

Guidelines for Filing Confidentiality Declaration

Dear Sir/Madam,

the following short instruction is designed to guide you through the Confidentiality Declaration document and to enable EGP employees help you finish the registration process faster and more efficient. We urge you to follow these guidelines in preparing and submitting your paper filings.

- **Font type**

All fillings should be in 10/11 point type or legibly written.

- **Recipient**

Means Public company, Shareholder Company (Corporation), Limited Liability Company, Sole Proprietorship (One Man Company), Natural person/physical person which is being registered in SMARTbyGEP. (listed legal forms are offered in SMARTbyGEP for you to choose from during the registration process and should correspond to the official documentation submitted on your part) Blank field under “**Recipient means**” should be correctly and completely filled in so it contains full name of the Recipient (as it appears in relevant official documents in line with the respective national law), together with the official address.

- **Clause 2 “Obligation of Confidentiality”**

Under points a), b) and c) it is intended for you to fill in name and address of subcontractors whose involvement is necessary in the course of the Tender Proceedings (third parties). Same rule applies as described under “**Recipient**”, full third party company name and address should be filled in.

- **Signature page**

Under “**Recipient**”, data submitted shall be the same as those provided under “**Recipient means**”. In this section, Recipient’s name is enough.

“**Signature**” signature of authorised signatory

“**Name of signatory**” there should be typed or clearly printed name of an authorised signatory signing the Confidentiality Declaration document.

“**Position**” means position which is held by an authorised signatory (e.g. managing director, authorised officer)

Authorised signatory means, in relation to any person, an individual who is duly empowered to bind the Recipient and whose authority is evidenced by an extract from the company register (**extract uploaded in SMARTbyGEP may be no more than 3 months old**) or any other appropriate means of authorisation. Other appropriate mean of authorisation (e.g. Power of Attorney) should be attached to the extract from the company register which is part of the mandatory documentation during the registration process when authorised signatory signing the Confidentiality Declaration is not listed as an authorised signatory in the submitted extract from the company register.

Signatures should be handwritten (wet ink) and placed above the typed or clearly printed name and position of authorised signatory to ensure legibility.

In case authorised signatory is using **digital signature**, we have to be able to verify whether a document or PDF has been successfully digitally signed and trusted. The verification will be done using Adobe

Reader and if there is green checkmark next to the signature of the signer, verifying that the signature is indeed authentic and proving the document's integrity, document will be accepted as valid one.

Graphical signature (copied and pasted picture of a signature) is legally incorrect, documents signed in that way **will be returned for re-signing**.

If two signatures are necessary in accordance with the Recipient's rules on the signature, both of the signatures must be executed either handwritten or digitally, combination of the two is not permitted.

Guideline for Company Register

Dear Sir/Madam,

the following short instruction is designed to guide you through the company register topic and what is expected to be uploaded from the documentation during your registration process.

Upload an extract from the companies register. (for other type of listed enterprises extracts from applicable registers) Extract uploaded in SMARTbyGEP may be **no more than 3 months old**. Submitted document/s must contain a list of authorized persons, duly empowered to bind legal entity.

Examples of acceptable documents per country:

- **Austria:** "Firmenbuchauszug"
- **Czech Republic:** "Výpis z obchodního rejstříku"
- **Deutschland:** „Aktueller Ausdruck aus dem Registerblatt“
- **Hungary:** "Cegkivonat" from Igazságügyi Minisztérium
- **Romania:** "Certificat constatator" from OFICIUL NAȚIONAL AL REGISTRULUI COMERȚULUI
- **Netherlands:** "Uittreksel Handelsregister" from Netherlands Kamer van Koophandel
- **Croatia:** "IZVADAK IZ SUDSKOG REGISTRA" from competent Commercial Court (Trgovački sud)
- **Serbia:** "Izvod o registraciji privrednog subjekta" from Agencija za privredne register
- **Slovakia:** "Vypis z obchodneho Registra"
- **Slovenia:** "Redni izpis iz sodnega registra" from Slovenian Business Register and Court Register
- **Montenegro:** "Izvod iz centralnog registra privrednih subjekata poreske uprave" from Poreska Uprava, Centralni registar privrednih subjekata.
- **United Kingdom:** "CERTIFICATE OF INCORPORATION" from "Companies House" and "Articles of association", it is important that document contains list of authorised signatories together with all other relevant company data (e.g. legal name, address of the business)
- **United States:** "THE CERTIFICATE OF INCORPORATION" or "Articles of Incorporation" for Corporations and "Articles of Organization" for Limited Liability Companies (legal document which proves that the entity was duly formed in one of the states in the United States)

CONFIDENTIALITY DECLARATION

A) PURPOSE

The purpose of this Confidentiality Declaration (the "**Declaration**") is the control, protection and non-disclosure of any Confidential Information (as defined below) disclosed to the Recipient in the course of any Tender Proceedings (as defined below).

B) WHEREAS

"**EGP**" means central supply management organisation within Erste Group which is managing Tender Proceedings from a procurement perspective.

"**Erste Group**" means Erste Group Bank AG, Am Belvedere 1, 1100 Vienna, Austria ("**Erste Holding**") and all entities in which Erste Holding has and/or will have an interest, irrespective of whether or not this is a direct or indirect, majority or minority, interest; as well as all entities that are included in Erste Holding's consolidated financial statements (including all members of the "Haftungsverbund" – a cross-guarantee system of Austrian savings banks ("Sparkassen")). The term Erste Group also includes entities that are directly or indirectly controlled by other members of Erste Group.

"**Recipient**" means:

.....
name, address of the recipient of the Confidential Information (enter full company name)

"**RFI**" is short for "Request for Information".

"**RFP**" is short for "Request for Proposal".

"**RFQ**" is short for "Request for Quotation".

"**Tender Proceedings**" means the participation by the Recipient in one or more RFI/RFP and/or RFQ proceedings for the potential procurement of certain goods/services carried out by EGP for members of Erste Group.

C) PREAMBLE

EGP and/or any other members of Erste Group intend to disclose and/or have already disclosed certain information to the Recipient in the course of or in connection with any Tender Proceedings. At least some of the information already disclosed or to be disclosed qualifies as Confidential Information as that term is defined herein below. By signing this Declaration, the Recipient agrees to maintain the confidentiality of the Confidential Information.

1. DEFINITION OF "CONFIDENTIAL INFORMATION"

"**Confidential Information**" shall mean any information or data relating to an Erste Group member's technology, know-how, trade secrets, trade, proprietary and/or other confidential information, including, without limitation, discoveries, ideas, concepts, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans and strategies, customer names and other customer data and other technical, financial or commercial information and intellectual properties, whether disclosed in written, oral or other tangible or intangible forms, whether disclosed directly by an Erste Group member or by a third party on behalf of an Erste Group member and whether disclosed before or after the date of this Declaration. For the avoidance of doubt, the term "Confidential Information" includes, but is not limited to, any information that is disclosed to the Recipient through any electronic procurement platforms used by EGP and/or the Recipient in the course of the Tender Proceedings.

Notwithstanding the foregoing, the term "Confidential Information" does not include and the Recipient shall have no obligation of confidentiality with respect to any information that:

- a) is publicly accessible at the time of use or provision (unless such Confidential Information has become publicly accessible due to a breach of contractual or legal obligations); or
- b) becomes publicly accessible (unless such Confidential Information has become publicly accessible due to a breach of contractual or legal obligations); or
- c) is provided to the Recipient by a third party with the right to such information and the right to disclose or use such information; or
- d) was known to the Recipient prior to such disclosure or is independently developed by a member of the Recipient's staff to whom no Confidential Information was disclosed or communicated.

2. **OBLIGATION OF CONFIDENTIALITY**

The Recipient will not use the Confidential Information other than for the purposes of the Tender Proceedings and will not disclose Confidential Information other than as set out herein.

The Recipient may disclose Confidential Information on a need-to-know-basis to its officers, directors and employees as well as to its auditors and legal and other professional advisors.

Further, unless such approval is withdrawn by EGP or the respective other member(s) of Erste Group, the Recipient may disclose Confidential Information on a need-to-know-basis to the following third parties (exhaustively listed below) whose involvement is necessary in the course of the Tender Proceedings:

- a)
third party company name & address
- b)
third party company name & address
- c)
third party company name & address

In any case, the Recipient remains solely responsible towards EGP and/or the respective other member(s) of Erste Group providing Confidential Information for all obligations arising out of this Declaration.

3. **PROTECTION OF CONFIDENTIAL INFORMATION**

The Recipient undertakes to maintain confidentiality in respect of any Confidential Information and will exercise sufficient control over any Confidential Information disclosed to it in order to preserve the confidential nature of such Confidential Information and to safeguard the Confidential Information from theft and/or access by unauthorised personnel and to ensure that any Confidential Information is neither used in an unauthorised manner nor disclosed to any third person or entity except insofar as set forth hereunder.

The Recipient will use at least the same degree of care to protect the Confidential Information as it uses and would use to prevent a disclosure of its own confidential information and, in cases of disclosure of Confidential Information which is subject to laws and regulations regarding banking secrecy, securities secrecy and/or data protection, the degree of care required by the applicable law(s) and/or regulation. Without limiting the foregoing, the Recipient will take reasonable action by instruction, agreement or otherwise with respect to its employees or other persons to which it may disclose the Confidential Information in accordance with the terms of this Declaration to cause them to comply fully with the Recipient's obligations hereunder.

The Recipient will notify EGP and/or the respective other member(s) of Erste Group of any breach of this Declaration without undue delay on learning of such breach.

In the event that the Recipient shall be required to disclose Confidential Information by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body or becomes legally compelled to do so, then a written notice will be promptly given to EGP and/or the respective other member(s) of Erste Group. The Recipient will co-operate through all reasonable and legal means

in any attempts by EGP and/or the respective other member(s) of Erste Group to prevent or otherwise restrict disclosure of such Confidential Information.

The Recipient will not copy any Confidential Information except as expressly permitted by EGP and/or the respective other member(s) of Erste Group or except as such copying is required for the purposes of the Tender Proceedings.

For the avoidance of doubt, the disclosing of Confidential Information to the Recipient does not confer any right, license, interest or title in, to or under the respective Confidential Information to the Recipient. Further, no license is granted to the Recipient under any patent, trademark, copyright, trade secret or other proprietary rights of EGP and/or of any other member(s) of Erste Group. Title to the Confidential Information shall remain solely vested in the respective member(s) of Erste Group.

The Recipient acknowledges that neither EGP nor any other member of Erste Group makes any representation, warranty or undertaking, express or implied, as to the accuracy, reliability, completeness or reasonableness whatsoever in respect of the Confidential Information. Neither EGP nor any other member of Erste Group shall be under any duty to provide access to any additional information or to update or correct any aspect of the Confidential Information. Neither EGP nor any other member of Erste Group shall further be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement contained in or omitted from the Confidential Information.

The Recipient hereby further acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including, but not limited to, securities law relating to insider dealing and market abuse. The Recipient hereby undertakes not to use any Confidential Information for any unlawful purpose.

4. CONFIDENTIALITY PERIOD

The obligation of confidentiality under this Declaration shall continue in full force and effect for an indefinite period of time.

The Recipient acknowledges that any breach of this Declaration constitutes a serious breach and may lead to termination of the right to use the Confidential Information.

5. RETURN OF CONFIDENTIAL INFORMATION

Upon the written request of EGP and/or the respective other member(s) of Erste Group, the Recipient shall cease using and (i) promptly return to EGP and/or the respective other member(s) of Erste Group; or (ii) destroy all copies of any Confidential Information then in the Recipient's possession or under the Recipient's control. Upon the written request of EGP and/or the respective other member(s) of Erste Group, the Recipient shall certify in writing that the Recipient has complied with the obligations set forth in this paragraph.

6. INJUNCTIVE RELIEF

In the event of any breach of this Declaration by the Recipient, EGP, any respective other member of Erste Group providing Confidential Information or any third party to which any of EGP or such respective other member Erste Group is contractually bound to maintain confidentiality shall be entitled to obtain an injunction and to recover all damages and expenses incurred in connection with any legal action taken because of such a breach.

7. SHARING OF THE RECIPIENT'S INFORMATION

The Recipient expressly consents that any information provided by the Recipient in the course of the Tender Proceedings may be shared within Erste Group for the purposes of the Tender Proceedings.

8. GENERAL

This Declaration is governed by and is construed in accordance with Montenegrin law without regard to its conflict-law-rules.

The Recipient expressly agrees that any dispute arising out of or in connection with this Declaration may be brought by EGP and/or the respective other member(s) of Erste Group before the courts having subject matter jurisdiction in Podgorica, Montenegro or before any other court competent for adjudicating claims against the Recipient.

Unless the respective written waiver contains an express statement to the contrary, no waiver of any breach of any provision of this Declaration or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Declaration.

All remedies provided for in this Declaration shall be cumulative and in addition to and not in lieu of any other remedies available at law, in equity or otherwise.

If a provision of this Declaration is or becomes illegal, invalid or unenforceable in any jurisdiction, the remaining provisions of this Declaration shall not be affected. Such provision shall be replaced by a valid and enforceable provision, which achieves the intended effect insofar as possible.

"Recipient"

Signature

Name of signatory
(typed or clearly printed name)

Position

Date:

Signature

Name of signatory
(typed or clearly printed name)

Position

Date: