

## NON-DISCLOSURE STATEMENT

AS HEREBY GIVEN TO

**Družba za upravljanje terjatev bank, d.d.**, Davčna ulica 1, 1000 Ljubljana, company registration number: 6339620000, VAT ID no: SI 41251482  
**(“BAMC”)**

BY

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
company registration number/NIN: \_\_\_\_\_, tax number / VAT ID number: \_\_\_\_\_

**(“Receiving Party”)**

represented by \_\_\_\_\_

### INTRODUCTION

The Receiving Party wishes for BAMC to provide it with certain information, which the Receiving Party agrees to use for the exclusive purpose of adopting a decision on making an offer and/or executing a transaction with respect to the following real estate assets:

- a. ID MARKER: \_\_\_\_\_, DUTB – ID \_\_\_\_\_, which entails \_\_\_\_\_ located at the address \_\_\_\_\_.
- b. the entire set of residential properties.
- c. the entire set of commercial properties.
- d. the entire set of hospitality properties.

### CONFIDENTIAL INFORMATION

#### Article 1

For the purposes of this statement, the term “Confidential Information” shall have the following meaning:

- information, knowledge or data of an intellectual, technical, scientific or industrial nature, which BAMC owns, has possession of, or has a legal obligation to protect. Without prejudice to the above, protected data shall include (but are not limited to) technical data, designs, drawings, images, specifications, standards, user instructions, constructions, reports, forms, processes, information, lists, patents, trademarks, business secrets, computer applications and software, databases and software documentation;
- confidential business data containing information, know-how, financial, pricing, sales or marketing information referring to business operations of BAMC;
- confidential information, as defined in the Act Defining the Measures of the Republic of Slovenia to Strengthen Bank Stability (Official Gazette of the Republic of Slovenia, no. 105/12, as amended);
- personal information, as defined by regulations laying down the provisions for personal data protection;
- information classified as business secrets or protected information in the form of documents, software, promotional materials, equipment and pilot projects; and intangible data when presented verbally which would obviously cause significant damage if disclosed to an unauthorized party contrary to this statement;
- this statement.

The term confidential information also extends to all documents which the Receiving Party should prepare based on such information, or which are fully or partly produced based on such information.

### OBLIGATIONS OF THE RECIPIENT PARTY

#### Article 2

The Receiving Party shall safeguard the Confidential Information and prevent any disclosure of the Confidential Information provided by BAMC, except under the conditions stipulated herein.

### DISCLOSURE OF CONFIDENTIAL INFORMATION

#### Article 3

The Receiving Party may disclose Confidential Information to its employees and employees of subsidiary or associated companies. Such employees may be revealed only such information as is required for their work. All employees must be made aware of this statement and the fact that they also are legally bound by it.

The Receiving Party may also disclose Confidential Information to its professional consultants, agents and other advisors, provided that such parties have been made aware of the contents of this statement and have agreed to protect the confidentiality under the same conditions as stipulated herein. The Receiving Party receiving Confidential Information shall not disclose such information to third parties, unless explicitly agreed hereby. For the avoidance of any doubt, the Receiving Party agree that the Receiving Party is fully responsible to BAMC for any damages caused to BAMC as a result of the actions of third parties operating in the Receiving Party's sphere, whereas it shall be deemed that the Receiving Party has violated this statement if the violation was caused by third parties operating within the Receiving Party's sphere of influence.

**EXCLUDED INFORMATION**

Article 4

Obligations agreed by this statement do not apply to Confidential Information which:

- a) the Receiving Party **already had in its possession** even before receiving it from BAMC. In the event of uncertainty, it shall be deemed that the Receiving Party received Confidential information from BAMC unless the Receiving Party can demonstrate otherwise;
- b) is or becomes **public** for reasons other than violating this Statement;
- c) was sent by Receiving Party at the request of the competent **court** or government authority;
- d) the Receiving Party is authorized by BAMC, **in writing**, to disclose to third parties;

**LIABILITY**

Article 5

The Receiving Party agrees to protect the information received hereunder with the necessary care and diligence. Publication or disclosure of Confidential Information to a third party or unauthorized employee of the Receiving Party shall be deemed to mean any transfer of information, distribution or publication of information, as well as any other form of disseminating information which constitutes the subject of this Agreement.

The Receiving Party explicitly agrees that in the event of a violation of this statement, and in particular if it violates the principle of protecting Confidential Information (i.e. discloses it to an unauthorized third natural or legal person, or allows such person to become privy to it in any other way), it shall be liable to pay BAMC a contractual penalty of **30,000.00 EUR**.

The Receiving Party expressly agrees that in the event of violation of this statement, it shall be required to pay the contractual penalty referred to in the preceding paragraph of this Article, as compensation for damages incurred by BAMC due to reasons described above. In the event that the actual damage exceeds the amount of the agreed contractual penalty, the Receiving Party shall compensate BAMC for the difference to the actual damages incurred (above the contractual penalty).

In case of an event described in the second and third paragraph of this Article, BAMC shall file a claim for payment of contractual damages or calculation of potentially higher damages, while the Receiving Party agrees to pay the contractual penalty and potentially higher damages within **fifteen (15) days** of the claim/calculation having been presented.

**JURISDICTION AND COMPETENT COURT**

Article 6

This statement shall be wholly interpreted under the laws of the Republic of Slovenia, all disputes arising herefrom shall be resolved before the competent court in Ljubljana.

**VALIDITY AND SURVIVABILITY OF OBLIGATIONS**

Article 7

This agreement shall come into effect on the date it is executed by the Receiving Party hereto, and shall apply indefinitely.

The Receiving Party may not unilaterally terminate this statement without BAMC's express consent. Regardless any termination or expiration of this statement for any reason whatsoever, the Receiving Party shall remain bound under the provisions of this statement.

Made in \_\_\_\_\_, on \_\_\_\_\_

**Receiving Party:**  
\_\_\_\_\_

