

CONTRACT OF SALE
no. PP-2-2023-5079

agreed and concluded between

the Seller: **Slovenski državni holding, d.d.,**
Mala ulica 5, 1000 Ljubljana,
which is represented by the President of its Management Board, Žiga Debeljak, and member of
the Management Board, Janez Tomšič,
registration no: 5727847000, VAT ID no.: SI 46130373,
OIB (*personal identification no.*): 64974728494, VAT no.: HR64974728494

and

the Buyer: *natural person:*

_____, _____,
identification document (personal ID or passport):
personal identification no.: _____
tax no.: _____
bank account no.: _____, held at bank
(confirmed bank account)

legal entity:

_____, _____,
represented by _____
registration number: _____, tax number/VAT ID no.: _____
bank account no.: _____, held at bank _____
(confirmed bank account)

as follows:

1. Article
(Recitals)

The contracting parties hereby establish the following as indisputable:

1. that the Seller is the owner of real estate with ID number: parcel 525 in the cadastral community of Opatija, land register entry no. 635, measuring 1,302 m²:
 1. Co-ownership: 160/4000 COMMONHOLD TENURE (E-1), comprising commercial space no. 11 measuring 55.00 m²
 2. Co-ownership: 87/4000 COMMONHOLD TENURE (E-2), comprising commercial space no. 12 measuring 29.97 m²
 3. Co-ownership: 102/4000 COMMONHOLD TENURE (E-3), comprising commercial space no. 13 measuring 35.18 m²
 4. Co-ownership: 50/4000 COMMONHOLD TENURE (E-4), comprising commercial space no. 14 measuring 17.16 m²
 5. Co-ownership: 49/4000 COMMONHOLD TENURE (E-5), comprising commercial space no. 15 measuring 16.84 m²
 6. Co-ownership: 46/4000 COMMONHOLD TENURE (E-6), comprising commercial space no. 16 measuring 15.82 m²
 7. Co-ownership: 68/4000 COMMONHOLD TENURE (E-7), comprising commercial space no. 17 measuring 23.36 m²
 8. Co-ownership: 61/4000 COMMONHOLD TENURE (E-8), comprising commercial space no. 18 measuring 21.06 m²
 9. Co-ownership: 44/4000 COMMONHOLD TENURE (E-9), comprising commercial space no. 19 measuring 15.20 m²
 10. Co-ownership: 67/4000 COMMONHOLD TENURE (E-10), comprising commercial space no. 20 measuring 22.92 m²
 11. Co-ownership: 176/4000 COMMONHOLD TENURE (E-11), comprising commercial space no. 21 measuring 60.39 m²
 12. Co-ownership: 101/4000 COMMONHOLD TENURE (E-12), comprising commercial space no. 22 measuring 34.51 m²
 13. Co-ownership: 57/4000 COMMONHOLD TENURE (E-13), comprising commercial space no. 23 measuring 19.53 m²
 14. Co-ownership: 56/4000 COMMONHOLD TENURE (E-14), comprising commercial space no. 24 measuring 19.25 m²
 15. Co-ownership: 80/4000 COMMONHOLD TENURE (E-15), comprising commercial space no. 25 measuring 27.30 m²

16. Co-ownership: 31/4000 COMMONHOLD TENURE (E-16), comprising commercial space no. 26 measuring 10.78 m²
 17. Co-ownership: 105/4000 COMMONHOLD TENURE (E-17), comprising commercial space no. 27 measuring 25.94 m²
 18. Co-ownership: 112/4000 COMMONHOLD TENURE (E-18), comprising commercial space no. 28 measuring 38.31 m²
 19. Co-ownership: 105/4000 COMMONHOLD TENURE (E-19), comprising commercial space no. 29 measuring 35.94 m²
 20. Co-ownership: 112/4000 COMMONHOLD TENURE (E-20), comprising commercial space no. 30 measuring 38.31 m²
 21. Co-ownership: 61/4000 COMMONHOLD TENURE (E-21), comprising commercial space no. 31 measuring 21.00 m²
 22. Co-ownership: 134/4000 COMMONHOLD TENURE (E-22), comprising commercial space no. 33 measuring 46.00 m²
 23. Co-ownership: 98/4000 COMMONHOLD TENURE (E-23), comprising commercial space no. 34 measuring 33.70 m²
 24. Co-ownership: 31/4000 COMMONHOLD TENURE (E-24), comprising commercial space no. 35 measuring 10.56 m²
 25. Co-ownership: 31/4000 COMMONHOLD TENURE (E-25), comprising commercial space no. 36 measuring 10.56 m²
 26. Co-ownership: 72/4000 COMMONHOLD TENURE (E-26), comprising commercial space no. 37 measuring 24.76 m²
 27. Co-ownership: 22/4000 COMMONHOLD TENURE (E-27), comprising commercial space no. 38 measuring 7.50 m²
 28. Co-ownership: 50/4000 COMMONHOLD TENURE (E-28), comprising commercial space no. 39 measuring 17.00 m²
 29. Co-ownership: 50/4000 COMMONHOLD TENURE (E-29), comprising commercial space no. 40 measuring 17.00 m²
 30. Co-ownership: 418/4000 COMMONHOLD TENURE (E-30), comprising apartment no. 3 measuring 210.08 m² and basement space measuring 2.25 m²
 31. Co-ownership: 139/4000 COMMONHOLD TENURE (E-31), comprising apartment no. 4 measuring 69.85 m² and basement space measuring 2.40 m²
 32. Co-ownership: 138/4000 COMMONHOLD TENURE (E-32), comprising apartment no. 5 measuring 69.17 m² and basement space measuring 14.14 m²
 33. Co-ownership: 109/4000 COMMONHOLD TENURE (E-33), comprising apartment no. 6 measuring 54.75 m² and basement space measuring 3.60 m²
 34. Co-ownership: 132/4000 COMMONHOLD TENURE (E-34), comprising apartment no. 7 measuring 66.39 m² and basement space measuring 3.20 m²
 35. Co-ownership: 139/4000 COMMONHOLD TENURE (E-35), comprising apartment no. 8 measuring 69.96 m² and basement space measuring 3.00 m²
 36. Co-ownership: 129/4000 COMMONHOLD TENURE (E-36), comprising apartment no. 9 measuring 64.42 m² and basement space measuring 2.00 m²
 37. Co-ownership: 133/4000 COMMONHOLD TENURE (E-37), comprising apartment no. 10 measuring 64.42 m² and basement space measuring 4.50 m²
 38. Co-ownership: 81/4000 COMMONHOLD TENURE (E-38), comprising apartment no. 41 measuring 40.85 m²
 39. Co-ownership: 81/4000 COMMONHOLD TENURE (E-39), comprising apartment no. 42 measuring 40.90 m²
 40. Co-ownership: 82/4000 COMMONHOLD TENURE (E-40), comprising apartment no. 44 measuring 41.24 m²
 41. Co-ownership: 82/4000 COMMONHOLD TENURE (E-41), comprising apartment no. 43 measuring 41.17 m²
 42. Co-ownership: 22/4000 COMMONHOLD TENURE (E-42), comprising commercial space no. 37 measuring 7.50 m²
 43. Co-ownership: 97/4000 COMMONHOLD TENURE (E-43), comprising commercial space no. 32 measuring 33.40 m² (hereinafter: the **subject of the contract**);
2. that the subject of the contract is categorised as a commercial-residential building with the commercial name "Vila Operetta", measuring a total of 1,377.86 m²;
 3. that Factor projekt d.o.o. is still registered in the land register as the land registry owner of part of the subject of the contract (E-14), but that a contract of sale has already been signed and the proposal for transfer to the Seller under this contract has been submitted;
 4. that Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana, is still entered in the land register as the land registry owner of other parts of the subject of the contract, and that it was merged, as the acquired company, with the Seller, as the acquiring company, under the merger agreement of 28 October 2022. The acquired company was wound up on account of the aforementioned merger, and the acquiring company obtained all assets of the acquired company, including all rights and obligations;
 5. that on the day this contract is concluded, there were no notices of pending action entered in the land register with regard to the subject of the contract and that the subject of the contract was not subject to any pending land registry claim not yet decided by a final resolution;
 6. that a note of dispute is entered on the subject of the contract based on an action to determine ownership (P-1681/21), referenced with ID of right/note Z-32617;
 7. that the Buyer shall buy the subject of the contract as the final (**VARIANT: intermediate**) buyer;
 8. that the subject of the contract, apart from as described in point 6 of this Article, is free from all encumbrances;

9. that the Seller does not have at its disposal a construction and use permit for the subject of the contract, of which the Buyer is aware and explicitly agrees with;
10. that the subject of the contract is a cultural monument (protected cultural asset) under decision no. UP-I-612-08/02-01/560 of 19 February 2003, issued by the Ministry of Culture, Office for the Protection of Cultural Heritage, and decision no. UP/11-612/08/04-01-14 of 9 April 2004, issued by the Ministry of Culture under which a legal pre-emptive right has been registered on the cultural asset in question, which requires the waiver of the right of pre-emption from the municipality, county and Republic of Croatia;
11. **VARIANT (non-exercising of pre-emptive right):** that on ___ 2022, the City of Opatija issued statement no. _____ on the exercising of its pre-emptive right for the subject of the contract;
12. **VARIANT (non-exercising of pre-emptive right):** that on ___ 2022, the Primorje-Gorski Kotar County issued statement no. _____ on the exercising of its pre-emptive right for the subject of the contract;
13. **VARIANT (non-exercising of pre-emptive right):** that on ___ 2022, the Ministry of Culture issued statement no. _____ on the exercising of its pre-emptive right for the subject of the contract;
14. **VARIANT (exercising of pre-emptive right):** that on _____, _____ issued statement no. _____, stating that it accepts the offer for the purchase of the subject of the contract at a price of EUR _____.00 + the associated tax and, together with that statement, paid the full amount of consideration for the above-described subject of the contract to the Seller's account, and enclosed confirmation of payment of consideration to the statement;
15. **VARIANT (tender):** that the buyer was selected as the best bidder in the public collection of binding bids for the purchase of Vila Operetta in Opatija – SDH ID 5079 on ___ 2022 (hereinafter: the "bidding procedure");
16. **VARIANT (loan):** that the Buyer's commercial bank _____ established in Slovenia or the EU (hereinafter: confirmed commercial bank in Slovenia or the EU), issued a statement on _____ 2022 in which it confirmed that it approved (**VARIANT:** by resolution ___/___ of ___ 2022) a purpose-specific long-term loan for the purchase of the subject of the contract, and that following the signing of an agreement securing the pecuniary claim before the selected notary public, they shall, within one (1) business day of completion of the mortgage hearing, transfer the amount of EUR _____.00 under this contract;
17. that the Buyer inspected the subject of the contract in the presence of a representative of the Seller before concluding the contract of sale; and
18. that the Seller is in possession of the subject of the contract and that no lease or other agreement exists with regard to the subject of the contract that could in any way encumber the subject of the contract or in any way limit the right of the Buyer to possess the subject of the contract.

2. Article (Subject of the contract)

The Seller shall sell and the Buyer shall buy the subject of the contract as defined in points 1 and 2 of Article 1 of this contract on an "as-is" basis.

Any discrepancy between the surface area set out/agreed upon in the contract and the actual surface area of the subject of the contract shall not constitute a change to the subject of the contract and the contract cannot be dissolved nor any claim made on these grounds.

The Buyer hereby declares:

- that it has inspected the subject of the contract in detail and studied all documentation relating to the subject of the contract and relevant facts (explicitly including the parcel boundaries and characteristics of the subject of the contract, and all other circumstances related to construction of the subject of the contract);
- that it is fully aware of the legal status and actual condition of the subject of the contract, and that in this respect, in particular regarding the findings referred to in Article 1 of this contract and the legal implications of purchasing the subject of the contract, it has obtained advice from an expert hired for this purpose;
- that the subject of the contract possesses all the required and agreed characteristics, and complies with the intended use and purpose pursued by the Buyer with this purchase;

- that in light of the above the Buyer shall waive any potential claims against the Seller, specifically including those under the title of warranties for any evident or concealed legal and material defects in the subject of the contract, and the contracting parties hereby agree that these warranties of the Seller shall be excluded.

The Buyer shall have, in addition to the subject of the contract, the right to use transport and access routes that are used to access part of the subject of the contract and pass through part of the real estate with the ID parcel no. 1849 in the cadastral community of Opatija, which represents a public good.

3. Article (Purchase price)

The contracting parties hereby declare that they are familiar with the market conditions relating to prices of real estate. In light of the above, the contracting parties shall set the purchase price for the subject of the contract at EUR _____. (in words: _____ and ___/100 euros).

4. Article (Taxation)

1. VARIANT (real estate tax):

The contracting parties hereby find that subject of the contract comprises a building or a part thereof and the land on which it stands, while the two-year period from the commencement of use or initial occupation of the premises has already expired. For this reason, the real estate transaction under this contract is exempt from the payment of value added tax in accordance with point 1 of Article 40 of the Croatian VAT Act and is thus subject to the payment of real estate tax in the amount of 3%, which shall be paid by the Buyer.

2. VARIANT (tax obligation waived in accordance with Article 75 of the Croatian VAT Act):

The contracting parties hereby find that subject of the contract comprises a building or a part thereof and the land on which it stands, while the two-year period from the commencement of use or initial occupation of the premises has already expired. For this reason, the real estate transaction under this contract is exempt from the payment of value added tax in accordance with Article 40 of the Croatian VAT Act.

The Buyer shall be liable to pay VAT in Croatia and shall be entitled to deduct input VAT in connection with the purchase of the subject of the contract for the purpose of performing a business activity (tourism) that is not exempt from VAT.

The contracting parties shall, based on the provisions of the Croatian VAT Act concerning the right to choose in the taxation of real estate transactions, agree that 25% VAT shall be charged in the sale of the subject of the contract.

The contracting parties therefore establish that each party, in connection with the conclusion of this contract in accordance with the Croatian VAT Act, at the request of the tax authority, shall separately prove the existence of a written agreement on taxation of the real estate transaction prior to the completion of delivery. The parties hereby agree that this is a delivery where the tax obligation waiver mechanism under point 3 of Article 75 of the Croatian VAT Act applies.

The contracting parties shall, each on their own behalf, undertake, should they not fulfil their obligations under this article and this would result in VAT not being charged on the sale of the subject of the contract, and/or the sale of the subject of the contract would give rise to the obligation to pay another tax (e.g. real estate tax), that the party failing to fulfil its obligations shall itself pay such other tax and shall reimburse the other party for all damage or costs arising therefrom.

5. Article VARIANT (Buyer does not hold pre-emptive right): (Down payment)

Within **three (3) days** following the signing of this contract by both parties, as a sign that the contract has been concluded, the Buyer shall pay the Seller a down payment in the amount of 10% of the purchase price, i.e. EUR _____ to the Seller's bank account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00

2-2023-5079, purpose of transfer: "Payment of down payment under contract PP-2-2023-5079". This contract shall therefore be deemed to have been concluded when the deposit has been made; failing this, the contract shall be deemed to be cancelled.

The down payment shall bear no interest.

The down payment shall count towards the fulfilment of obligations, i.e. it shall count towards the payment of the purchase price referred to in Article 3 of this contract.

VARIANT (previously paid bid bond):

A bid bond in the amount of EUR 300,000.00, which was paid upon the submission of the Buyer's bid in the bidding procedure, shall be counted towards the down payment, so that pursuant to the first paragraph of this article, the Buyer shall only be obliged to pay the remaining amount of EUR ____.

**6. Article
(Payment of the purchase price)**

1. VARIANT (down payment):

The Buyer shall undertake to pay the remainder of the purchase price in the amount of EUR _____ to the Seller's current account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 2-2023-5079, purpose of transfer "Payment of purchase price under contract no. PP-2-2023-5079", no later than **sixty (60) days** after the signing of this contract.

Payment of the remainder of the purchase price can only be effectively completed by:

- the Buyer with an order of funds from the confirmed bank account; or
- the Buyer with an order of funds from its bank account not held at a bank with a registered office in countries in connection with which there is a high or increased risk of money laundering or terrorist financing, the list of which can be found on the website of the Slovenian Office for Money Laundering Prevention.

In the event of any deviation from the provisions of the previous paragraph, payment of the purchase price shall be deemed valid only if the Seller authorises such payment of the purchase price in writing within ten (10) days from the date of receipt of the purchase price, failing which the purchase price paid shall be returned to the Buyer, less the amount of the down payment by an additional deadline of three (3) business days.

VARIANT: Since under the contract the purchase price will be partly paid via a mortgage loan from the bank, the Seller shall undertake to deposit, at the request of the Buyer or the mortgage creditor, a notarised original of the contract with a notary public before whom the agreement securing the claim shall be concluded, by no later than one (1) day prior to the mortgage hearing.

VARIANT: If the Buyer intends to pay part of the purchase price with their own funds and part via a loan, they shall undertake to inform the Seller of the amount of their own funds no later than **five (5) business days** prior to the mortgage hearing, and to pay these own funds no later than **three (3) business days** prior to the mortgage hearing.

2. VARIANT (the Buyer as holder of a pre-emptive right when the purchase price was paid):

The Buyer paid the purchase price in the amount of EUR _____ to the Seller's current account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 2-2023-5079, within **thirty (30) days** of the date of receipt of the bid for the purchase of the subject of the contract.

Payment of the entire purchase price is a prerequisite for the submission of the notarised original of this agreement to the Buyer.

**7. Article
(Entry of property rights)**

The Seller shall deliver to the Buyer the land register authorisation (*clausula intabulandi*) that will be required for the transfer of ownership rights on the subject of the contract from the Seller to the Buyer in the land register,

immediately after the Buyer pays the full amount of the purchase price set out in Article 4 of this contract in the manner determined by the provisions herein.

The Buyer shall bear the full amount of costs in connection with the transfer of ownership rights on the subject of the contract from the Seller to the Buyer.

8. Article (Possession)

The contracting parties hereby agree that the Seller shall hand over the subject of the contract into the possession of the Buyer within **fifteen (15) days** of the effective payment of the full purchase price. The handover shall be carried out with the conclusion of a handover report by representatives of the contracting parties, in which they shall sign off on the latest readings of meters and other measuring devices for functional costs. All other functional costs where the amount is not determined from meter or other device readings, the contracting parties shall divide those costs with regard to the time of use of the subject of the contract in the period for which the functional costs were charged.

At the time of the handover, the Seller shall present to the Buyer all keys to the subject of the contract and associated premises, including all copies.

The Buyer shall undertake, from the day of the handover of possession of the subject of the contract onwards:

- to bear all functional costs for the subject of the contract (including but not limited to the costs of electricity, heating, gas, telephone, municipal services, municipal taxes, building land use fee and any other functional costs);
- to bear all public taxes and duties, and other encumbrances associated with the subject of the contract; and
- to bear all risks deriving from title to the subject of the contract.

The Buyer shall bear all costs associated with the change of name in the case of legal entities or natural persons that issue invoices for functional costs related to the subject of the contract.

The Buyer shall undertake, within **thirty (30) days** of the handover of the subject of the contract and the signing of the handover record referred to in paragraph 1 of this Article, to report:

- a change to the title to the subject of the contract that affects the calculation of the fee for the use of the building land to the relevant municipality in which the subject of the contract is located; and
- the change to the title to the subject of the agreement, which affects the calculation of operating costs, to suppliers (of electricity, telecommunications, municipal services and administration).

9. Article (Costs)

The Seller shall pay the following costs associated with this contract:

- the costs of notarisation of this contract.

The Buyer shall pay the following costs associated with this contract:

- **VARIANT (real estate tax)**: cost of real estate tax;
- **VARIANT (notarial deposit of the contract at the Buyer's request)**: the cost of depositing this contract with a notary;
- **VARIANT (depositing of purchase price)**: the cost of depositing the purchase price in the notary's custody account;
- the cost of entry of title under this contract;
- any other costs associated with this contract not specifically defined in this article (including but not limited to the costs of the completion and legalisation of the subject of the contract, connection to the infrastructure, division into parcels, clearing, removal of rubble and preparation of the site).

VARIANT (assessed real estate tax):

The Seller shall undertake to file a real estate tax return with the competent financial office by the legally prescribed deadline of **fifteen (15) days** from the conclusion of this contract, and to accept the tax assessment decision by the legally prescribed deadline. The Buyer shall undertake to pay the assessed tax by the legally prescribed deadline.

**10. Article
(Responsibility for fulfilment of the contract)**

If this contract is not fulfilled, the contracting party responsible for that failure shall pay all the costs associated with this contract and the costs of any transactions made hereunder or, in the event of shared responsibility, an amount determined according to the extent of the responsibility for the failure of either of the parties.

Notwithstanding the previous paragraph of this article, the parties hereby agree that if the Seller is responsible for the non-fulfilment of the contract before the expiry of the contractual deadline for the delivery of the subject of the contract and the contract is cancelled, the Buyer shall be entitled to the reimbursement of all payments already made to the Seller under this contract (**VARIANT (Buyer is not holder of a pre-emptive right):**, including the paid down payment amount).

Notwithstanding paragraph 1 of this Article, the parties hereby agree that if the Buyer is responsible for the non-fulfilment of the contract before the expiry of the contractual period for the delivery of the subject of the contract, the Seller may:

- a) demand the fulfilment of the contract, in so far as this is possible, and compensation for damage (**VARIANT (Buyer not holder of a pre-emptive right):**, while the down payment received may count towards compensation or shall be returned to the Buyer), or;
- b) withdraw from the contract (**VARIANT (Buyer not holder of a pre-emptive right):** and keep the down payment received).

Moreover, the contracting parties hereby agree that, in accordance with the provisions of this contract and all independent actions (interventions, changes, etc.), the Buyer shall have no right to any claims or reimbursement of investment costs or potential costs relating to the completion or legalisation of the subject of the contract for all past or future investments in the event of the termination or invalidity of this contract and all associated annexes.

**11. Article
(Assurances and guarantees)**

The Seller shall guarantee the Buyer, on the day of signing and on the day of entry into force of this contract (unless a different date is stated in a guarantee):

- (a) that it is a legally established company existing and organised pursuant to the law under which it was established;
- (b) that it has appropriate contractual capacity to conclude this contract and exercise the rights and fulfil the obligations hereunder;
- (c) that all required corporate activities have been carried out and all internal consents given so that the Seller can conclude this contract and fulfil the obligations hereunder;
- (d) that it is the actual and legal owner of the subject of the contract;
- (e) that the subject of the contract has not been pledged, assigned or transferred in any other way, in full or in part, by the Seller or its legal predecessor, and that it is free of all encumbrances other than those explicitly stated in this contract;
- (f) that during the sales procedure, it both acquainted the Buyer with and submitted all relevant information known to it at a given moment and that refers to the subject of the contract and may in any way impact the legalisation, completion or any future proceedings in which the Buyer becomes involved in relation to the subject of the contract.

On the day of signing and entry into force, the Buyer hereby gives the following assurances and guarantees to the Seller:

- (a) **VARIANT for legal entity:** that it is a legally established company that exists pursuant to the law under which it was established;
- (b) that it has appropriate contractual capacity to conclude this contract and exercise the rights and fulfil the obligations hereunder;
- (c) **VARIANT for legal entity:** that all required corporate activities have been carried out and all internal consents given so that the Buyer can conclude this contract and fulfil the obligations hereunder;
- (d) that the Buyer is not over-indebted, illiquid or in any other way unable to settle its liabilities, or is insolvent under the law in any jurisdiction;
- (e) that all consents, approvals, notifications or other actions of any person or competent authority that are or were required pursuant to the execution of this contract on the part of the Buyer and/or to the execution of a transaction hereunder have been obtained or carried out;
- (f) that no proceeding or investigation has been initiated (and that to the best of the Buyer's knowledge no such proceeding or investigation has been threatened) before any court, administrative authority, tribunal, or other body or agency in which this contract would be alleged to be null and void or an attempt would be made to prevent the conclusion of this contract;
- (g) **VARIANT for legal entity:** that the execution of this contract and the exercising of the rights and the fulfilment of the obligations of the Buyer hereunder shall not result in any breach of the Buyer's internal acts or other laws or regulations governing the Buyer's operations;
- (h) that they have the funds (**VARIANT: loan: guaranteed source of funding**) required for the fulfilment of their obligations under this contract; and
- (i) that they are the final buyer of the subject of the contract (**VARIANT: that they are not the final buyer of the subject of the contract, because the final buyer is the company _____ with its business address at _____, registration number _____, and tax number _____**).

12. Article "Top-up" provision

If, within **six (6) months** of the date of signing, the Buyer concludes a contract of sale for the subject of the contract or part thereof at a higher price than the one determined for the subject of the contract herein, the Buyer shall undertake to pay the Seller the difference in price between the price of the subject of the contract under this contract and the higher price for the subject of the contract from a subsequently concluded contract of sale (hereinafter: top-up payment) within fifteen (15) days following the conclusion of such a contract of sale in accordance with the table below:

Period elapsed from signing date until the conclusion of a purchase and sale agreement for the subject of the contract or part thereof at a price higher than that determined for the subject of the contract by the contract between SDH and the Buyer	Amount of top-up payment of the difference in the price of the subject of the contract concluded between SDH and the Buyer
1 month	100%
2 to 3 months	50%
4 to 6 months	25%

1. **VARIANT (non-deductible costs):** The costs of the Buyer shall not be taken into account in the calculation of the difference in price.
2. **VARIANT (deductible costs):** When calculating the difference in price, the Buyer's costs for _____ shall be recognised in the maximum amount of EUR _____, where those costs shall be evidenced by the original invoices of contractors and suppliers.

The Buyer shall also undertake to include in every contract of sale that it concludes within **six (6) months** following the date of the signing of this contract and under which it undertakes to sell the subject of the contract in part or in

full to a new buyer (regardless of whether the price defined in the subsequent contract of sale is the same, higher or lower than the price under this contract) a provision that will assure the Seller that the subsequent buyer of the subject of the contract shall also undertake to pay the Seller the difference between the price of the subject of the contract under this contract and a higher price for the subject of the contract from a subsequently concluded contract of sale, as indicated in the table above, in the event that the Buyer itself, its buyers or the buyers of these buyers carry out any of the actions referred to in the first paragraph of this article within six months of the date of signature of this contract for the subject of the contract.

If the Buyer fails to meet the obligation set out in the previous paragraph of this article, it shall be liable to pay the Seller the difference in price between the higher price for the subject of the contract from the subsequently concluded contract of sale and the price under this contract, in the percentage defined in the above table.

The provisions of this article shall also apply *mutatis mutandis* in the event of multiple subsequent sales at a higher price within six (6) months following the date of the signing of this contract.

Within **fifteen (15) days** following the end of the six-month period following the date of the signing of this contract, the Buyer shall inform the Seller whether it has concluded a contract of sale with a new buyer for the subject of the contract in the period of six months from the date of the signing this contract and, in the event that it has done so, inform the Seller of the date of conclusion of that contract of sale and the amount of the purchase price **VARIANT (recognised costs)**: and of any potentially recognised costs proven on the basis of the original invoices of contractors or suppliers.

In the event of infringement of the obligation referred to in the preceding paragraph of this article, the Buyer shall be obliged to pay the Seller a contractual penalty in the amount of 10% of the total purchase price payable under this contract. The contractual penalty shall fall due for payment within fifteen (15) days following the day that the Buyer receives the Seller's justified demand.

All provisions of this article relating to the contract of sale shall also apply *mutatis mutandis* to any other contract with similar effect.

13. Article (Anti-corruption clause)

If anyone on behalf of or for the account of one of the contracting parties, promises or otherwise provides any undue benefit to the representative or agent of the other contracting party during the drafting and/or conclusion of the contract in question in order to:

- secure business; or
- conclude business under more favourable terms, or
- omit due oversight of the performance of contractual obligations, or
- engage in any other act or omission that causes damage to a contracting party or provides an undue advantage to a representative or agent of the contracting party, the other contracting party or a representative, statutory representative or agent of the other contracting party, this contract shall be null and void.

14. Article (Prevention of money laundering)

The contracting parties hereby undertake to conduct their business in accordance with valid regulations governing the prevention of money laundering and terrorist financing. Moreover, the contracting parties hereby expressly guarantee the legal origin of the money, goods and other items that are the subject of transactions as part of their critical financial and business activities.

15. Article (Data confidentiality)

All data from this contract, including all data provided directly and indirectly in writing or orally, as well as all forms of electronically forwarded or stored data and copies or duplicates thereof, and all written and oral, indirect and direct actions, circumstances and facts associated with the conclusion and fulfilment of this contract, shall be protected by the contracting parties as strictly confidential and as a trade secret. The contracting parties shall also ensure that data, actions, circumstances and facts shall not be made available to third parties that are not parties to this contract without prior written consent. This shall also apply to any singular and universal legal successors to either of the contracting parties.

Notwithstanding the first paragraph of this article, the contracting parties may disclose data from this contract or actions, circumstances and facts connected to the conclusion and fulfilment of this contract:

- (a) if that data is required to be disclosed in accordance with the applicable legislation and following a request from a court or a public authority;
- (b) if that data is in the public domain, unless this is the result of a breach of the contract;
- (c) if this has been agreed in the contract;
- (d) if that data is disclosed in court proceedings arising from or relating to the contract or the fulfilment of the obligations of the contract; and/or
- (e) to their auditors, employees, or legal and other professional advisers,

whereby the Buyer shall inform the Seller in writing without delay prior to such disclosure.

VARIANT (loan): The provisions of paragraphs 1 and 2 of this article shall not apply to the bank where the Buyer raises a loan to secure the funds for payment of the purchase price under this contract.

16. Article

VARIANT (natural persons): (Management of personal data)

The Buyer has been explicitly informed that the Seller, in their capacity as the data controller, will use and process the Buyer's personal data (name and surname, identity card or passport number, address, personal identification number, tax number, bank account number (hereinafter: personal data)) obtained on the basis of this contract for the purposes of concluding and executing this contract, in accordance with this contract and relevant legislation.

The Seller shall only retain the Buyer's personal data for as long as necessary in order to achieve the purpose for which such data processing is required, but for no more than 20 years after the end of the year to which the documentation relates (pursuant to the ZDDV-1). Once the data processing is completed, the Seller shall delete, destroy or anonymise the Buyer's personal data.

Only those of the Seller's employees with relevant authorisation may use the aforementioned data.

The Buyer shall have the right to request access to its personal data and to rectify, supplement, transfer (where technically feasible), restrict the processing of or erase its personal data under the conditions set out by the General Data Protection Regulation No. 2016/679 of 27 April 2016 and in accordance with relevant legislation. The Buyer shall also have the right to lodge a complaint with the supervisory authority, i.e. the Information Commissioner of the Republic of Slovenia, at the address Zaloška 59, 1000 Ljubljana, Slovenia, tel.: 00 386 (0)1 230 97 30, e-mail: gp.ip@ip-rs.si.

The personal data protection officer at the Seller can be contacted at dpo@sdh.si.

17. Article (Notification)

The contracting parties shall undertake to notify the other party immediately of any changed or new circumstances that are material to the fulfilment of this contract. All notifications shall be made in writing and sent by registered post.

18. Article (Final provisions)

VARIANT (without loan): A proposal for the entry of title to the subject of the contract in the land register may be compiled and submitted to the court by either contracting party, whereby the Buyer undertakes to do so at its own expense.

The contracting parties shall settle potential disputes amicably. If they are unable to reach an amicable settlement, such disputes shall be settled by the court with subject-matter and local jurisdiction in the Republic of Croatia, applying Croatian law as appropriate.

The contracting parties shall agree on any amendments to this contract by means of a written annex thereto.

If any of the provisions of this contract are or become entirely or partly invalid or unenforceable, or if there is any legal vacuum in this contract, this shall not affect the remaining provisions. The contracting parties hereby agree that, where a provision is invalid, unenforceable or non-existent, they shall use a provision that is closest to the purpose and objective of this contract and the will of the contracting parties in its stead.

Obligations regarding confidentiality, the anti-corruption clause and other rules of the Code of Obligations, which by their nature outlast the performance of this contract, shall continue to apply after the fulfilment of the obligations hereunder.

19. Article

This contract shall be deemed concluded when it is signed by both contracting parties and the condition referred to in paragraph 1 of Article 5 of this contract has been fulfilled.

This contract shall be drawn up in two (2) original copies, of which one (1) copy shall be retained by the Seller and one (1) copy shall be retained by a notary public for the purpose of notarising a copy, while three (3) additional copies of the original contract shall be notarised for use by the contracting parties after the signatures have been notarised.

Done in _____,

Buyer:

Done in Ljubljana, _____

Seller:

Slovenski državni holding, d.d.

Janez Tomšič
Member of the Management Board

Žiga Debeljak
President of the Management Board