

Impol Group:

IMPOL 2000, d. o. o., registration no.: 1317342000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Andrej Kolmanič

IMPOL, d. o. o., registration no.: 5040736000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Andrej Kolmanič

IMPOL PCP, d. o. o., registration no.: 2239442000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Urh Knuplež, M.Sc.

IMPOL FT, d. o. o., registration no.: 2239418000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Dominik Strmšek

IMPOL LLT, d. o. o., registration no.: 2239434000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Jure Čretnik

IMPOL R in R, d. o. o., registration no.: 2239400000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Varužan Kevorkijan, PhD

IMPOL INFRASTRUKTURA, d. o. o., registration no.: 2239426000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Boštjan Ješovnik

STAMPAL SB, d. o. o., registration no.: 1317610000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Matevž Račič

IMPOL FinAI, d. o. o., registration no.: 7176899000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Darko Vranečević

RONDAL, d. o. o., registration no.: 5888859000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Bojan Močnik

IMPOL SERVIS, d. o. o., registration no.: 5482593000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Marko Žunec

ALCAD, d. o. o., registration no.: 5694507000, Mroževa ulica 5, 2310 Slovenska Bistrica, represented by the Director Denis Špelič

UNIDEL, d. o. o., registration no.: 5764769000, Kraigherjeva ulica 37, 2310 Slovenska Bistrica, represented by the Director Marta Baum

IMPOL-STANOVANJA, d. o. o., registration no.: 5598010000, Partizanska ulica 39, 2310 Slovenska Bistrica, represented by the Director Mojca Gričnik

KADRING, d. o. o., registration no.: 5870941000, Partizanska ulica 38, 2310 Slovenska Bistrica, represented by the Director Nina Potočnik

and

company, address, represented by xxx

conclude the following

CONFIDENTIAL INFORMATION PROTECTION AGREEMENT

The contracting parties are in a business relationship in which the transferor (the party holding the confidential information) may share confidential information with the recipient (the party receiving the confidential information of the other contracting party) subject to the terms and conditions set forth below.

1. Confidential Information

1.1. For purposes of this Agreement, confidential information means the content and existence of this Agreement and all data or information of the transferor or its affiliates that is not generally known to the public or has not been disclosed, whether in tangible or intangible form, which includes:

- a. any scientific or technical information, inventions, designs, processes, process routes, formulas, improvements, technologies or methods;
- b. all concepts, samples, reports, data, know-how, work-in-progress, models, drawings, photographs, development tools, specifications, software, source code, machine code, flowcharts and databases;
- c. information from the field of research and development in the company;
- d. any marketing strategies, plans, financial information or forecasts, operations, sales estimates, business plans and performance results related to the past, present or future business activities of the disclosure or those related to affiliates, subsidiaries and affiliates;
- e. customer or supplier lists;
- f. individual decisions of the management and internal documentation;
- g. the content of contracts and other agreements concluded by the company with business partners and the content of correspondence and agreements with business partners or with state authorities;
- h. otherwise publicly available information collected in a certain way, from which the company can obtain a financial benefit or an advantage over the competition;
- i. all other information and data for which it is clear that would cause significant damage if it came to the knowledge of an unauthorised person.

1.2. The transferor and recipient agree that confidential information need not be new, unique, patentable, copyrighted, or trade secret to be defined as confidential information and therefore protected.

1.3. Confidential information shall be identified either by marking it as confidential in written materials or by communicating the confidentiality of information disclosed in oral or unmarked written materials orally, by email or written correspondence, or by other appropriate means of communication, to the recipient.

1.4. Notwithstanding the above, confidential information shall not include information that:

- a. are already known to the public at the time of disclosure or become known to the public without any breach of the terms hereof;
- b. were already known to the recipient before the moment of disclosure by the transferor (on the basis of proof or a written record of this disclosure) without the obligation to protect the confidentiality of information;
- c. are subsequently communicated to the recipient without any obligation to protect the confidentiality of the information, by a third party who is in lawful possession of the information and without any obligation to protect the confidentiality of the information;
- d. become publicly available in a way other than by breaching the obligation to protect the confidentiality of the information on the part of the recipient (not by the failure to fulfil the obligation to protect the confidentiality of the information by the recipient);
- e. are independently developed by employees, consultants or agents of the recipient (proved by reasonable means of proof) without violating the terms hereof regarding the protection of the confidentiality of the information or access to the confidential information of the transferor.

2. Purpose of disclosure of confidential information

2.1. The purpose of disclosure of confidential information shall be to enable the performance of services in accordance with the applicable contract, which determines the mutual business cooperation of the contracting parties.

3. Obligations of the recipient

3.1. As part of the provision of services under the contract from the previous point, the transferor may disclose confidential information to the recipient. The recipient agrees to use the confidential information exclusively in connection with the purpose referred to in point 2.1. hereof, and that the recipient shall not use it for any other purpose or without the prior written consent of the transferor.

3.2. The recipient shall protect confidential information and shall not disclose it to anyone other than its employees, employees of affiliated companies, representatives, affiliated companies, external consultants, subcontractors or agents who need to have access to the confidential information in order to perform their duties in connection with the purpose specified in point 2.1. hereof. The recipient shall notify all recipients of confidential information of the confidential nature of the information provided and shall ensure that they will maintain the confidentiality of the information under the same conditions as set forth herein. The recipient shall be responsible for ensuring consistent compliance with the obligation to protect the confidentiality of information and non-use of confidential information and shall assume full responsibility for the actions or omissions of its employees, representatives, employees in affiliated companies, external advisers or agents.

3.3. The recipient shall use the confidential information exclusively for the permitted purpose specified in point 2.1. hereof and shall not use the information for its own purposes or benefits.

3.4. The recipient shall not disclose the received confidential information to third parties, except in cases specified otherwise herein.

3.5. The recipient shall treat all confidential information with the same care as its own confidential information, but at least with due care and diligence. The recipient shall not decompile, disassemble, or modify prototypes, software, or other physical objects containing confidential information provided to recipient pursuant hereto. The recipient shall limit the disclosure of transferor's confidential

information to only those of its employees, directors and affiliates who need to know such confidential information in order for the recipient to fulfil its purpose, and who are bound by the terms hereof. For purposes of this Agreement, an affiliate is any entity that controls, is controlled by, or is under common control with, a party hereto. Control means direct or indirect ownership of at least 50% of the shares of voting rights in this person or such a relationship that actually means actual control in the sense of the provisions of the Companies Act (ZGD-1).

3.6. When confidential information represents inside information, said information must not be used in order to directly or indirectly obtain or alienate securities of the person to whom this information relates to, nor for the personal account of the recipient or of another third party; in addition, inside information may also not be used in order to recommend or entice a third party to obtain or alienate securities related to this information.

3.7. All confidential information disclosed hereunder shall remain the property of transferor. This Agreement shall not transfer or grant any rights to confidential information to the recipient. In particular, nothing in this Agreement shall be deemed to be granted by the transferor to the recipient with respect to any patent, copyright or other intellectual property right. By signing the Agreement, the transferor confirms that all existing and future intellectual property rights related to the confidential information provided by the transferor are the exclusive property of the transferor. For the sake of clarity, based on good faith, the recipient shall not claim or obtain any intellectual property rights in relation to the confidential information received. Moreover, any modification and improvement by the recipient shall be owned by the transferor. The recipient undertakes not to acquire trade secrets of the transferor by observing, studying, disassembling or testing the product or object provided in accordance herewith, or to the extent that such acquisition is subject to the obligation of protection in accordance herewith.

3.8. The recipient shall immediately return or destroy all copies of the confidential information (in any form; reproduced or stored), including all notes and derivative forms of the confidential information disclosed pursuant hereto (i) in the event of termination or termination of the transactions contemplated hereby; (ii) or upon termination of this Agreement; (iii) or at the moment when the transferor requests this from the recipient.

3.9. Regardless of the above, the recipient may retain documents necessary to comply with obligations under applicable binding law, provided that such confidential information or copies thereof are subject to an unlimited obligation of confidentiality. The recipient shall notify the transferor in writing of the type and content of the withheld documents and the basis for their withholding.

3.10. In the event that the recipient is required to disclose confidential information to any judicial, administrative, regulatory or similar authority or is required to disclose this obligation in accordance with binding legal norms, the recipient must immediately notify the transferor of the terms of such disclosure and cooperate with the transferor in connection with the communication information with the aim of finding a common solution that will fulfil the recipient's obligations and preserve the confidentiality of the confidential information. In any case, the recipient of the information must transmit to the state authorities only that part of the confidential information that is required by law to be transmitted and must make every effort to obtain from the recipient of the information a statement on the protection of business secrets or other appropriate assurance, that the information provided will be treated confidentially.

3.11. The recipient agrees that the transferor shall suffer irreparable harm if its confidential information is made public, disclosed to third parties or otherwise disclosed in violation hereof, and that the transferor shall have the right to demand the cessation of such conduct and compensation.

3.12. The transferee shall immediately notify the transferor of any breach of the obligation to protect the confidentiality of information by persons to whom the transferor has disclosed confidential information and provide the transferor with all necessary assistance in relation to any steps the transferor wishes to take in order to prevent, stop the threatened breach or obtain compensation for such breach and resulting damage.

3.13. The confidential information covered hereby shall be provided "as is" and the transferor shall make no warranties as to the quality of such information. The transferor shall not be liable to the recipient for the consequences arising from any use of confidential information.

3.14. Under this Agreement, the transferor shall not be obliged to disclose confidential information that it does not wish to disclose.

3.15. By signing this Agreement, the contracting parties do not intend to mutually create any representation, employment or partnership relationship. The conclusion of such an agreement also does not express the willingness or commitment of any of the contracting parties regarding the conclusion of any other legal transactions with the other party or the continuation of already started negotiations regarding further business cooperation.

3.16. The recipient undertakes to enable the transferor, after prior notice, to carry out an assessment of the compliance of the protection of confidential information with this Agreement.

4. Duration and termination

4.1. This Agreement shall remain in effect for the duration of the basic relationship between the parties (the Agreement defined in clause 2.1 hereof). During this time, either party may terminate this Agreement at any time upon 30 days' notice by providing written notice to the other party. Regardless of the above, the recipient's obligation to protect and not disclose confidential information disclosed during the term hereof shall remain in effect indefinitely, unless otherwise agreed.

4.2. This Agreement shall be binding on the parties and their successors and shall assign to them the rights and obligations arising hereunder.

5. Jurisdiction

5.1. The contracting parties agree to amicably resolve all possible disputes arising herefrom. If an amicable solution to the dispute is not possible, the contracting parties shall agree on the jurisdiction of the District Court in Ljubljana.

6. Anti-corruption clause

6.1. The contracting parties declare that before, during or after the conclusion hereof and the transaction related thereto, neither of them, nor anyone in their name or on their account, has not and will not offer, give or promise gains improperly made to the other contracting party, one of its employees, representatives, intermediaries or a third party for:

- contract award or
- contract stipulation under more favourable conditions; or
- omitting to exercise the obligatory control on the execution of contractual obligations; or
- any other act or omission which causes or could cause damage to the contracting party or a third party, or by which the contracting party or their representative, member of the Board of Directors or of the Supervisory Board, representative or intermediary of the contracting party or third party is put in a position to obtain an undue advantage.

6.2. In the event of a violation of the subject provision hereof, any contract, with the exception of the agreement in question, concluded by the contracting parties in connection with the purpose of point 2.1 hereof, shall be considered null and void and shall not create any obligations for any of the contracting parties.

7. Validity

7.1. The Agreement shall enter into force on the date of signature by both contracting parties. If an individual provision of this Agreement is invalid or unenforceable, this shall not affect the validity of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid and enforceable provision that shall be as close as possible to the objective of the invalid or unenforceable provision.

7.2. Any change hereto shall be valid only if written in the form of an annex and signed by all parties hereto.

In _____ on _____

IMPOL 2000, d. d.	[Company]
Andrej Kolmanič	[Legal representative]
IMPOL, d. o. o.	
Andrej Kolmanič	
IMPOL PCP, d. o. o.	
Urh Knuplež, M.Sc.	
IMPOL FT, d. o. o.	
Dominik Strmšek	
IMPOL LLT, d. o. o.	
Jure Čretnik	
IMPOL R in R, d. o. o.	
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ALCAD, d. o. o.	
Denis Špelič	
UNIDEL, d. o. o.	
Marta Baum	
IMPOL STANOVANJA, d. o. o.	
Mojca Gričnik	
KADRING, d. o. o.	
Nina Potočnik	