

information described in preceding indent. For the avoidance of doubt, the obligation to protect Confidential Information applies regardless of the form in which the information, data, or document representing Confidential Information is expressed or communicated (e.g., orally, by demonstration, in physical or electronic form), the medium on which it is stored, or the source from which it was obtained;

- c) Information, knowledge, or data of an intellectual, technical, scientific, or industrial nature over which SDH has ownership, possession, or a legal duty of confidentiality. Without limiting the foregoing, such protected information among others includes, but is not limited to, technical data, drafts, sketches, drawings, specifications, standards, user manuals, designs, reports, forms, processes, information, lists, patents, trademarks, trade secrets, computer programs, software, databases, and software documentation;
- d) Confidential business information, including information, knowledge, or data of a financial, pricing, or marketing nature relating to the business operations of SDH;
- e) Personal data as defined under applicable personal data protection laws;
- f) Information that constitutes trade secrets or protected data, whether materialised in the form of documents, promotional and presentation materials, equipment, or pilot projects, or non-materialised when presented orally, where it is evident that significant harm would result if an unauthorised person became aware of it in breach of the provisions of this Statement;
- g) this Statement itself.

Confidential Information also includes all documents prepared by the Recipient based on such information, or that contain or are wholly or partly derived from such information.

RECIPIENT'S CONFIDENTIALITY OBLIGATIONS

Article 3

The use of Confidential Information is permitted solely for the purpose defined in Article 1 of this Statement, unless expressly provided otherwise herein (hereinafter referred to as: the “**Permitted Purpose**”).

The Recipient undertakes to:

- a) use the Confidential Information exclusively for the Permitted Purpose and for no other purposes;
- b) ensure the protection of the Confidential Information and prevent any unauthorised access to Confidential Information by third parties;
- c) not make any copies of the Confidential Information or reproduce it in any form, except to the extent reasonably necessary for the Recipient's Permitted Purpose;
- d) promptly notify SDH in writing if the Recipient becomes aware that the Confidential Information has been disclosed without authorisation or improperly;
- e) ensure that any representative of the Recipient who receives or obtains Confidential Information agrees to comply with all provisions of this Statement as if such Representative were the Recipient; and
- f) provide SDH with a list of all representatives to whom the Confidential Information has been disclosed; and
- g) maintain the confidentiality of the Confidential Information and not disclose it (directly or indirectly) to any third party.

CONFIDENTIALITY CLAUSE

Article 4

The Recipient agrees that the Confidential Information is confidential and has been disclosed and received in accordance with the provisions of this Statement under a strict obligation of confidentiality towards SDH and solely for the purpose of the Permitted Purpose.

PERMITTED DISCLOSURE

Article 5

The Recipient may disclose Confidential Information:

- a) to its employees and the employees of its subsidiaries or affiliated companies, provided that: only such information as is necessary for them to perform their duties for the purpose of the Permitted Purpose is disclosed. All such employees are made aware of this Statement and agree in writing to be bound by its terms;
- b) to its professional advisers, agents, and other consultants, provided that they are informed of the contents of this Statement; and they agree in writing to maintain confidentiality under the same terms as those contained in this Statement. The Recipient shall not disclose Confidential Information to any other person unless expressly permitted by this Statement. For the avoidance of doubt, the Recipient acknowledges and agrees that, in accordance with the provisions of this Statement, it shall be fully liable to SDH for any damage that may be suffered by SDH as a result of actions by third parties operating within the Recipient's sphere of control. It shall be deemed that the Recipient has breached the provisions of this Statement if such breach is committed by any third party acting within the Recipient's sphere of control;
- c) to any representative or adviser of SDH in connection with the Permitted Purpose, provided that such representative or adviser is bound to maintain the confidentiality of the Confidential Information;
- d) if, and to the extent that, such disclosure is required:
 - by any order of a competent court or judicial, governmental or regulatory authority; or
 - under applicable laws and regulations.

Prior to any disclosure of Confidential Information, the Recipient shall:

- a) notify SDH of the circumstances of the disclosure and the Confidential Information to be disclosed, and take all reasonable steps necessary under those circumstances to agree with SDH regarding the content of the disclosure;
- b) consult with SDH about possible measures to avoid or limit the disclosure and, to the extent reasonably practicable, implement any such measures;
- c) obtain confidentiality undertakings, where reasonably possible, from the person or authority to whom the Confidential Information is to be disclosed; and
- d) where disclosure is to be made by way of public announcement, agree the wording of such announcement with SDH in advance.

The Recipient shall cooperate with SDH if SDH decides to initiate any legal or other proceedings to contest the requirement to disclose the Confidential Information.

RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Article 6

If SDH requests in writing at any time, the Recipient shall promptly: (a) at the Recipient's discretion, either destroy or return to SDH all Confidential Information held in tangible form, and ensure that

any such Confidential Information in the possession of the Recipient is destroyed or returned to SDH; and b) take all reasonably practicable steps to permanently erase all Confidential Information held in electronic or other intangible form (whereby this obligation does not apply to any Confidential Information stored on data carriers as part of automatic data backup processes), and ensure that any representative of the Recipient who possesses such Confidential Information does the same; and (c) upon SDH's request, provide a written certificate confirming the destruction or return of all Confidential Information in the possession of the Recipient and its representatives.

The Recipient undertakes that it shall not, and shall ensure that none of its representatives will, attempt to recover any Confidential Information destroyed or erased in accordance with the preceding paragraph of this Article, or access any Confidential Information stored as part of automatic data backup processes as referred to in the preceding paragraph of this Article.

The Recipient may retain such documents and records containing Confidential Information if required to do so by:

- a) applicable laws and regulations; or
- b) the rules and regulations of any regulatory authority having jurisdiction over the Recipient; or
- c) internal policies binding on the Recipient regarding document retention;

provided that any Confidential Information retained pursuant to this Article shall remain subject to the terms and conditions of this Statement.

NO OBLIGATION TO DISCLOSE; NO WARRANTIES

Article 7

SDH shall, at its sole discretion, determine which Confidential Information is disclosed to the Recipient pursuant to this Statement. Nothing in this Statement imposes any obligation on SDH to disclose any or all Confidential Information to the Recipient under this Statement.

The Recipient acknowledges that SDH makes no representations or warranties regarding the accuracy or completeness of the Confidential Information. Accordingly, the Recipient shall have no legal recourse against SDH, its members of management or supervisory bodies, employees, agents, or advisers in respect of any Confidential Information provided by SDH to the Recipient in good faith.

In providing the Confidential Information, SDH assumes no obligation to provide the Recipient with access to any additional Confidential Information or to update or rectify any inaccuracies that may arise in the Confidential Information supplied

OWNERSHIP OF CONFIDENTIAL INFORMATION

Article 8

All Confidential Information is and shall remain the property of SDH. The Recipient shall not acquire any rights or licences in relation to the Confidential Information, except, for the avoidance of doubt, for the right to use the Confidential Information for the Permitted Purpose.

NOTICES AND COMMUNICATIONS

Article 9

All communications regarding rights and obligations related to the Confidential Information under this Statement shall be addressed:

- a) In the case of SDH, Ms Karmen Lah (karmen.lah@sdh.si) or to any other person authorised in writing by SDH;

- b) In the case of the Recipient, to _____ (_____@_____) or to any other person authorised in writing by the Recipient.

LIABILITY FOR DAMAGES

Article 10

The Recipient undertakes to safeguard the information obtained pursuant to this Statement with due diligence of a good manager (in Slovenian: "*dober gospodar*"). Any publication or disclosure of Confidential Information to third parties or to unauthorised employees of the Recipient constitutes a transfer, distribution, or publication of information, and any other form of dissemination of information that is the subject of this Statement.

The Recipient expressly agrees that, in the event of a breach of this Statement—particularly if it violates the confidentiality obligations regarding the Confidential Information by disclosing it to any unauthorised third party who is a natural or legal person, or by enabling such a person to become acquainted with it in any manner—the Recipient shall be obliged to pay SDH a contractual penalty in the amount of **EUR 30,000**.

The Recipient expressly acknowledges that the payment of the contractual penalty referred to in the preceding paragraph serves as compensation for the damage sustained by SDH due to the aforementioned breach. If the actual damage exceeds the amount of the agreed contractual penalty, the Recipient is obliged to compensate SDH for the full amount of the actual damage incurred, in addition to the contractual penalty.

In the cases referred to in Paragraphs 2 and 3 of this Article, SDH shall issue a claim for payment of the contractual penalty or an invoice for the additional damages incurred. The Recipient undertakes to pay the contractual penalty and any additional damages within **fifteen (15) days** from the date of issuance of the claim or invoice.

COSTS

Article 11

The Recipient shall bear all its own costs in connection with the negotiation, implementation, and performance of this Statement.

MISCELLANEOUS

Article 12

If any provision of this Statement is determined by any competent court or administrative authority to be invalid, unenforceable, or illegal, the remaining provisions of this Statement shall remain in full force and effect.

If any invalid, unenforceable, or illegal provision would become valid, enforceable, and legal by the deletion of part of it, that provision shall apply with any modification necessary to make it valid, enforceable, and legal.

GOVERNING LAW AND JURISDICTION

Article 13

This Statement shall be governed by and construed in accordance with the laws of the Republic of

Slovenia.

All disputes arising in connection with this Statement shall be resolved by the courts of competent jurisdiction in Ljubljana.

TERM AND SURVIVAL

Article 14

This Statement shall become effective on the date of signature by the Recipient and shall remain in force for an indefinite period.

The Recipient may not unilaterally revoke this Statement without the consent of SDH. Amendments to this Statement shall be valid only if confirmed in writing by a signed declaration from SDH. Notwithstanding any revocation or termination of this Statement for any reason, the Recipient shall remain bound by the provisions of this Statement.

_____, date _____

Beneficiary:

Annex: List of Individuals Who Will Have Access to Confidential Information

We, the undersigned, acknowledge that we have read and understood the contents of the Non-Disclosure Statement

_____ dated _____, made by _____ as the Recipient to the Slovenski državni holding, d. d., and we hereby agree to be bound by the terms of the said Statement as if we were parties thereto:

Employees of the Recipient and Employees of Subsidiaries or Affiliated Companies:

[illegible]

Professional Advisers, Agents, and Other Consultants of the Recipient:

[illegible]