

Družba za upravljanje terjatev bank, d.d. (Bank Asset Management Company), Davčna ulica 1, 1000 Ljubljana (hereinafter: the "Seller") hereby publishes the following

**PUBLIC TENDER FOR COLLECTION OF BINDING OFFERS  
FOR THE PURCHASE OF CLAIMS**

The Seller hereby publishes, on its own behalf and for its own account, a public tender for the collection of binding offers for the purchase of the Seller's claims against:

**HYB, Proizvodnja hibridnih vezij, d.o.o.**, Levičnikova cesta 34, 8310 Šentjernej, company registration number: 5479126000 (hereinafter: the "Company").

**1. Subject of the sale**

The Seller is selling all of its claims against the Company, together with appertaining amounts and ancillary rights which on the 15 July 2021 amount to 2,105,708.89 EUR (hereinafter: the "Claim" or the "Claims"). In the event that an agreement is concluded, the amount of the Claims shall be increased by all interest and fees accruing from 15 July 2021 to the date of payment. Through the purchase of the Claims, the Buyer will enter into the full contractual relationship with the obligor and third parties relating to the Claims and the associated collateral.

**Bid collection procedure**

The procedure for sale of the Claims shall be conducted by the Seller. Slovenian and foreign natural persons and legal entities that submit a written offer for the purchase of the Claims in accordance with the stated conditions may participate in the sales procedure.

The Seller shall accept binding offers for the purchase of the Claims sent by registered post in a sealed envelope or wrapper to the following address: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana, Slovenia

marked: "DO NOT OPEN – OFFER FOR PURCHASE OF CLAIMS (HYB, d.o.o.)".

The following shall be printed on the back of the envelope or wrapper: the full name and address or the company name and registered office of the bidder. The deadline for the submission of binding offers is 2 pm on 2 September 2021. An offer shall be deemed to have been received on time if it arrives at the Seller's address by 2 pm on the above-stated date.

**1.1. Content of binding offers**

During the sale procedure, the Seller shall take into account binding offers received in a timely manner, that have been signed by the bidder or bidder's legal representative and include the following content:

**A. Buyer's details:**

- i. bidder's name and surname or company name, residency or address and tax number;

- ii. contact details of authorised personnel;
  - iii. presentation – brief description of the business activities of the interested party, including the business volume;
  - iv. identity of the ultimate beneficial owner of the interested party;
  - v. declaration that the interested party is operating on its own behalf and for its own account;
  - vi. description of the purpose of the purchase of the Claims;
  - vii. declaration that the bidder has all internal and other authorisations for issuing a binding offer, and that all conditions have been met in connection with the acquisition of any permits from the competent authorities required for the validity of the purchase of the Claims;
  - viii. basic financial information – balance sheet and income statement for the last three years, or for the entire period of the bidder’s operations, whichever is shorter;
  - ix. declaration that no wind-down, bankruptcy, compulsory composition, other insolvency or restructuring proceedings have been initiated against the buyer.
- B. Declaration regarding the conditions of the purchase and the method for financing the purchase:
- i. description of the method for financing the purchase;
  - ii. proof or a reliable explanation that the interested party has or will have sufficient financial means at its disposal in an amount that is at least equal to the price stated in that party’s binding offer (e.g. a statement issued by a bank regarding funds deposited by the interested party or a statement issued by a bank confirming the purpose of financing, etc.);
  - iii. detailed presentation of the actual source of funds for the purchase (including the amount financed from own funds and from loans received from third parties such as banks, etc.);
- C. Declaration regarding the bidder’s possible liabilities (existing or potential) to the BAMC, in which the interested party states whether it has or could potentially have liabilities to the BAMC.
- D. Declaration regarding the bidder’s links with the Company, in which the bidder shall state whether there are ownership, management or any other links between the bidder and the Company, in accordance with the rules governing companies, and whether the bidder, in accordance with the same rules, is linked with the Company’s owners and members of the Company’s governance bodies, or with companies that are associated with the Company through ownership or in any other way, or the owners and members of the governance bodies of those companies, or whether such a link existed in the past.
- E. Declaration that there are no legal impediments to the conclusion of an agreement on the sale of the Claims in accordance with Article 13 of the Government Measures to Strengthen the Stability of Banks Act (ZUKSB; Official Gazette of the Republic of Slovenia, Nos. 105/2012, 63/2013, 23/2014 and 104/2015) stating that the bidder is not:
- i. a person deemed to be associated with the Company in accordance with the law governing companies;
  - ii. a legal entity in which a person from the previous indent holds a participating interest, or whose management personnel or procurator is a person who served as a member of the Company’s senior management or as the Company’s procurator in the three years before the Claims arose, unless it is a person affiliated with one of the persons

- referred to in the first indent of this paragraph such that the Republic of Slovenia is the controlling company in accordance with the law governing acquisitions;
- iii. a natural person who was a member of the Company's senior management or the Company's procurator in the three years before the Claims arose;
  - iv. a natural person in a close relationship with the person referred to in the previous indent, as defined by the law governing insolvency proceedings;
  - v. a person who is irrefutably presumed, in accordance with the law governing acquisitions, to function in concert with one of the persons referred to in the preceding two indents, unless it is a person associated with one of the persons referred to in the previous two indents of this paragraph where the Republic of Slovenia is the controlling company in accordance with the law governing acquisitions;
  - vi. a legal entity which performed an asset quality review and stress tests for the banking system in 2013 (data regarding such legal entities can be provided by the BAMC);
  - vii. a legal entity with capital links to another legal entity which performed an asset quality review and stress tests for the banking system in 2013;
  - viii. a legal entity which receives business advice from another legal entity which performed an asset quality review and stress tests for the banking system in 2013, or which receives business advice from an individual who participated in an asset quality review and stress tests for the banking system in 2013 as an employee of those legal entities or the subcontractor of those companies.

Templates for the majority of declarations have been predefined in terms of content by the BAMC and are available on the BAMC's website (<http://www.dutb.eu/si/terjatve.aspx>); Forms (know-your-customer (KYC) procedure).

F. Bid price for the purchase of the Claims, and payment deadline and method

Bidders shall define the price for the purchase of the Seller's Claims against the Company precisely (for example: The price for the purchase of the package of the Seller's Claims against HYB, d.o.o. together with appertaining fees and ancillary rights is EUR [●] (in words: [●] 00/100 euros).

Bidders shall state the payment deadline in days, beginning from the conclusion of the agreement on the sale of the Claims. If the final day of the payment deadline coincides with a date that is legally defined as a public holiday, the next business day shall be deemed the final day of the payment deadline.

Binding offers, together with the binding accompanying declarations regarding the availability of funds, must be valid until at least 2 November 2021.

Bidders that are foreign legal entities must attach an extract from the relevant register in which the bidder is entered as a legal entity, whereby the extract may not be more than 30 days old.

The offer must be submitted in Slovene or English. Each bidder may submit only one offer. If a bidder submits more than one offer, all of its offers shall be excluded.

G. Bid bond

The Seller shall accept binding offers from bidders that pay a security deposit by no later than 2 September 2021 to the Seller's account at UniCredit banka d.d., no. SI56 2900 0005 1319 162,

SWIFT: BACXS122 ref no. SI00 1004-004010 in the amount of EUR 50,000.00 and that submit proof of payment of the security deposit together with the binding offer.

Bidders may effect valid payment of a security deposit only by depositing funds from a bank in Slovenia or from their own bank account at a bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg).

The security deposit will be returned (without interest) to bidders whose offers are assessed by BAMC as unsuitable or which are not selected by BAMC, to the confirmed bank account at a bank in Slovenia or in the EU from which it was deposited.

### **1.2. Due diligence review**

Bidders shall have the opportunity to conduct a due diligence review of the documentation regarding the Claims that are the subject of the sale (hereinafter: Documentation). The due diligence review may be carried out every business day from 26 July to 2 pm on 27 August 2021. Due diligence shall be performed electronically 24 hours a day. Bidders may submit written questions during that time. Written answers to the questions of any individual bidder that is party to this part of the procedure shall be sent to all other participants.

Condition for conducting the due diligence review is signing of a Non-Disclosure Agreement (“NDA”), which shall be sent to the bidders upon their written request.

The Seller reserves the right to refuse the review of the Documentation by an individual bidder without providing a reason, or may prevent a bidder from reviewing certain information.

During the due diligence review, bidders shall be given the opportunity to review a draft agreement on the sale of the Claims and to provide feedback regarding that agreement. The sales agreement shall be concluded in the form of a directly enforceable notarial deed or in another form, if so defined by the law or if so required by the Seller at its own discretion.

### **2. Opening of binding offers**

The opening of binding offers shall not be public. The Seller is expected to adopt a decision regarding the appropriateness of binding offers received in a timely manner within thirty (30) days following the expiry of the deadline for the submission of bids, which it shall not be obliged to explain.

The Seller reserves the right to call on bidders to improve or supplement their offers, or to continue individual negotiations with all or only certain bidders.

The Seller reserves the right not to select any bidder in the public tender procedure, i.e. to reject all of the submitted offers, and shall not be obliged to enter into any agreement or contract whatsoever with any bidder with respect to their participation in the claims sale procedure.

### **3. Conclusion of agreement**

The Seller shall (but shall not be bound to) select the bidder that submitted the most favourable offer (hereinafter: the Selected Bidder) and conclude an agreement on the sale and assignment of the Claims with that bidder.

A bidder shall be selected on the basis of the following criteria: highest final price offered for the purchase of the Seller's Claims against the Company, payment method and any requirements regarding the content of the agreement on the sale of the Claims. Assessment of the suitability of offers shall be at the Seller's discretion. If several bidders offer the same price, negotiations shall be held with each bidder individually using the same criterion as used for selection of the bid.

The security deposit shall be included in the consideration and deemed to be the Selected Bidder's down payment following the conclusion of the agreement on the sale of the Claims. The agreement shall also include legal provisions regarding any consents from competent authorities required for the validity of the agreement.

The Selected Bidder will subsequently have to provide additional information pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT). The Selected Bidder will have to provide data on the bank account from which it will deposit the consideration (if the bank account is not open at a bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg), this shall be subject to an additional decision by the Seller's committee on the approval of the sale of claims).

The Seller and the Selected Bidder shall conclude an agreement, at the Seller's request, no later than within 15 days of the notice of selection of bidder. If the bidder selected by the Seller fails to enter into an agreement, the Seller shall be entitled to retain the security deposit (i.e. the security deposit shall not be returned to the bidder). In this case, the Seller has the right (but shall not be obliged) to enter into the agreement with the bidder who submitted the second or next most favourable binding offer, without repeating the collection of bids for the purchase of the Claims.

Security deposits shall be returned in a lump sum (without interest) to bidders whose offers are deemed inappropriate by the Seller or who are not selected by the Seller within three business days following the expiry of the deadline for the signing of the agreement on the sale of the Claims. In this case, the security deposit shall not have the nature of a down payment, and unselected bidders shall not be entitled to request the repayment of double the amount of the security deposit or to file a claim for potential damages in the event that it was not selected.

The Claims shall be transferred in accordance with the agreement following the full payment of consideration. The timely settlement of consideration shall be an essential component of the agreement. The buyer shall pay all taxes and costs (including any notary fees) associated with the transfer of the Claims. The Claims shall be sold on an 'as-is' basis, where the Seller's Claims shall be transferred to the buyer in their entirety, together with appertaining fees and ancillary rights, to the fullest extent permitted by the law. The Seller shall only guarantee the existence of the Claims, and not the existence of collateral or the recoverability thereof.

The agreement shall also include a 'top-up' clause (payment of the difference between paid consideration and higher consideration in the event of a subsequent sale), a 're-sale' clause (under which the buyer shall not sell the Claims to related parties as set out in Article 13 of the ZUKSB for a period of five years, and in the event of a breach thereof, the buyer shall be obliged to pay the Seller a contractual penalty amounting to 50% of the consideration) and a provision that the Seller may publish information regarding the sale of the Claims and the identity of the buyer.

If the buyer of the Claims is a foreign legal entity, for purposes of drafting the sales agreement it shall provide the Seller with a unique identification number (registration number) assigned by the Business

Register of Slovenia (AJPES), or, if the buyer is a foreign natural person, a unique personal identification number (EMŠO).

#### **4. Other**

Bidders shall bear the costs of their participation in this public tender procedure, i.e. procedure for the sale of the Claims, as well as all associated costs, regardless of the outcome of the public tender. The Seller reserves the right to amend the procedure and conditions of the sale of the Claims.

The tender procedure will be conducted in Slovene. The Seller may also publish or submit specific documents in another language (e.g. English).

By participating in this public tender procedure, bidders shall be deemed to agree with the conditions of that procedure.

#### **5. Right to suspension and exclusion of Seller's liability for damages**

The Seller reserves the right to change the planned course, steps or other elements of the procedure at any time and without explanation, and may also suspend the bid collection process, sales and/or negotiations procedures, and shall bear no liability whatsoever in this regard. Bidders may not file any claims against the Seller as the result of the aforementioned actions. The Seller shall not be held liable for any damages whatsoever.

The Seller reserves the right not to conclude an agreement with any bidder.

#### **6. Additional information**

The basic public information on the Company is accessible at: [www.dutb.eu](http://www.dutb.eu). Potential bidders may obtain additional information from the Seller's representative: Nataša Mahne, tel.: +386 14 29 34 95 or +386 1 42 93 885, email: [natasa.mahne@dutb.eu](mailto:natasa.mahne@dutb.eu).

#### **7. Applicable law and jurisdiction**

Slovenian law shall apply to this public tender, i.e. the announcement of and procedures associated with this tender, the collection of bids and the agreement on the sale of the Claims. In the event of any dispute, the court in Ljubljana shall have exclusive subject-matter and territorial jurisdiction.

This tender shall be published in Slovene and English. In the event of discrepancy between the two language versions, the Slovenian version shall prevail.

Bank Asset Management Company