4. If the contract is terminated for whatever reason before its term, the interest shall become immediately due and payable.

28.5. If the contract is terminated for whatever reason prior to its term, the interest, as well as all other monetary liabilities of the Customer against the Bank, shall become immediately payable .

28.6. If the Client fails to pay the interest when due, the Bank has the right to debit any of the Client's account kept with the bank with the amount of interest due.

29. Charges

29.1. Charges, commissions and other expenses charged by the bank are set forth in the Terms and Conditions available from the Bank. These may be amended from time to time at the sole discretion of the Bank.

29.2. The Client shall pay charges, commissions and other expenses in accordance with the provisions of the agreement between the Client and the Bank and the Bank has the right to debit the Client's account for all respective amounts of the charges, commissions and other expenses.

30. Legal Fees

30.1. The Client shall reimburse the Bank all legal fees incurred by the Bank in connection with a particular transaction, including expenses related to the use of consultants, appraisers, auditors, etc.

30.2. The Client shall reimburse the Bank all costs of legal counsel incurred by the Bank in the settlement of disputes between the Client and the Bank, unless otherwise decided by the court or arbitrator.

30.3. The Client shall reimburse the Bank any costs incurred in or out of court should the bank become involved in legal proceedings or disputes between the Client and a third party.

31. Others Costs

The Client shall reimburse the Bank all other costs and expenses incurred by the Bank in connection with the particular transaction, including, but not limited to the costs of telecommunication, courier and other expenses related directly to the transaction. This obligation of the Client is irrespective of whether the transaction has been completed or executed or the engagement/commitment has been terminated.

VIII. MISCELLANEOUS

32. Settlement of Disputes

32.1. The Client and the Bank shall endeavor to settle all legal disputes arising from their relationships through negotiations, avoiding lawsuits.

32.2. Unless otherwise agreed, in the event that the Client and the Bank are unable to settle their disputes through negotiations, the dispute shall be submitted to the jurisdiction of the competent Court. In case more than one competent court is available, the parties will submit to the jurisdiction of the court in Tirana

33. Severability (Severity)

If any one or more of the provisions of the present GBC or any contract shall be determined to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired.

34. Applicable Law

In all matters not regulated in the agreement entered into by the Client and the Bank from time to time, the provisions of the Albanian legislation, Albanian Civil Code, Bank of Albania Regulations, the relevant law and regulations in force governing financial and banking activities shall prevail. The general business relationship between the Client and the Bank shall be governed by the provisions of the present GBC.

