

TO POGODBO O ZAUPNOSTI (»Pogodba«) dne _____, skleneta:

(1) **Gorenjska Banka d.d.**, Bleiweisova 1, Kranj, z matično številko 5103061, ki jo po pooblastilu uprave zastopa direktorica sektorja razreševanja problematičnih naložb Karmela Miškić (»Družba«)

(2) _____, z davčno številko VAT Number: _____, ki jo zastopa _____ (»Prejemnik«)

(Družba in Prejemnik v nadaljevanju skupaj kot »Stranki« in vsaka posebej »Stranka«.)

OB NASLEDNJIH UVODNIH UGOTOVITVAH:

(A) Med Družbo in Prejemnikom potekajo pogajanja o prodaji in prenosu pogodbe o finančnem leasingu Družbe do družbe **ITALCREAM BP d.o.o., Belokranjska ulica 12B, 2000 Maribor, matična številka 1277855000** (v nadaljevanju »Informativna ponudba«) Prejemniku. Prejemnik mora v postopku odločanja med drugim oceniti boniteto dolžnika (stranke Družbe) oz. tveganja, ki izhajajo iz odkupljene pogodbe (v nadaljnjem besedilu: »Odločanje«), zato želi pred morebitno odločitvijo pridobiti ustrezne podatke, to je zlasti podatke o pogodbenih pogojih, o ročnosti, obrestni meri in zavarovanjih pri terjatvah, ki bi lahko bile predmet prodaje.

(B) Stranki si želita zagotoviti, da razkrite Zaupne Informacije ostanejo zaupne in s strani Stranke, ki prejema Zaupne Informacije, niso uporabljene za katerikoli drug namen kot za namen Odločanja.

(C) Zato se Stranki zaradi medsebojnega razkritja Zaupnih Informacij zavezujejo v skladu z določili in pogoji te Pogodbe.

POGODBENI STRANKI SE DOGOVORITA, KOT SLEDI:

1 OPREDELITVE IN TOLMAČENJE

1.1 V tej Pogodbi bodo imeli izrazi, zapisani z veliko začetnico, naslednji pomen:

»Zaupna Informacija« pomeni:

(i) vse informacije (v kakršnikoli obliki), ki se nanašajo na Družbo ali njene stranke, ki bodo razkrite Prejemniku ali kateremukoli Dovoljenemu Prejemniku, s strani kateregakoli predstavnika Družbe, zaposlenega ali svetovalca, vključno s predstavniki odvisnih družb, v povezavi s Prejemnikovim

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated as of _____, is entered into by and between:

(1) **Gorenjska Banka d.d.**, Bleiweisova 1, Kranj, Registry Number 5103061, represented by Karmela Miškić, Director of Distressed Asset Recovery Division, on behalf of the Management Board (»Company«)

(2) _____, VAT Number: _____, represented by _____ (»Recipient«)

(the Company and the Recipient are hereinafter collectively referred to as "Parties" and separately as "Party").

WHEREAS:

(A) The Company and the Recipient are currently negotiating on the sale of and transfer of the financial leasing contract of the Company to the company **ITALCREAM BP d.o.o., Belokranjska ulica 12B, 2000 Maribor, MŠ 1277855000**, (hereinafter »Informative Offer«) to the Recipient. During the decision process, the Recipient must, inter alia, estimate the credit rating of the Debtor (the Company's customer) and the risk originating from the purchased contract respectively (hereinafter: »Decision«), therefore he desires to acquire the corresponding data, meaning particularly the data on contractual terms, maturity, interest rate and collaterals concerning receivables that may be the object of the purchase.

(B) The Parties wish to ensure that the disclosed Confidential Information shall remain confidential and that the Party receiving the Confidential Information shall not use it in any other way than for the purpose of the Decision.

(C) Therefore, in order to mutually disclose the Confidential Information, the Parties agree as specified and provided herein.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the terms shall be understood as follows:

"Confidential Information" means:

(i) all information (in whatever form) that relates to the Company or its customers and that is to be disclosed to Recipient or to any Permitted Recipient by any representative of the Company or by any employee or adviser, including representatives of the subsidiaries, in connection with Recipient's consideration of the purchase of the receivables;

odločanjem o odkupu terjatev, in

(ii) katerikoli izvorni ali kopiran dokument, elektronska datoteka ali katerokoli drugo oblika na kakršnemkoli mediju, če vsebuje katerokoli informacijo iz točke (i) te definicije.

Za Zaupno Informacijo v smislu te Pogodbe se ne štejejo informacije in podatki:

a) s katerimi Prejemnik že razpolaga pred njihovim prejemom oz. jih je Prejemnik prejel s strani Družbe ali Skupine pred podpisom te Pogodbe;

b) ki so na dan prejema s strani Prejemnika že splošno znane ali postanejo naknadno splošno znane brez krivde Prejemnika ali po volji osebe, na katero se nanašajo, in ne kot neposredna ali posredna posledica razkritja Zaupne Informacije v nasprotju s to Pogodbo;

c) ki so Prejemniku naknadno razkrite s strani tretje osebe, ki jih ni prejela ne neposredno, ne posredno od subjekta, ki bi bil kakorkoli povezan z Družbo in nima obveznosti varovanja zaupnosti v zvezi z Zaupnimi Informacijami;

d) ki so naknadno razvite s strani zaposlenih pri Prejemniku, kateri niso bili seznanjeni z Zaupnimi Informacijami;

e) v zvezi s katerimi Družba poda pisno soglasje, da jih ni potrebno obravnavati kot zaupne;

f) ki morajo biti razkriti v skladu z zakonom.

“**Skupina**” pomeni Družbo in katerikoli drug subjekt, ki je na dan sklenitve te Pogodbe, Družbi podrejena družba ali to postane kasneje.

“**Dovoljeni Prejemnik**” pomeni:

(i) tiste delavce ali strokovne sodelavce Prejemnika, ki za Prejemnika izvajajo potrebna opravila ali sodelujejo v postopku odločanja o morebitnem odkupu terjatev Družbe do svojih strank.

(ii) katerokoli drugo osebo, odobreno s strani Družbe v pisni obliki, ki se je oziroma se bo v razmerju do Družbe pisno zavezala k varovanju zaupnosti podatkov in informacij vsaj v obsegu in na način, kot je dogovorjen s to Pogodbo.

and

(ii) any original or copied document, electronic file or other item to the extent that it contains any information described in (i) above.

Confidential Information hereunder shall not include:

a) the information that was already known to the Recipient before it was obtained by him or were obtained from the Company of the Group before signing this Agreement.

b) the information that has either already become common public knowledge on the day on which they were obtained by the Recipient or they become public knowledge through no fault of the Recipient and by the volition of the person to whom it is related, being no direct or indirect consequence of a disclosure of the Confidential Information counter to this Agreement;

c) were subsequently disclosed to the Recipient by a third party who, on his/her part, did in no way directly or indirectly receive this information from a subject who would be under any obligation whatsoever to treat the Confidential Information as confidential;

d) information developed subsequently by the Recipient's employees who were in no way privy to the Confidential information;

e) information on which a written consent is given by the Company, according to which it is not necessary to treat the said information as confidential.

f) information which is required to be revealed pursuant to a statute.

“**Group**” means the Group as well as any other subject that is the Company's Subsidiary at the time of the conclusion of this Agreement or that becomes its subsidiary at a later date.

“**Permitted Recipient**” means:

(i) the Recipient's employees and expert associates who perform the necessary activities for the Recipient or take part in the decision making process on possible purchase of the Company's receivables to its customers.

(ii) any other person that was given the Company's written authorisation who agreed or is to agree in a written form to treat the information as confidential at least to the extent and in the way as specified hereunder.

2 OBVEZNOST VAROVANJA ZAUPNOSTI S STRANI PREJEMNIKA

Prejemnik:

a) bo varoval zaupnost Zaupnih informacij skladno s to Pogodbo in jih ne bo razkril ali omogočil vpogleda vanje nobeni tretji osebi, to je osebam, ki niso Dovoljeni Prejemniki, razen v primerih iz člena 3.1 te Pogodbe;

b) sme uporabiti Zaupne Informacije zgolj za namen Pregleda in ne za katerikoli drug namen in jih zlasti ne bo uporabil na kakršenkoli način, ki bi lahko škodoval interesom katerekoli osebe, na katero se nanašajo (na primer, a ne izključno, za dvig obrestne mere ali drugačno poslabšanje pogojev sodelovanja teh oseb s Prejemnikom);

c) bo Zaupne Informacije hranil na enak način, kot hrani lastne zaupne podatke, in zagotavljal vsaj takšno stopnjo varnosti Zaupnih Informacij kot v lastnih zadevah, kar pomeni, da mora v vsakem primeru zagotavljati najmanj stopnjo varovanja Zaupnih Informacij, ki je za takšno vrsto in obliko informacij običajna glede na standarde varovanja v skladu z veljavnimi prisilnimi predpisi in Prejemnikovimi internimi akti;

d) ne bo naredil nobenih kopij Zaupnih Informacij ali jih reproduciral v kakršnikoli obliki, razen v nujno potrebnem obsegu za potrebe Odločanja, ali da jih zagotovi tistim, ki jim je razkritje dovoljeno v skladu s členom 3.1, pri čemer mora voditi in na zahtevo Družbe slednji predložiti evidenco oseb, ki so jim bile izročene kopije ali druge reprodukcije Zaupnih Informacij;

e) bo nemudoma obvestil Družbo, ko ugotovi, da je bila Zaupna Informacija razkrita katerikoli drugi osebi kot Dovoljenemu Prejemniku;

f) bo zagotovil, da Dovoljeni Prejemnik iz (ii) alineje definicije pojma Dovoljeni Prejemnik, to so osebe, ki so kot Dovoljeni Prejemniki odobrene s strani Družbe (ne pa tudi v (i) alineji navedene osebe), pred prejemom ali pridobitvijo Zaupne Informacije, podpišejo ustrezno izjavo ali dogovor o varovanju tajnosti podatkov, s katerim se bo zavezal varovati tajnost Zaupnih Informacij, skladno s to pogodbo (podpisane izjave so priloga te pogodbe);

(g) zagotavlja, da Dovoljeni Prejemniki s pridobljenimi Zaupnimi Informacijami ne bodo ravnali v nasprotju s to Pogodbo.

2 OBLIGATION TO PROTECT THE CONFIDENTIALITY ON THE PART OF THE RECIPIENT.

The Recipient shall:

a) protect the confidentiality of the Confidential Information as provided hereunder, and not disclose any of it to any third party, meaning any persons who are no Permitted Recipients, with the exceptions as specified in Clause 3.1 herein.

b) use the Confidential Information solely for the purpose of the Inspection; he shall use them in no other way, in particular, he shall not use them in any way that might harm the interests of any person that it refers to (including, but not limited to a raise of the interest rate or any other deterioration of the conditions under which these persons cooperate with the Recipient);

c) he shall store the Confidential Information in the same way that he stores his own and shall ensure at least the same level of security as in his own matters, meaning that he shall, in any circumstance, ensure at least the level of security usual for such type and form of the information pursuant to the applicable statutes and the Recipient's internal documents.

d) make no copies whatsoever of Confidential Information or reproduce it in any form, except to the extent that is reasonably necessary for the Recipient to carry out the Decision or to supply Confidential Information to those to whom disclosure is permitted under Clause 3.1; he shall maintain a registry of the persons who were provided with a copy or any other reproduction of the Confidential Information; he shall produce the said registry upon the Company's request.

e) inform the Company promptly, if he becomes aware that Confidential Information has been disclosed to any person other than a Permitted Recipient;

f) ensure that the Permitted Recipient stated in the line (ii) of the definition of the term Permitted Recipient - meaning persons, who are authorised as such by the Company (which, however, shall not include the persons stated in the alinea (i)), before being given or provided with the Confidential Information, shall sign a corresponding statement or a confidentiality agreement, whereby he/she shall agree to protect the confidentiality of the Confidential Information, as specified in this Agreement (the signed statements are enclosed in this Agreement).

g) ensure that no Permitted Recipient shall treat the Confidential Information counter to this Agreement.

3 DOVOLJENO RAZKRITJE

3.1 Prejemnik lahko razkrije Zaupne Informacije:

a) posameznemu Dovoljenemu Prejemniku v najmanjšem obsegu, ki je potreben za namene postopka Odločanja;

b) pristojnim sodnim ali drugim oblastnim organom, v najmanjšem potrebnem obsegu, v kolikor je to obvezno skladno z zakoni, pri čemer bo v največji dopustni meri omejil obseg razkritja Zaupnih Informacij in se ob tem skliceval na vse dopustne izjeme.

3.2

Prejemnik bo pred razkritjem katerekoli Zaupne Informacije v skladu s členom 3.1 (b):

a) obvestil Družbo o okoliščinah razkritja in informacijah, ki bodo razkrite, in opravil vsa v danih okoliščinah potrebna ravnanja, z namenom uskladiti vsebino takšnega razkritja z Družbo;

b) posvetoval se z Družbo o možnih ravnanjih za izogib ali omejitev razkritja, kolikor so takšna ravnanja razumno izvedljiva;

c) pridobil zagotovila o zaupnosti od organa, ki mu bodo informacije razkrite; in

d) kadar je razkritje opravljeno na način javne objave, predhodno uskladil besedilo z Družbo,

razen kadar mu kogentni predpisi to izrecno prepovedujejo.

3.3 Če Prejemnik razkrije Zaupne Informacije skladno z določbo 3.1(b) tega člena in o razkritju ne sme ali, zaradi višje sile oziroma nedosegljivosti Družbe, ne more obvestiti Družbe pred samim razkritjem, bo nemudoma po prenehanju razloga, zaradi katerega predhodno razkritje ni bilo mogoče, v največjem pravno dovoljenem obsegu obvestil Družbo o okoliščinah razkritja in informacijah, ki so bile razkrite.

3 PERMITTED DISCLOSURE

3.1 The Recipient may disclose Confidential Information:

a) to any Permitted Recipient, but only if and to the extent that such disclosure is necessary in connection to the Decision process;

b) if and to the extent that disclosure is required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; (provided that the Recipient shall use all best efforts to limit the extent of the disclosure by invoking every lawful exemption from the obligation to disclose).

3.2 Before any information is disclosed by any person under Clause 3.1.1(b) above, the Recipient shall:

a) inform the Company of the circumstances of the disclosure and the information that will be disclosed, and take all such steps as are necessary in the circumstances to agree the contents of such disclosure with the Company;

b) consult with the Company as to possible steps to avoid or limit disclosure and so far as is reasonably practicable to take those steps;

c) gain assurances as to confidentiality from the body to whom the information is to be disclosed; and

d) where the disclosure is conducted by way of public announcement, agree the wording with the Company in advance,

except when expressly prohibited to do so by mandatory provisions.

3.3 If the Recipient shall disclose the Confidential Information pursuant to provision 3.1(b) of this Article and is prohibited or, due to force majeure or inability to communicate to the Company, is unable to inform the Company before Confidential Information is disclosed, the Recipient shall (to the maximum extent permitted by law) inform the Company promptly, as soon as permitted by law, of the circumstances of the disclosure and the information that has been disclosed.

4 OBVESTILA

Stranki bosta vsa sporočila v zvezi s to Pogodbo naslovili na naslednje kontaktne osebe:

- a) za Družbo: Jure Eržen (telefon: +386 4 20-84-138, elektronska pošta: **jure.erzen@gbkr.si**) ali druga oseba, ki jo Družba pisno pooblasti;
- b) Za Prejemnika: _____, (telefon: _____, elektronska pošta: _____) ali druga oseba, ki jo Prejemnik pisno pooblasti.

5 VRNITEV ALI UNIČENJE ZAUPNIH INFORMACIJ

5.1 Prejemnik bo po zaključku pogajanj o odkupu terjatev in morebitni sklenitvi pogodbe o odkupu terjatev na zahtevo Družbe nemudoma, a najkasneje v sedmih delovnih dneh (a) po Prejemnikovi izbiri uničil ali vrnil Družbi vse Zaupne Informacije, ki jih poseduje v fizični obliki in zagotovil uničenje ali vrnitev vseh Zaupnih Informacij s strani Dovoljenih Prejemnikov; in (b) opravil vsa razumno izvedljiva ravnanja za trajen izbris vseh Zaupnih Informacij, ki jih poseduje v elektronski ali drugi nepapirni obliki in zagotovil, da Dovoljeni Prejemnik, ki poseduje takšne Zaupne Informacije, stori enako.

5.2 Prejemnik se zavezuje, da ne bo ne on sam, niti katerikoli Dovoljeni Prejemnik, poskušal obnoviti nobene Zaupne Informacije izbrisane v skladu s členom 5.1 te Pogodbe.

5.3 Ne glede na določilo čl. 5.1, lahko Prejemnik in Dovoljeni Prejemnik ohrani dokumente in zapise, ki vsebujejo Zaupne Informacije, kadar to zahtevajo:

a) veljavni zakoni ali predpisi; ali

b) pravila ali predpisi kateregakoli regulatornega organa, ki ima pristojnost nad Prejemnikom ali ustreznim Dovoljenim Prejemnikom;

pod pogojem, da bodo vse Zaupne Informacije hranjene v skladu z določili te Pogodbe.

Nadalje je Prejemnik upravičen ohraniti vse Zaupne informacije, kadar se le-te nanašajo na terjatev Družbe do njene stranke, ki jo je prejemnik odkupil.

4 CONTACT WITH THE GROUP

All communications for Confidential Information shall be addressed to:

- a) for the Company: Jure Eržen (telefon: +386 4 20-84-138, elektronska pošta: **jure.erzen@gbkr.si**) or any other person authorised in a written form by the Company;
- b) For the Recipient: _____, (telephone: _____, e-mail: _____) or any other person authorised in a written form by the Recipient.

5 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

5.1 Following the closure of the negotiation on the purchase of the receivables and an eventual conclusion of the agreement on the purchase of the receivables, the Recipient shall, upon request of the Company, without delay, however no later than within 7 working days: (a) destroy or return to the Company (whichever he may choose) any and all Confidential Information held by him in physical form and, (b) take every reasonably feasible step to delete it permanently from his electronic or any other non-paper records as well as ensure for the same steps to be taken by any Permitted Recipient being in possession of Confidential Information.

5.2 The Recipient undertakes that he will not, and will procure that each Permitted Recipient does not, attempt to recover any Confidential Information deleted in accordance with Clause 5.1 above.

5.3 Notwithstanding the provision of Clause 5.1, the Recipient and any Permitted Recipient may retain such documents and records containing Confidential Information where it is required to be retained:

a) by applicable law or regulation; or

b) by the rules or regulations of any regulatory body with jurisdiction over the Recipient or the relevant Permitted Recipient, or

by the general compliance policy of the Recipient;

Furthermore, the Recipient has a right to keep all Confidential Information if it is related to a receivable of the Company to its customer which was purchased by the Recipient.

6 OBSEG RAZKRITJA S STRANI DRUŽBE IN JAMSTVA

Družba bo po lastni presoji odločila, katere informacije bo razkrila Prejemniku. Nobeno izmed določil te Pogodbe ne pomeni obveznosti Družbe razkriti Prejemniku katerikoli ali vse informacije, seveda pa lahko obseg razkritja vpliva na Prejemnikovo odločitev.

7 LASTNIŠTVO ZAUPNIH INFORMACIJ

Zaupne Informacije in vsi mediji, na katerih se nahajajo, so in ostanejo last Družbe ali člana Skupine, na katerega se nanašajo, če med Strankama ni drugače dogovorjeno. Prejemnik v zvezi z njimi nima nobenih pravic ali dovoljenj.

8 PRENEHANJE POGODBE

Obveznost varovanja tajnosti Zaupnih Informacij, velja trajno. Druge obveznosti prenehajo deset let po zaključku Odločanja.

9 ODPOVED

Odpoved katerikoli pravici, ki izhaja iz te Pogodbe, je učinkovita le, če je podana v pisni obliki, in se nanaša zgolj na osebo, ki je odpoved podala, in v okoliščinah, za kakršne je podana.

Neuveljavljanje ali zamuda pri uveljavljanju katerekoli pravice ali pravnega sredstva po tej Pogodbi ne bo predstavljalo odpovedi takšni pravici. Posamezna ali delna uresničitve ali odpoved katerikoli pravici ali pravnemu sredstvu ni ovira za nadaljnje uveljavljanje ali uresničevanje te ali katerekoli druge pravice ali pravnega sredstva.

10 STROŠKI

Vsaka Stranka nosi svoje stroške v povezavi s pogajanjem, pripravo, izvedbo in izpolnjevanjem te Pogodbe.

11 SPREMEMBE

Spremembe te Pogodbe so veljavne le, če so sklenjene v pisni obliki in podpisane s strani zakonitih zastopnikov obeh Strank oziroma njihovih pooblaščenecv s pisnim pooblastilom.

6 NO OBLIGATION TO DISCLOSE; NO WARRANTY

The Company shall in its own discretion decide which information shall be disclosed to the Recipient. None of the provisions in this Agreement shall be construed as an obligation of the Company to disclose to the Recipient any or all of the information pursuant to this Agreement, admitting the possibility that the extent of the disclosure might influence the Recipient's decision.

7 OWNERSHIP OF CONFIDENTIAL INFORMATION

The Confidential Information as well as any and all media on which it is stored, are and remain the property of the Company or the Group member to which it refers, unless otherwise agreed by the Parties. The Recipient is not granted any rights or given any permission whatsoever in relation to Confidential Information.

8 TERMINATION

The obligation to keep the confidentiality of the Confidential Information shall be permanent. Other obligations expire no sooner than ten years from the closure of the Decision.

9 WAIVER

A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the person to whom the waiver is addressed and the circumstances for which it is given.

Failure to exercise, or delay in exercising, any right or remedy shall not operate as a waiver. Any single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.

10 COSTS

Each Party shall bear its own costs in connection with the negotiation, preparation, execution and performance of this Agreement.

11 VARIATION

A variation of this Agreement is effective only if it is in writing and signed by or on behalf of both Parties.

12 ODGOVORNOST ZA POSREDOVANE INFORMACIJE DRUŽBE

Prejemnik izjavlja, da proti Družbi ne bo uveljavljal nikakršne odškodninske odgovornosti oziroma nadomestila iz naslova morebitno posredovanih napačnih ali nepopolnih informacij. Vse s strani Prejemnika prejete informacije se sprejemajo in štejejo kot nepreverjene. Prejemnik bo vsakršno odločitev sprejel na podlagi lastne presoje in Družba ne daje nikakršnih zagotovil, v kolikor ni izrecno dogovorjeno drugače.

13 VELJAVNOST DOLOČB

13.1 V primeru, da katerokoli pristojno sodišče ali pristojni upravni organ odloči, da je katerakoli določba te Pogodbe neveljavna, da je ni mogoče uveljaviti ali da je nezakonita, ostale določbe te Pogodbe ostanejo v veljavi.

13.2 V primeru, če bi katerakoli določba, ki je neveljavna, ki je ni mogoče uveljaviti, ali je nezakonita bila ali postala veljavna, izvršljiva ali zakonita, če bi se izbrisal njen del, določba obstane v veljavi v spremenjeni obliki, ki je potrebna, da se zagotovi njena veljavnost, izvršljivost ali zakonitost.

14 VELJAVNO PRAVO IN REŠEVANJE SPOROV

14.1 Ta pogodba je sestavljena in se tolmači po pravu Republike Slovenije.

14.2 Vsi spori ali nesoglasja, ki izvirajo iz ali nastanejo v povezavi s to Pogodbo, vključno z vprašanji o njenem obstoju, veljavnosti ali prenehanjem, se bodo reševali pred sodiščem pristojnim po sedežu Družbe ter je dogovorjena uporaba slovenskega prava ob izključitvi kolizijskih določb predpisov o mednarodnem zasebnem pravu.

14.3 V primeru jezikovnih nejasnosti je odločilen zapis v slovenskem jeziku.

V Kranju, dne _____

Gorenjska Banka d.d.:

Karmela Miškić

12 LIABILITY FOR THE INFORMATION COMMUNICATED BY THE COMPANY.

The Recipient hereby states that he will not assert any liability for damages or any compensations against the Company arising from erroneous or incomplete information. Any information obtained by the Recipient shall be considered to be unverified and shall be accepted as such. The Recipient's decision, whichever it may be, shall be based entirely on the Recipient's own judgement and the Company provides no warranty, unless expressly agreed otherwise.

13 SEVERABILITY

13.1 If any court or administrative body of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, the other provisions of this Agreement shall remain in force.

13.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid, enforceable and legal.

14 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of Republic of Slovenia.

14.2 For any disputes arising between the parties relating to this Agreement, including but not limited to any issue on its existence, validity or termination, the agreed venue shall be the registered office of the Company. This Agreement shall be governed by Slovenian law without giving effect to the conflicts of laws provision thereof.

14.3 In case of inconsistencies between the English version and the version in Slovenian language, the Slovenian version shall prevail.

Signed in Kranj, _____

Gorenjska Banka d.d.:

Karmela Miškić

v _____, dne _____

Signed in _____, on _____

_____:

_____:

_____:

_____:
