**NON**-**DISCLOSURE AGREEMENT**

This non-disclosure agreement (the »Agreement«) is made on [insert date] by and between:

(1) NLB DD Ljubljana, a company organized and existing under laws of Slovenia, whose registered seat is at Trg Republike 2, 1000 Ljubljana, Slovenia registered with the competent registry in Ljubljana under registration number 5860571000, represented by: Jovica Jakovac, General Manager in GREAM, (hereinafter: ”**NLB**” or “**Disclosing Party**”)

(2.) Tara hotel d.o.o. Budva, a company organized and existing under laws of Montenegro, whose registered seat is at Becici, Budva, Montenegro, registered with the competent registry in Podgorica under registration number 03039510, represented by: Chairman of Board of Directors Jovica Jakovac and CEO Gligor Bojic, (hereinafter: ”**Tara Hotel SPV**” or “**Disclosing Party**”)

and

(2) [insert name of the company], a company organized and existing under the laws of the [insert name of the state], whose registered office is at [insert address of the company], registered in the Court register of companies under identification number [insert PIN number], represented by [insert name of representative], (hereinafter: “[insert name]” or the “**Receiving Party**”)

 (each of the above mentioned parties hereinafter the “Party”, collectively the “Parties”).

WHEREAS:

1. Receiving Party is interested in the purchase of 100% of ownership share in SPV company **TARA HOTEL d.o.o. Budva, PIN 03039510, na naslovu Bečići, Budva, Črna Gora** owned by Disclosing Party (hereafter the: “SPV Project”);
2. In order to enable Receiving Party to provide Disclosing Party with an offer for purchase of SPV Project in ownership of Disclosing Party, Receiving Party requires to inspect files, documentation and information with respect to the SPV Project, whereby some information included therein may be designated as Receiving Party business secret or may be subject to confidential treatment under the Banking Act, Personal Data Protection Act or Corporations Act, which jointly represent Confidential Information.

IT IS AGREED as follows:

1. Definitions

**Representative** of a Party shall mean an Authorised Person or an employee of such Party.

**Authorised Person** shall mean a member of a management body or supervisory body or a procurator of a specific entity including auditors and/or lawyers of such bodies.

Confidential Information of Receiving Party shall mean all information disclosed on behalf of Receiving Party or its Representative in relation to the SPV Project to the Receiving Party or to any Representative of the Receiving Party under this Agreement and/or in relation to the Project, regardless of the form of such information (oral, written, electronic or other tangible or intangible form) and includes, but is not limited to any analyses, compilations, notes, studies, memoranda or other documents, insofar as they are derived from, containing or reflecting such information; Confidential Information of the Disclosing Party does not include information (i) that the Receiving Party or any its Representative already legitimately has in its possession without any obligation to protect its confidentiality before it receives such information from the Disclosing Party; or (ii) that becomes public without violation of the duty to protect its confidentiality on the part of the Receiving Party or any its Representative under this Agreement; or (iii) that is legitimately disclosed to the Receiving Party or any its Representative by a third party with no obligation on the part of the Receiving Party or such its Representative, as the case may be, to protect its confidentiality; or (iv) that the Receiving Party or any its Representative develops independently without using or referring to Confidential Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing confidential information if the disclosure is required by law, regulation or professional requirements.

1. No obligation to disclose, no warranty
	1. The Disclosing Party shall in its own discretion decide which information it shall disclose to the Receiving Party pursuant to this Agreement. None of the provisions of this Agreement shall be construed as an obligation of the Disclosing Party to disclose to the Receiving Party any information whatsoever.
	2. The Receiving Party agrees that Confidential Information of the Disclosing Party does not purport to be all inclusive and that no representation or warranty is made as to the accuracy, reliability or completeness of any of the Confidential Information of the Disclosing Party. Accordingly the Parties agree that neither the Disclosing Party nor any of its Representatives, agents or advisors shall owe any duty of care to the Receiving Party or any other person or shall have any liability to the Receiving Party or any other person resulting from the use of Confidential Information of the Disclosing Party by the Receiving Party, except when the legitimate use of any such information by the Receiving Party and/or by any of its Representatives puts them in breach of law or regulation.
2. Ownership of Confidential Information
	1. Confidential Information of the Disclosing Party is and remains the exclusive property of the Disclosing Party, and the Receiving Party and/or the Receiving Party’s Representatives have no and will not acquire any right or license in respect of it.
3. Protection of business secret and other information
	1. The Receiving Party is obligated to ensure:
		1. that the Receiving Party and the Receiving Party’s Representatives shall keep confidential as the Disclosing Party’s business secret all Disclosing Party’s Confidential Information and to protect all Confidential Information protected under the relevant legislation in accordance with such legislation.
		2. that the Receiving Party or its Representatives will not in any case disclose or send the Confidential Information of the Disclosing Party to any third party without the written consent of the Disclosing Party.
		3. that all its Representatives will act in accordance with this Agreement.
		4. upon the first written demand from the Disclosing Party that the Receiving Party and its Representatives will return or delete within five working days to the Disclosing Party all the Confidential Information of the Disclosing Party. However, a copy of the confidential information/documents may be retained by the Receiving Party in accordance with its back-up, archiving, security and risk management procedures, and such copy shall continue to have a confidential treatment.
	2. The contents of this Agreement and all its constituent parts are confidential by nature and each Party and its Representatives may not fully or partly disclose them to any other person without a prior written consent from the other Party unless stipulated otherwise herein.
	3. Receiving Party may use Disclosing Party as its reference client only with a prior written consent from Disclosing Party.
4. Miscellaneous
	1. This Agreement shall be governed by and construed in accordance with Montenegro law. Any disputes in relation to or deriving from this Agreement shall be resolved by the competent court in Podgorica.
	2. This Agreement constitutes the entire agreement between the Parties with respect to the subject matters addressed herein. This Agreement may not be amended or modified except in writing signed by both Parties. This agreement will come into effect on the date of signature by all the Parties to it.
	3. Entry into this Agreement shall not place any obligation on either of the Parties to enter into any further Agreement(s).
	4. The Parties have executed this Agreement in two original counterparts, one for each Party.

IN WITNESS HEREOF, the Parties hereto executed this Agreement on the date and year first above written.

**Disclosing Party**

**NLB d.d. Tara hotel d.o.o. Budva**

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| --- | --- |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)  | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)  |

Name: \_\_\_\_\_\_\_\_\_\_\_,

Title: Name: Gligor Bojic,

 Title: CEO

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

 Name: Jovica Jakovac

 Title: Chairman of Board of Directors

**Receiving Party**

|  |  |
| --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)  |   |
| Name: \_\_\_\_\_\_\_\_ Title:  |  |