

NON-DISCLOSURE AGREEMENT

Signatories of the Non-Disclosure Agreement (hereinafter referred to as "the **Agreement**"):

- 1) **Poslovni sistem MERCATOR d.d.**, Dunajska cesta 107 Ljubljana, represented by Senior Vice President Luka Jurkovič (hereinafter referred to as "**Mercator**" or "**the company Mercator**")

and

- 2)

 ("**Interested Party**" or "**Building Designer**"),
 (both of the above also jointly referred to as "**Parties to the Agreement**")

hereby agree on the following:

Preamble

The Interested Party expressed and communicated to Mercator its interest to develop project documentation for the construction of the Mercator Logistics and Distribution Centre on the Letališka cesta in Ljubljana.

With regard to the development of the required construction documentation, the Building Designer has the interest to be acquainted with all circumstances of the project and the method of operation of the company Mercator, as well as the capacity and the dimensions of the building, technological characteristics of Mercator's buildings, procedures of warehousing and goods distribution, method of operation and retail/trade network supply, security measures, organizational structure, characteristics of operation, and other company characteristics (purpose of disclosure).

For Mercator, it is of exceptional importance that the disclosed information remain confidential. Furthermore, it is also important for Mercator that the Interested Party (Building Designer) use the received information solely for the purposes and with regard to the development of project documentation, and that this information not be used for any other purpose, including the Interested Party's own purposes nor for the purposes of any affiliated companies nor for the purposes of any third party (or legal entity).

In order to protect Mercator, the Parties to the Agreement hereby agree as follows:

1. Confidentiality

- a) The Interested Party shall treat the data or information specified under 2.a) as strictly confidential; the Interested Party shall ensure this data and information is not disclosed to any unauthorized third party.
- b) The Interested Party shall ensure and be liable for ensuring that its employees who have access to the said data and information be bound to observing and protecting the confidentiality of all data and information, in the same scope as this applies to the Interested Party as per this Agreement, and the Interested Party shall be responsible and liable for any consequences of non-allowed disclosure.
- c) If the Interested Party submits or discloses the confidential information to any third party, the Interested Party shall inform Mercator about such disclosure in advance, and request from Mercator to issue its written consent; such third party may only be a potential building designer – Interested Party's collaborator in the process of design of the Mercator Logistics and Distribution Centre, for whom access

to confidential information is absolutely necessary in order to carry out the planned deal; in such case, the Interested Party shall ensure and be liable for ensuring that such third parties are bound to protect the confidentiality of all information in the same scope as it applies to the Interested Party under this Agreement, and shall be liable for any consequences of non-allowed disclosure.

- d) In case of mandatory (by law) obligation to disclose the confidential information (e.g. to government authorities), the Interested Party shall inform the company Mercator of such disclosure in advance, so that Mercator can adopt the relevant criteria for preserving the confidentiality of the information to the greatest possible extent; moreover, the Interested Party shall be bound to respect any oral or written instructions of the company Mercator regarding the obligations and scope of the mandatory obligation to disclose the confidential information.

2. Confidential data or confidential information

- a) Confidential information as per this Agreement shall include the following:
 - a.01) All information evident from the graphical documents provided by the company Mercator
 - a.02) All information pertaining to the contents of technical descriptions and project studies provided by the company Mercator
 - a.03) Information regarding respective technologies or work procedures (graphical and written)
 - a.04) All information involving security and security measures of the company Mercator
 - a.05) All information regarding the number of employees, management structure, or organizational schemes of the company Mercator
 - a.06) Information regarding the method of operation of the company Mercator
 - a.07) All information regarding the construction and technical solutions and characteristics of the buildings
 - a.08) Contents of the technological plan for the LDC Mercator
 - a.09) Information regarding the volume or flow of goods
 - a.10) Information regarding the project documentation value
 - a.11) Information regarding the investment value
 - a.12) Contents of the completed construction documentation (in graphical, written, digital or any other form)
- b) The following shall not be deemed confidential information:
 - i) Information that is publicly disclosed or available before the date of disclosure
 - ii) Information acquired by the Interested Party independently without any involvement of the company Mercator

3. Confidentiality of information in written documentation

- a) If the Interested Party receives written documentation that includes confidential information or if the Interested Party receives any other confidential information in a form or format that could be copied, then the Interested Party may only copy such documentation for the purposes of the deal at hand. The Interested Party shall ensure that access to such written or graphical documentation, complete with copies and other materials, is only granted to those employees or selected third-party collaborators for which the Interested Party ensures and assumes liability that they are also bound to protection of confidentiality of all information in the same scope as it applies to the Interested Party, and shall be liable for any consequences of non-allowed disclosure.
- b) All documentation provided to the Interested Party shall be immediately returned to the Company Mercator or destroyed in compliance with the instructions by the Company Mercator if:
 - i) the Interested Party resigns from bidding or execution of the subject of the bid;

- ii) the company Mercator d.d. decides to discontinue in a certain stage the development of the planned project documentation for the Mercator Logistics and Distribution Centre.

4. Confidentiality of conversations

The Interested Party shall be expressly bound to ensure that its employees or its representatives who are present during conversations with any representatives of the company Mercator observe the following: (i) they shall not record the conversations that may take place with any representative of the company Mercator; the only exemptions from this obligation shall be any handwritten notes; (ii) they shall not bring any audio or video recording devices to such conversations; (iii) they will be present at conversations, at the request of the company Mercator, without their mobile phones.

5. Responsibility and liability of the Interested Party

If the Interested Party or any third party to whom the Interested Party provided the confidential information fails to meet any obligation under this agreement, the Interested Party shall be liable to the company Mercator for all and any damages incurred by the company Mercator as a result of the violation of this Agreement, regardless of whether the Agreement was violated by the Interested Party or a third party to whom the Interested Party submitted the confidential information.

In case of any violation of its obligations or liabilities as per this Agreement, the Interested Party shall pay to the company Mercator liquidated damages in the amount of EUR 50,000.00 within fifteen (15) days from the day when the Interested Party receives a written notification about respective violation, sent by registered mail with advice of receipt; such liquidated damages shall not affect in any way the entitlement of the company Mercator to claim compensation for full damages incurred.

6. Final provisions

- a) This Agreement shall be concluded and come into effect as of the day it is signed by the Interested Party. Obligations and liabilities of the Interested Party as per this Agreement shall remain valid for a period of ten (10) years after the signing of this Agreement.
- b) Any changes or amendments, as well as consensual termination of the contents of this Agreement, shall be made in writing. The same shall apply to any agreement that changes or amends the conditions regarding the requirement of written form.
- c) The company Mercator may exercise the rights established under this agreement jointly or individually, regardless of the amount of damages incurred as a result of individual violations or breaches.
- d) This Agreement is concluded and shall be interpreted in accordance with the legislation of the Republic of Slovenia.
- e) In case of any disputes regarding this Agreement, the court of Ljubljana shall have geographical and material jurisdiction.
- f) This Agreement is executed in two (2) copies of which each party shall receive one (1) copy.

In Ljubljana, on this

In Ljubljana, on this

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Managing Director:

Poslovni sistem Mercator d.d.
Senior Executive Director
Luka Jurkovič