



Triglav, Upravljanje nepremičnin, d.o.o.
Dunajska cesta 22
1000 Ljubljana

T: 01 47 44 440
E: info-nep@triglav.si
S: www.triglav-upravljanje.si

Subject: Invitation to submit BINDING OFFERS for the purchase of »Teol« real estate

Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana, registration number: 5075076000, represented jointly by director Rok Pivk and procurator Nataša Veselinović, is, under the authorization of Zavarovalnica Triglav d.d., Miklošičeva 19, 1000 Ljubljana (hereinafter: **the seller**), accepting binding offers for the purchase of real estate as follows.

Subject of sale:

Total land, which according to data from the land registry and land cadastre is represented by the following real estate:

ID znak: parcela 1730 346/8 (ID 2449796), parcela 1730 348/2 (ID 2299304), parcela 1730 348/3 (ID 1794643), parcela 1730 348/5 (ID 1802792), parcela 1730 467/2 (ID 2409660), parcela 1730 469/13 (ID 3920149), parcela 1730 348/1 (ID 1132074), parcela 1730 469/8 (ID 804256), parcela 1730 348/4 (ID 1776791), parcela 1730 346/7 (ID 1308662), parcela 1730 469/1 (ID 4926196), parcela 1730 469/2 (ID 2911182), parcela 1730 469/3 (ID 224311), parcela 1730 469/4 (ID 3415117), parcela 1730 469/5 (ID 2911183), parcela 1730 469/6 (ID 4422261), parcela 1730 469/7 (ID 4926197), parcela 1730 469/9 (ID 2316160), parcela 1730 469/10 (ID 3919300), parcela 1730 469/11 (ID 4422262), parcela 1730 469/12 (ID 4926198), parcela 1730 469/14 (ID 2484188), parcela 1730 470/2 (ID 895638), parcela 1730 470/1 (ID 804257), parcela 1730 471 (ID 300981)

(hereinafter: real estate) whose sole owner is Zavarovalnica Triglav, d.d., Miklošičeva cesta 19, 1000 Ljubljana, registration number: 5063345000, which are located in the area of building land with the intended use CU – areas with central activities, IG- economic zones and ZZp –parks, all according to the data from the public records with a total area of **29.532 m²**.

Pursuant to the official location information, the subject of sale is in the area of pre-emption right of the Municipality of Ljubljana as well as the lessee. Since there are pre-emptive rights, pre-emptive beneficiaries will be asked to declare themselves or exercise their pre-emptive right within the statutory period. The object of sale is encumbered with an easement as follows from the publicly available data of the land register.

The buyer is buying the property as it is, following the "as-is" principle, together with all legal and factual characteristics and cannot exercise any claims that would arise from legal or factual errors against the seller.



Triglav, Upravljanje nepremičnin, d.o.o.
Dunajska cesta 22
1000 Ljubljana

T: 01 47 44 440
E: info-nep@triglav.si
S: www.triglav-upravljanje.si

Starting price:

The starting net price for the real estate (price excluding tax and other costs) is 8.900.000,00 EUR.
Offers whose net price is below the starting net price will not be considered.

Tax and all other costs and duties in connection with the sales agreement and the transfer of ownership of the subject of sale (except for the costs of notarization of the seller's signature on the land registry permit for the transfer of ownership to the buyer) shall be borne by the buyer.

Submitting an offer:

An offer to buy real estate must **be binding and unconditional** and must contain the following elements:

- Identification of the bidder (name and surname/company, address, tax number, registration number, representative, contact persons and contact details).
- Identification of the subject of sale for which the offer is submitted.
- The offered net price without the corresponding tax and other costs - the related tax and all other costs and duties related to the sales agreement and to the transfer of ownership (except for the costs of notarization of the seller's signature on the land registry permit) shall be paid by the buyer.
- Payment method and deadline – security in the amount of 10% of the starting price upon submission of the offer and payment of the remaining purchase price together with tax in a lump sum, no later than in 60 days after the signing of the contract.
- Offer validity period – 28.3.2024.
- The "as-is" clause excluding the seller's liability for both factual and legal errors regarding the subject of sale.
- Signed Non-disclosure agreement (Attachment 1), Completed and signed Customer Due Diligence in accordance with ZPPDFT-2 (Attachment 2) and Declaration of beneficial ownership form (Attachment 3), all in accordance with the Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT-2, Official Gazette of the Republic of Slovenia, no. 48/22 in 145/22) and the original of the official extract from the Register of legal entities and from the Register of beneficial owners (for legal entities).
- Completed and signed Consent to the processing of personal data form (Attachment 4) (of natural persons whose data will be stated in the offer and attachments).
- Completed and signed Political exposure form (Attachment 5).
- The offer must be signed by the legal representative of the bidder if the real estate is being purchased by a legal entity or by the natural person of the buyer if the real estate is being





Triglav, Upravljanje nepremičnin, d.o.o.
Dunajska cesta 22
1000 Ljubljana

T: 01 47 44 440
E: info-nep@triglav.si
S: www.triglav-upravljanje.si

purchased by a natural person. If the offer is signed by an authorized person, the offer must be accompanied by a notarized power of attorney.

Security:

In order to vouch for the seriousness of their offer, the bidders are obliged to pay a security in the amount of 10% of the starting price (890.000,00 EUR to the following bank account) by the offer submission deadline. The security for the seriousness of the offer must be paid to the following bank account: Zavarovalnica Triglav, d.d., Miklošičeva cesta 19, 1000 Ljubljana, IBAN no SI56 0400 1004 8780 804, held at the NKBM d.d., reference: 771883-25702, no later than 27. 2. 2024.

In the case of a concluded sales agreement, the security will be included in the purchase price interest-free as a deposit as of the effective date of the sales agreement for the subject of sale to the selected bidder. Unselected bidders will be refunded the security free of interest within eight working days after the selection has been made to the bank account from which it was received. If the selected bidder does not enter into a sales agreement for the purchase of real estate that is the subject of sale, or in the event that the agreement does not enter into force for reasons on the part of the bidder, the seller retains the security and has no further obligations to the selected bidder.

Procedure of collecting binding offers and selection procedure:

Natural and legal persons can participate in the tender. Legal entities must enclose the original of the certified extract from the commercial register (AJPES or other relevant register), which is not older than 30 days (the offer must include a statement regarding the legal entity – bidder and a statement on the actual owners of the legal entity – bidder). Natural persons must attach their consent to the processing of personal data to their offer.

Offers shall be submitted in writing to the company's business address at Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, Ljubljana in a sealed envelope marked "Do not open: TEOL offer." An offer received on time is an offer that arrives at the seller's business address (administration office on the 9th floor) no later than on 27. 2. 2024 by 14:00 or for which the bidder can prove that he has delivered the postal item by registered post by and including 29. 2. 2024. The seller may extend the deadline for the submission of offers, of which he will notify in writing all those who will have signed the Non-Disclosure Agreement.

All costs related to the preparation of the offer, the preparation of evidence and other tender documentation and the costs related to the bidder's participation in this tender shall be borne exclusively by the bidder and the bidder will not demand a reimbursement from the seller in any case.



triglavnepremičnine

Triglav, Upravljanje nepremičnin, d.o.o.
Dunajska cesta 22
1000 Ljubljana

T: 01 47 44 440
E: info-nep@triglav.si
S: www.triglav-upravljanje.si

The offers will not be opened publicly, the procedure will be held in front of a commission and minutes will be taken. Pursuant to this invitation to submit offers, the seller reserves the right to stop the process of selecting the most favourable bidder (or the sale process) at any time and without any liability for damages if it does not select any of the offers received and is not obliged to conclude a sales agreement with any of the bidders.

The offer of the selected bidder will be accepted and the sales agreement for the subject of sale will be concluded under a suspensive condition that the pre-emption rights will not be exercised. At the end of the procedure, the seller will inform all unselected bidders of the fact that their offer has not been selected. In case that the seller accepts an offer, he will inform only the selected bidder.

The selection process is expected to be completed by 28. 3. 2024. During this time, the seller reserves the right to pose additional questions to bidders in order to clarify their offers. If the seller estimates that on the basis of the received offers, he cannot find a suitable bidder or that more favourable terms of sale can be achieved, he may invite all or individual bidders to supplement their offers in individual aspects or improve their offers. The seller is not obliged to explain his decisions.

The selected bidder will be obliged to conclude a sales agreement in accordance with the above conditions and the conditions as evident in the framework of a diligent inspection of the subject of sale within thirty working days of receiving written notice that he has been selected as the most favourable bidder. The seller may extend the period of thirty working days for justified reasons.

Information about the subject of sale:

Interested bidders can obtain additional information every working day between 9:00 and 14:00 at Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, Ljubljana – **Katja Pangršič, tel. no. 00 386 31 589 950** or by e-mail: katja.pangrsic@triglav.si.

In Ljubljana, 29.1.2024



Triglav, Upravljanje nepremičnin, d.o.o.

Director
Rok Pivk

Procurator
Nataša Veselinović

4 | 5



Triglav, Upravljanje nepremičnin, d.o.o.
Dunajska cesta 22
1000 Ljubljana

triglavnepremičnine

T: 01 47 44 440
E: info-nep@triglav.si
S: www.triglav-upravljanje.si

Attachments:

1. Non-disclosure agreement
2. Due Diligence in accordance with ZPPDFT-2
3. Declaration of beneficial ownership
4. Consent to the processing of personal data
5. Political exposure form

POGODBA O NERAZKRIVANJU INFORMACIJ	NON-DISCLOSURE AGREEMENT
<p>Ta soglasna pogodba o nerazkrivanju informacij (v nadaljevanju kot: »Pogodba«) je sklenjen med: Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana, matična številka: 5075076000, ID za DDV: SI77156480, ki ga zastopata Mitja Selan, direktor in Rok Pivk, direktor (v nadaljevanju kot: »Razkrivajoča stranka/Upravičenec«)</p>	<p>This Mutual Non-Disclosure Agreement (hereinafter: »Agreement«) is entered into by and between:</p>
<p>in _____, registrska številka: _____, davčna številka za DDV: _____, ki jo zastopa _____, direktor (v nadaljevanju kot: »Prejemnik/Zavezanc«)</p> <p>(v nadaljevanju skupaj: »Stranki« in vsaka posamično tudi: »Stranka«)</p>	<p>Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana, registration number: 5075076000, VAT ID: SI77156480, duly represented by Mitja Selan, director and Rok Pivk, director (hereinafter: »Disclosing Party«)</p> <p>and</p> <p>_____, registration number: _____, VAT ID: _____, duly represented by _____, director (hereinafter: »Recipient Party«)</p>
<p>I. UVODNE UGOTOVITVE</p>	<p>(hereinafter jointly as: »Parties« and each individually also as: »Party«)</p>
<p>1. člen</p> <p>1.1. Prejemnik želi za namen priprave ponudbe za nakup pregledati podatke, informacije in dejstva v zvezi z nepremičnini ID znak:</p> <p>parcela 1730 346/8, parcela 1730 348/2, parcela 1730 348/3, parcela 1730 348/5, parcela 1730 467/2, parcela 1730 469/13, parcela 1730 348/1, parcela 1730 348/4, parcela 1730 346/7, parcela 1730 469/1, parcela 1730 469/2, parcela 1730 469/3, parcela 1730 469/4, parcela 1730 469/5, parcela 1730 469/6, parcela 1730 469/7, parcela 1730 469/8, parcela 1730 469/9, parcela 1730 469/10, parcela 1730 469/11, parcela 1730 469/12, parcela 1730 469/14, parcela 1730 470/2, parcela 1730 470/1, parcela 471</p> <p>(v nadaljevanju vse skupaj kot: »Nepremičnina«), katerih izključna dejanska in zemljiškoknjižna lastnica je Zavarovalnica Triglav, d.d., Miklošičeva cesta 19, 1000 Ljubljana (v nadaljevanju kot:</p>	<p>I. PRELIMINARY FINDINGS</p> <p>1. Article</p> <p>1.1. Due to the preparation for the purchasing offer and therefore conducting the Standard due diligence of the Property ID sign of the plot:</p> <p>plot 1730 346/8, plot 1730 348/2, plot 1730 348/3, plot 1730 348/5, plot 1730 467/2, plot 1730 469/13, plot 1730 348/1, plot 1730 348/4, plot 1730 346/7, plot 1730 469/1, plot 1730 469/2, plot 1730 469/3, plot 1730 469/4, plot 1730 469/5, plot 1730 469/6, plot 1730 469/7, plot 1730 469/8, plot 1730 469/9, plot 1730 469/10, plot 1730 469/11, plot 1730 469/12, plot 1730 469/14, plot 1730 470/2, plot 1730 470/1, plot 471</p> <p>(all together hereinafter: »the Property«), all which are owned by Zavarovalnica Triglav, d.d., Miklošičeva cesta 19, 1000 Ljubljana (hereinafter:</p>

<p>»Lastnica«), njena zastopnica za trženje nepremičnin pa Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana (v nadaljevanju tudi kot: »Zastopnica« ali »Razkrivajoča stranka«). Vsled tega bo Prejemnik pregledoval podatke, informacije, poročila, predstavitev, analize, študije in dejstva v zvezi z Nepremičnino.</p>	<p>»Owner«), whose real estate marketing agent is Triglav, Upravljanje nepremičnin, d.o.o, Dunajska cesta 22, 1000 Ljubljana (hereinafter) also as: »Agent« or »Disclosing Party«). Recipient Party wishes to review data, information, reports, presentations, analyses, studies, and facts related to the Property.</p>
<p>1.2. Zaradi tega bo Prejemnik lahko v predpogodbeni fazi pogajanj pridobil nekatere zaupne dokumente in zaupne podatke o Nepremičnini. Prejemnik se bo izključno za namen določen s to pogodbo seznanil z zaupnimi podatki, zato pogodbenici sklepata to pogodbo, da bi uredili medsebojne pravice in obveznosti glede ne razkrivanja in varovanja tovrstnih informacij.</p>	<p>1.2. Due to this, during the pre-contractual negotiating stage Recipient Party will be able to get some confidential documents and Confidential Information from Disclosing Party and/or Owner. As in the process of the Standard due diligence and solely for purposes of evaluating the Property, Recipient Party will become acquainted with the Confidential Information, therefore the parties hereby conclude this Non-Disclosure agreement with a view to regulating mutual rights and obligations regarding the Confidential Information.</p>
<p>1.3. Ta Pogodba začne veljati z dnem, ko jo podpišeta obe pogodeni stranki in preneha veljati,</p>	<p>1.3. This Agreement shall enter into force and effect as of the day this Agreement is signed by both parties and shall automatically terminate when the purpose for which it was entered into force expires.</p>
<p>ko preneha veljati pogodbeni namen.</p>	<p></p>

II. ZAUPNI PODATKI

2. člen

2.1. Prejemnik izjavlja, da je seznanjen in soglaša, da se za potrebe te Pogodbe za zaupen in varovan podatek šteje vsak podatek, informacija, komunikacija in dejstvo, ki je pri pregledu Nepremičnin, razkrit Prejemniku, kot zaupen pa tudi vsak drug podatek, informacija in dejstvo glede oz. v zvezi s Nepremičnino, z Razkrivajočo partnerico, Lasnico, vključno z njenima poslovnima praksama, »know-how«-om, povezanimi osebami, zastopniki in zaposlenimi, s katerim se Prejemnik seznani na podlagi in/ali v zvezi s to Pogodbo in sicer neglede na medij ali način njihovega zapisa, neglede na način njihovega posredovanja, sporočitve, razkritja oz. seznanitve ter neglede na to ali takšni podatki, informacije in dejstva pri

II. CONFIDENTIAL INFORMATION

2. Article

2.1. Recipient Party declares his awareness of and agrees that for the purposes of this Agreement, Confidential Information is any data, information, communication and fact that is disclosed to Recipient Party during conducting the Standard due diligence of the Property, as well as any other information and fact in connection with the Property, Disclosing Party, Owner, including Disclosing Party's and Owner's business practices, know-how, related persons, agents and employees, with whom Recipient Party becomes acquainted on the basis and connection of this Agreement,



<p>Razkrivajoči stranki in/ali Lastnici veljajo, se štejejo oz. so označeni kot zaupni ali avtorsko varovani podatki (v nadaljevanju kot: »Zaupni podatki«).</p> <p>2.2. Kot Zaupni podatki veljajo oz. se štejejo tudi vsi dokumenti oz. mediji, ki jih pogodbeni stranki, lastnica ali tretja oseba pripravi (v celoti in/ali delno) na podlagi Zaupnih podatkov Razkrivajoče stranke in/ali Lastnice ali ki vsebujejo tovrstne Zaupne podatke. Za potrebe te Pogodbe se za dokument šteje vsak napisan, narisan, natisnjen, razmnožen, posnet, fotografiran, magneten, optičen ali kakšen drugačen zapis Zaupnih podatkov. Za potrebe te Pogodbe se za medij šteje vsako sredstvo oz. nosilec, ki vsebuje Zaupne podatke.</p> <p>2.3. Ne glede na navedeno se za Zaupne podatke ne štejejo podatki, informacije in dejstva, ki:</p> <ul style="list-style-type: none"> - postanejo javno dostopni, razen v kolikor postanejo javno dostopni zaradi ali v zvezi s kršitvijo te Pogodbe, - jih je Razkrivajoča stranka in/ali Lastnica izrecno označila kot nezaupne in jih kot take posredovala, sporočila oz. razkrila Prejemniku, - so bili kot nezaupni posredovani, sporočeni oz. razkriti Prejemniku s strani tretje osebe, ki ni Razkrivajoča stranka in/ali Lastnica, član njenega organa vodenja ali nadzora in/ali njen delavec oz. zaposleni ali/in pooblaščenec, razen v kolikor je bila tretja oseba dolžna posredovane, sporočene oz. razkrite podatke, informacije in dejstva varovati kot zaupne, ne glede na pravno podlago za tako zavezo, - informacije, ki v skladu z veljavno zakonodajo štejejo za informacije javnega značaja Razkrivajoče stranke 	<p>regardless of the manner of their transmission, communication, disclosure or acquaintances and regardless of whether such data, information and facts are valid, considered or marked as confidential by Disclosing Party and/or Owner (hereinafter: »Confidential Information«).</p> <p>2.2. As Confidential Information are considered all documents or media prepared by Disclosing Party, Owner, Recipient Party or by a third party (in whole and / or in part) on the basis of Confidential Information or containing Confidential Information. For the purposes of this Agreement, a document is any written, drawn, printed, reproduced, recorded, photographed, magnetic, optical or other record of Confidential Information. For the purposes of this Agreement, the word medium is understood as any medium containing Confidential Information.</p> <p>2.3. Nevertheless, Confidential Information shall not be deemed to be information, data or facts which:</p> <ul style="list-style-type: none"> - become publicly available, except in so far as they become publicly available as a result of or in connection with a breach of this Agreement, - Disclosing Party and/or Owner has explicitly marked them as non-confidential and forwarded, communicated or disclosed them as such to Recipient Party, - have been forwarded, communicated or disclose to Recipient Party by a third party who is not Disclosing Party and/or Owner or Representative, a member of its management or supervisory body and/or its employee or company representative unless the third party was obliged to provide, communicate or protect disclosed data, information and facts as confidential, regardless of the legal basis for such undertaking,
---	---



<p>in/ali Lastnice in jih je ta dolžna javno razkriti.</p> <p>III. DOLŽNOST VAROVANJA ZAUPNIH PODATKOV</p> <p>3. člen</p> <p>3.1. Prejemnik se zavezuje, da bo trajno, s skrbnostjo dobrega gospodarstvenika oz. strokovnjaka in v skladu z veljavno zakonodajo in to Pogodbo, varoval vse Zaupne podatke in da Zaupnih podatkov ne bo na kakršenkoli način posredoval, sporočil oz. razkril tretjim osebam, razen v primeru, da bo za posamezne podatke pridobil posebno pisno soglasje Razkrivajoče stranke in/ali Lastnice in tudi v tem primeru izključno za potrebe priprave ponudbe za nakup Nepremičnine.</p> <p>3.2. Prejemnik ima pravico posredovati, sporočiti oz. razkriti Zaupne podatke izključno članom organov vodenja in nadzora, poslovodnim osebam, zakonitim zastopnikom, delavcem, zaposlenim in strokovnim svetovalcem, in sicer zgolj v obsegu, ki ga slednji neizogibno potrebujejo zaradi priprave ponudbe za nakup Nepremičnine. Seznam oseb, katerim bodo Zaupni podatki razkriti, je kot priloga (Priloga 1) sestavni del te Pogodbe.</p> <p>3.3. Prejemnik je dolžan vse navedene osebe, preden jim posreduje, sporoči oz. razkrije Zaupne podatke, pisno seznaniti z dolžnostjo varovanja Zaupnih podatkov in jih zavezati s podpisom posebne izjave, da Zaupne podatke varujejo najmanj v obsegu in na način ter pod odgovornostjo, kot je določeno s to izjavo.</p>	<ul style="list-style-type: none"> - information which, in accordance with the applicable legislation, is considered to be public information of Disclosing Party and/or Owner and which Disclosing Party and/or Owner is obliged to disclose publicly. <p>III. DUTY TO PROTECT CONFIDENTIAL INFORMATION</p> <p>3. Article</p> <p>3.1. Recipient Party agrees to permanently, with the diligence of a good expert and in accordance with applicable law, protect all Confidential Information. and that Confidential Information will not be provided, communicated or disclosed to third parties, unless Recipient Party obtains the special written consent from Disclosing Party and/or Owner for each and every data and also in this case exclusively for the purposes of preparing an purchasing offer for the Property.</p> <p>3.2. Recipient Party has the right to forward, communicate or disclose Confidential Information exclusively to members of management and supervisory bodies, managers, legal representatives, employees, and professional advisers of Recipient Party and exclusively for the purposes of preparing an offer for the purchase of the Property. The list of persons to whom Confidential Information will be disclosed by Recipient Party is an Annex (Annex 1) and integral part of this Agreement.</p> <p>3.3. Before forwarding or disclosing Confidential Information to all the above-mentioned persons, Recipient Party is obliged to inform (in writing) them about the duty to protect Confidential Information and oblige them by signing a special statement which specifies that Confidential Information is protected at least to the extent and in the manner and under the responsibility set forth in this Agreement.</p>
---	--



<p>3.4. Dolžnost varovanja zaupnih podatkov velja za vse osebe v pravnem razmerju s Prejemnikom, ne glede na to, ali jim je Zaupne podatke posredoval Prejemnik ali Razkrivajoča stranka ali Lastnica neposredno zaradi njihovega pravnega razmerja s Prejemnikom.</p>	<p>3.4. The duty to protect Confidential Information applies to all persons in a legal relationship with Recipient Party, regardless of whether the Confidential Information was provided to them by the Recipient Party or Disclosing Party or Owner directly due to their legal relationship with Recipient Party.</p>
<p>3.5. V kolikor bo Prejemnik želel razkriti Zaupne podatke tudi osebam, ki niso na seznamu, ki je priloga (Priloga 1) te Pogodbe, je dolžan predhodno to sporočiti Razkrivajoči stranki in/ali Lastnici in voditi seznam vseh oseb, katerim so bili Zaupni podatki razkriti, vključno z opisom Zaupnih podatkov, ki so bili razkriti in tako evidenco vsak čas, na njeno zahtevo, predložiti Razkrivajoči stranki in/ali Lastnici v pregled.</p>	<p>3.5. If Recipient Party wishes to disclose Confidential Information to persons who are not on the list attached to this Agreement (Annex 1), he is obliged to notify Disclosing Party and/or Owner about it in advance and keep a list of all persons to whom Confidential Information has been disclosed, including the description of the Confidential Information which have been disclosed and shall, at its request, submit such records to Disclosing Party and/or Owner for review at any time.</p>
<p>3.6. Prejemnik se zaveže evidenco voditi v skladu z Zakonom o varstvu osebnih podatkov (v nadaljevanju kot: »ZVOP-2«) in Uredbo (EU) 2016/679 Evropskega parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES (v nadaljevanju kot: »GDPR«).</p>	<p>3.6. Recipient Party undertakes to keep records in accordance with the Personal Data Protection Act (hereinafter: »ZVOP-2«) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: »GDPR«).</p>
<p>3.7. Ne glede na navedeno, lahko Prejemnik razkrije Zaupne podatke izključno članom organov vodenja in nadzora, poslovodnim osebam, zakonitim zastopnikom, delavcem, zaposlenim in strokovnim svetovalcem Prejemnika, in sicer zgolj v obsegu, ki ga slednji neizogibno potrebujejo zaradi priprave ponudbe za nakup Nepremičnine.</p>	<p>3.7. Nevertheless Recipient Party may disclose Confidential Information only to his members of management and supervisory bodies, managers, legal representatives, employees and professional advisers and only to the extent of the purposes of preparing an offer for the purchase of the Property.</p>
<p>3.8. Prejemnik se zavezuje, da bo o dolžnosti varovanja Zaupnih podatkov v skladu s to Pogodbo seznanil vse osebe, katerim bi razkril Zaupne</p>	<p>3.8. In accordance with this Agreement, Recipient Party commits to notify about the duty to protect Confidential Information all persons to whom it would, disclose Confidential Information and shall</p>



<p>podatke v skladu s to izjavo in odškodninsko odgovarja za njihovo morebitno ravnanje v nasprotju s to Pogodbo, kot za svoje lastno ravnanje.</p>	<p>be liable for any conduct contrary to this Agreement or binding damage as if for his own conduct.</p>
<p>3.9. Prejemnik se strinja, da bo prejemal in uporabljal zaupne podatke samo za predvideni namen, določen s to pogodbo, zato lahko Prejemnica uporablja zaupne podatke izključno za namene izvajanja standardnega skrbnega pregleda Nepremičnine in teh zaupnih podatkov ne bo uporabljal ali razkrival drugače.</p>	<p>3.9. Recipient Party agrees that it will receive and use Confidential Information only for the Intended Purpose, therefore Receiving Party may use the Confidential Information solely for the purpose of conducting the Standard due diligence of the Property and will not otherwise use or disclose such Confidential Information.</p>
<p>IV. VAROVANJE DOKUMENTOV IN MEDIJEV TER NJIHOVO UNIČENJE</p>	<p>IV. PROTECTION OF DOCUMENTS AND THEIR DESTRUCTION</p>
<p>4. člen</p>	<p>4. Article</p>
<p>4.1. Prejemnik se zavezuje, da bo vse dokumente, ki vsebujejo Zaupne podatke in medije s takšnimi dokumenti, hranil s skrbnostjo dobrega gospodarstvenika, na varnem mestu in izven dosega nepooblaščenih oseb in jih ne bo kopiral ali drugače razmnoževal in z njimi ravnal na način, da prepreči kopiranje, tativno, poškodovanje, uničenje ali drug poseg v Zaupne podatke s strani tretjih oseb.</p>	<p>4.1. Recipient Party undertakes to keep all documents containing Confidential Information and the media with such information with the due care and diligence of a prudent businessman, in a safe place and out of the reach of unauthorized persons and won't copy or otherwise reproduce and handle them in such a way as to prevent copying, theft, damage, destruction or other interference with Confidential Information by third parties.</p>
<p>4.2. Razkrivajoča stranka in/ali Lastnica lahko kadarkoli pisno zahteva, Prejemnik pa se zaveže na podlagi take zahteve takoj vrniti katerikoli posredovan pisni Zaupni podatek oz. medij ali dokument s takim Zaupnim podatkom in sicer skupaj s pisno izjavo Prejemnika, da ta ni zavestno zadržala kakršnegakoli Zaupnega podatka ali njegove kopije.</p>	<p>4.2. Disclosing Party and/or Owner or their Representative may at any time request and Recipient Party undertakes to return any written Confidential information or a medium or document containing such Confidential Information, together with a written statement that Recipient Party has not knowingly withheld any Confidential Information or a copy thereof.</p>
<p>4.3. Prejemnik je dolžan takoj po prenehanju namena iz 1. člena te izjave ali na zahtevo Razkrivajoče stranke ali Lastnice dokumente, ki vsebujejo Zaupne podatke in medije s takšnimi dokumenti, takoj vrniti Razkrivajoči stranki ali</p>	<p>4.3. Recipient Party is obliged to return the documents and other media containing Confidential Information immediately after the termination of the purpose referred to in Article 1 of this Agreement or at the request of Disclosing Party and/or Owner and destroy them at request of</p>

<p>Lastnici ali pa jih na njeno zahtevo uničiti ter o tem posredovati dokazilo.</p>	<p>Disclosing Party and/or Owner and provide proof thereof.</p>
<p>V. GARANCIJA</p>	<p>V. WARRANTY</p>
<p>5. člen</p>	<p>5.1. Recipient Party agrees that Disclosing Party and/or Owner make no representations or warranties (express or implied) regarding the accuracy or completeness of the Confidential Information available to Recipient Party in connection with the Property. Recipient Party further acknowledges that Disclosing Party and/or Owner has no obligation to provide Recipient Party with access to any other Confidential Information, or to update or correct inaccuracies in any Confidential Information to which the Recipient Party has had access. Recipient Party is responsible for self-assessing Confidential Information.</p>
<p>5.1. Prejemnik se strinja, da Razkrivajoča stranka in/ali Lastnica ne daje nobenih zagotovil ali jamstev (izrecno ali konkludentno) v zvezi z natančnostjo ali popolnostjo Zaupnih podatkov, ki so na razpolago Prejemniku v zvezi z Nepremičnino. Prejemnik nadalje priznava, da Razkrivajoča stranka in/ali Lastnica nima nobene obveznosti, da zagotovila Prejemniku dostop do katerih koli drugih Zaupnih podatkov, ali da jih posodablja, ali popravi netočnosti v kakršnih koli Zaupnih podatkih, do katerih je imel Prejemnik dostop. Prejemnik je odgovoren, da sam oceni Zaupne podatke.</p>	<p>5.2. Recipient Party undertakes to protect the Confidential Information even in the event of the expiration of this Agreement.</p>
<p>5.2. Pogodbena prejemnica se zavezuje, da bo varovala zaupne podatke tudi v primeru izteka te pogodbe.</p>	<p>VI. LIABILITY AND CONTRACTUAL PENALTY</p>
<p>VI. ODŠKODNINSKA ODGOVORNOST IN POGODBENA KAZEN</p>	<p>6. Article</p>
<p>6. člen</p>	<p>6.1. Recipient Party shall be responsible for any breach of this Agreement by itself, its employees and any third party to which it has disclosed any Confidential Information and to hold harmless from and against any and all claims, damages, losses, liabilities and expenses (including attorney's fees and disbursements) arising out of any breach of this Agreement.</p>
<p>6.1. Prejemnik je odgovoren za vsako kršitev te Pogodbe, ki jo povzroči sam, njegovi zaposleni in/ali tretje osebe, katerim je razkril Zaupne podatke, ter zadrži neškodljivo stranko za razkritje vseh in vseh zahtevkov, odškodnine, izgub, obveznosti in stroškov (in proti njim) vključno z odvetniškimi honorarji in izplačili), ki izhajajo iz kakršne koli kršitve te Pogodbe.</p>	<p>6.2. This Agreement shall be effective as of the date of the Effective date first written below. The confidentiality obligation shall not be time limited.</p>
<p>6.2. Pogodba začne veljati z dnem podpisa pogodbenih strank. Obveznosti zaupnosti ni časovno omejena.</p>	<p>6.3. In the event of a breach of the provisions of Articles 3. and 4. of this Agreement, Recipient Party is obliged to pay a contractual penalty of 20,000</p>



<p>6.3. V primeru kršitve določb 3. in 4. člena te Pogodbe je Prejemnik dolžan plačati pogodbeno kazen v višini 20.000 EUR Razkrivajoči stranki in/ali Lastnici, in sicer za vsako posamično razkritje oziroma kršitev v roku 8 dni po pisni zahtevi za plačilo Razkrivajoče stranke in/ali Lastnice.</p>	<p>EUR to Disclosing Party and/or to Owner for every and each violation, which falls due within 8 days of the written request of Disclosing Party and/or Owner.</p>
<p>6.4. V primeru kršitve določb 3. in 4. člena te Pogodbe prejemnik odgovarja tudi za odškodnino v skladu s splošnimi pravili, ki urejajo odškodninsko odgovornost po veljavnih predpisih Republike Slovenije tako Razkrivajoči stranki kot tudi Lastnici.</p>	<p>6.4. In the event of a breach of the provisions of Articles 3. and 4. of this Agreement, Recipient Party shall also be liable for damages in accordance with the general rules governing liability for damages according to applicable regulations of the Republic of Slovenia to both the Disclosing Party and the Owner.</p>
<p>6.5. Pogodbenica prejemnica se zavezuje, da bo varovala zaupne podatke tudi v primeru izteka te pogodbe in izjavlja, da njena dolžnost varovanja zaupnih podatkov ni časovno omejena.</p>	<p>6.5. Recipient Party undertakes to protect Confidential Information even in the event of the expiration of this Agreement and declares that its duty to protect Confidential Information is not limited in time.</p>
<p>VII. KONČNE DOLOČBE</p>	
<p>7. člen</p>	
<p>7.1. Vse spremembe in dopolnitve k tej Pogodbi morajo biti sklenjene v pisni obliki. Vse spore, ki bi nastali iz te Pogodbe oz. v zvezi z njo, bosta Pogodbeni stranki prvenstveno reševali sporazumno, v kolikor pa to ne bo mogoče, pa Pogodbeni stranki dogovorita krajevno pristojnost stvarno pristojnega sodišča v Ljubljani in uporabo slovenskega prava.</p>	<p>7.1. All amendments and supplements to this Agreement must be concluded in writing. Any disputes arising from this Agreement or in relation thereto shall primarily be settled by the Parties amicably, if not possible, the Parties agree on the territorial jurisdiction of the Court of Ljubljana with subject matter jurisdiction in accordance with the laws of Slovenia.</p>
<p>7.2. Pogodbeni stranki izjavljata, da v kateri koli fazi sklepanja oziroma izvajanja te pogodbe nobena od njiju ni in ne bo ponudila, dala ali obljudila kakršno koli nedovoljeno korist kateremu koli zaposlenemu ali članu organov vodenja ali nadzora pri nasprotni pogodbeni stranki ali kateremu koli predstavniku oziroma posredniku organa oziroma organizacije iz javnega sektorja, za:</p>	<p>7.2. The parties declare that, at any stage of the conclusion or implementation of this Agreement, none of them has offer, give or promise any illegal benefit to any employee or member of the management or control bodies of the other party or any representative or intermediary of the authority or organizations from the public sector, for:</p> <ul style="list-style-type: none"> • acquiring business or • concluding a deal under more favorable conditions or



<ul style="list-style-type: none"> • pridobitev posla ali • sklenitev posla pod ugodnejšimi pogoji ali • opustitev dolžnega nadzora nad izvajanjem te pogodbe ali • drugo ravnanje ali opustitev, s katerim je ali bi bila lahko nasprotni pogodbeni stranki ali organu oziroma organizaciji iz javnega sektorja povzročena škoda ali omogočena pridobitev nedovoljene koristi kateremu koli zaposlenemu ter članu organov vodenja ali nadzora pri nasprotni pogodbeni stranki ali predstavniku, posredniku organa oziroma organizacije iz javnega sektorja. 	<ul style="list-style-type: none"> • failure to supervise the performance of this Agreement or • other conduct or omission that caused or could have caused damage to the counterparty or a body or organization from the public sector or enabled the acquisition of an unauthorized benefit to any employee and member of the management or control bodies of the counterparty or a representative, intermediary of the body or organization from the public sector.
<p>V primeru kršitve ali poskusa kršitve te klavzule, je že sklenjena pogodba nična. V primeru, da se pogodba še ni pričela uporabljati, se šteje, da ni bila sklenjena.</p>	<p>In case of violation or attempted violation of this clause, the already concluded Agreement is null and void. If the Agreement has not yet come into force, it is considered that it has not been concluded.</p>
<p>Pogodbeni stranki se zavezujeta, da bosta v sorazmerju z velikostjo svoje organizacije, prepoznani lastni izpostavljenosti tveganju koruptivnih ravnanj, naravo svojega poslovanja in zakonodajo s področja preprečevanja korupcije, ki zavezuje posamezno pogodbeno stranko, vzpostavili primerne ukrepe za preprečevanje koruptivnih ravnanj, ki bodo omogočali aktivno preprečevanje koruptivnih ravnanj, njihovo odkrivanje in ustrezeno obravnavo ter poročanje zaznanih kršitev pristojnim uradnim organom.</p>	<p>The contracting parties undertake to establish appropriate measures for the prevention of corrupt practices, which will enable active prevention corrupt practices, their detection and appropriate treatment, and the reporting of detected violations to the competent official bodies.</p>
<p>V primeru suma koruptivnega ravnanja ali kršitve obveznosti iz prejšnjega odstavka na strani ene od pogodbenih strank (v nadaljevanju: pogodbena stranka kršiteljica) je druga pogodbena stranka (v nadaljevanju: pogodbi zvesta pogodbena stranka) upravičena sprejeti ustrezone ukrepe za obvladovanje lastne izpostavljenosti tveganjem za nastanek poslovne škode in škode za lastni ugled, ki vključujejo predvsem, a ne izključno:</p> <ul style="list-style-type: none"> • omejitev ali odvzem s pogodbo podeljenih pooblastil za delovanje v imenu in za račun pogodbi zveste stranke, 	<p>In case of suspicion of corrupt behavior or violation of obligations from the previous paragraph on the part of one of the contractual parties (hereinafter: the offending contractual party), the other contractual party (hereinafter: the faithful contractual party) is entitled to take appropriate measures to control its own exposure to the risks of business damage and damage to one's reputation, which include mainly, but not exclusively:</p> <ul style="list-style-type: none"> • restriction or revocation of the powers granted by the Agreement to act on behalf of and for the account of the party loyal to the Agreement, • carrying out an audit of the implementation of the provisions of the Agreement at the offending party, • the requirement that the offending party provides additional insurance in case of business



<ul style="list-style-type: none"> izvedbo revizije izvajanja določil pogodbe pri pogodbni stranki kršiteljici, zahtevo, da pogodbena stranka kršiteljica zagotovi dodatno zavarovanje za primer nastanka poslovne škode ali škode za ugled pogodbi zvesti stranki. 	<p>loss or damage to the reputation of the party loyal to the Agreement.</p> <p>In the event that a procedure is initiated against the offending contracting party before the official authorities due to corrupt behavior, which relates to the content of business cooperation based on this Agreement, the contractual party loyal to the Agreement may suspend the implementation of its obligations under the Agreement until a final decision is made in this procedure, without any liability for damage that would thereby occur to the offending party.</p>
<p>V primeru, da je zoper pogodbeno stranko kršiteljico pred uradnimi organi uveden postopek zaradi koruptivnega ravnana, ki se nanaša na vsebino poslovnega sodelovanja na podlagi te pogodbe, lahko pogodbi zvesta pogodbena stranka zadrži izvajanje svojih obveznosti po pogodbi do sprejema končne odločitve v tem postopku, brez vsakršne odgovornosti za škodo, ki bi s tem nastala pogodbni stranki kršiteljici.</p>	
<p>7.3. Splošni pogoji za partnerje Zavarovalnice Triglav, d.d. (v nadaljevanju: Splošni pogoji) predstavljajo sestavni del te pogodbe. Splošni pogoji zavezujejo obe pogodbni stranki in so zavezujoči v enaki meri kot sama krovna pogodba.</p>	<p>7.3. General conditions for partners of Zavarovalnica Triglav, d.d. (hereinafter: General Terms and Conditions) constitute an integral part of this Agreement. The general conditions are binding on both contracting parties and are binding to the same extent as the umbrella contract itself.</p>
<p>S podpisom te pogodbe je pogodbena stranka seznanjena in potrjuje Splošne pogoje, ki so objavljeni na spletni strani https://www.triglav.eu/sl/trajnostni-razvoj/odnosi-z-dobavitelji.</p>	<p>By signing this Agreement, the contracting party is aware of and confirms the General Conditions, which are published on the website https://www.triglav.eu/sl/trajnostni-razvoj/odnosi-z-dobavitelji.</p>
<p>7.4. Pogodbni stranki soglašata, da se za tolmačenje določil te pogodbe, pogodbene volje Pogodbnih strank ter pravice in obveznosti, ki izvirajo iz te pogodbe oz. v zvezi s to pogodbo uporablja pravo Republike Slovenije.</p>	<p>7.4. The Contracting Parties agree that to the interpretation of provisions from this Agreement, the contractual will of the Contracting Parties and the rights and obligations arising thereunder or in relation to this Agreement, the law of the Republic of Slovenia shall apply.</p>
<p>7.5. Pogodba je zapisana v slovenskem in angleškem jeziku, pri čemer v primeru dvoma prevlada zapis v slovenskem jeziku.</p>	<p>7.5. The Agreement is written in the Slovene and English language, with the Slovene language prevailing in case of doubt.</p>
<p>7.6. Ta Pogodba je sklenjena in podpisana v dveh (2) enakih izvodih, od katerih prejme vsaka pogodbena stranka po en (1)izvod.</p>	<p>7.6. This Agreement is concluded and signed in two (2) identical copies, of which each Contracting Party receives one (1) copy.</p>

<p>Priloga:</p> <p>1. Seznam oseb</p>	<p>Annex:</p> <p>1. List of persons</p>
--	--

Datum začetka veljavnosti/ Effective Date: _____

Prejemnik/ Recipient Party: _____



Razkrivajoča stranka/Disclosing Party:

Triglav, Upravljanje nepremičnin, d.o.o.

Rok Pivk, Director

Nataša Veselinović, Procurator

SEZNAM OSEB/LIST OF PERSONS

	ime in priimek/ name and surname	pogodbeni odnos/ contractual relationship	email naslov/ email address
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**Pregled stranke v skladu z ZPPDFT-2¹ / Customer Due Diligence in accordance with
ZPPDFT-2²**

		PRAVNA OSEBA/ LEGAL PERSON
1	firma/ <i>company name</i>	
2	poslovni naslov, sedež/ <i>business address, registered office</i>	
3	matična številka/ <i>registration number</i>	
4	davčna številka/ <i>tax number</i>	
		(i) Fizična oseba, Samostojni podjetnik / <i>Natural person, entrepreneur</i> (ii) Zakoniti zastopnik pravne osebe/ <i>Legal representative of the legal entity</i> (iii) Pooblaščenec fizične osebe ali samostojnega podjetnika, pravne osebe ³ / <i>Representative of a natural person or entrepreneur or legal person⁴</i>
5	osebno ime ⁵ / <i>personal name⁶</i>	
6	naslov stalnega bivališča/ <i>permanent residence</i>	
7	naslov začasnega bivališča/ <i>temporary residence</i>	
8	datum in kraj rojstva/ <i>date and place of birth</i>	
9	davčna številka ali EMŠO/ <i>tax number or identity number</i>	
10	državljanstvo/ <i>nationality</i>	
11	številka, vrsta in naziv izdajatelja uradnega osebnega dokumenta/ <i>number, type and issuing authority of identity document</i>	

¹ Zakon o preprečevanju pranja denarja in financiranja terorizma.

² Prevention of Money Laundering and Terrorist Financing Act.

³ V kolikor je teh oseb več, se za vsako posebej predloži svoj obrazec.

⁴ If there are more than one of these persons, separate form must be submitted for each and every one of them.

⁵ Vsi osebni podatki fizičnih oseb, ki so navedene v tem obrazcu, se preverijo v osebnem dokumentu stranke ali zastopnikov/pooblaščencev.

⁶ All personal data of natural persons listed in this form shall be verified with the personal document of the client or representatives / proxies.

		POSLOVNO RAZMERJE/ BUSINESS RELATIONSHIP
12	namen in predvidena narava poslovnega razmerja/ <i>purpose and intended nature of the business relationship</i>	
13	dejavnost stranke/ <i>customer activity</i>	
14	datum sklenitve poslovnega razmerja (se izpolni ob sklenitvi)/ <i>date of entering into the business relationship (fill in the form after conclusion of the contract)</i>	
15	datum in čas izvedbe transakcije (se izpolni ob transakciji)/ <i>date and time of the transaction (fill in the form at the time of transaction)</i>	
16	znesek transakcije in valuta, v kateri se opravi transakcija/ <i>amount and currency of the transaction</i>	
17	namen transakcije in osebno ime, naslov stalnega in začasnega prebivališča oz. firma in sedež osebe, ki ji je transakcija namenjena in država v katero je izvršena transakcija/ <i>the purpose of the transaction, name and surname , address of permanent and temporary residence or the name and registered office of the person to whom the transaction is addressed to and the country to which the transaction is executed</i>	
18	način izvedbe transakcije/ <i>manner of executing the transaction</i>	
19	podatki o izvoru premoženja in sredstev, ki so ali bodo predmet poslovnega razmerja ali transakcije/ <i>information about the assets owned and source of assets or property that is or will be the subject of the business relationship or the transaction</i>	
20	osebno ime, naslov stalnega in začasnega prebivališča, datum in kraj rojstva ter davčna številka ali EMŠO člana/ <i>personal name, address of permanent and temporary residence, date and place of birth and tax number or identity number of the member</i>	Naziv druge osebe civilnega prava iz 5. točke 3. člena ZPPDFT-2/ Other civil law entity in accordance with point 5 of Article 3 of ZPPDFT-2

Stranka temu obrazcu priloži⁷:

- Izpis iz Sodnega registra pravnih oseb (AJPES)
- Izpis iz Sodnega registra dejanskih lastnikov

/

The customer must attach to this form⁸:

- Extract from the Court Register of Legal Entities (AJPES)
- Extract from the Court register of beneficial owners of legal entity

⁷ Obrazec mora biti uradno potrjen in ne sme biti starejši od 3 mesecev pred sklenitvijo pravnega posla.

⁸ The form must be officially certified and should not be older than 3 months before the conclusion of the contract.

Spodaj podpisani jamčim točnost in resničnost podatkov!

/

As the undersigned, I guarantee that all of the informations in this form are accurate and true!

V/I/n _____

Dne/On _____

Podpis zakonitega zastopnika stranke:

Signature of the legal representative of the customer: _____

**IZJAVA O KONČNEM DEJANSKEM LASTNIKU DRUŽBE /
DECLARATION OF BENEFICIAL OWNERSHIP**

Spodaj podpisani/
I as undersigned

zakoniti zastopnik družbe/
and as legal representative of the company

izjavljam, da/
declare that:

**MOŽNOST A/
OPTION A:**

- a) So spodaj navedene fizične osebe posredno ali neposredno imetnice več kakor 25% poslovnega deleža, delnic, glasovalnih oziroma drugih pravic, na podlagi so udeležene pri upravljanju pravne osebe, oziroma so udeležene v kapitalu pravne osebe z več kakor 25% deležem, ali imajo obvladujoč položaj pri upravljanju sredstev pravne osebe/
The natural persons listed below directly or indirectly hold more than 25% of the business share of the company, voting or other rights, on the basis of which they participate in the management of the legal entity, or participate in the capital of the legal entity with more than 25% share or are having controlling position in the management of the assets of a legal entity;
- b) So spodaj navedene fizične osebe pravni osebi posredno zagotovile ali zagotavljajo sredstva, in imajo na tej podlagi možnost nadzorovati, usmerjati ali drugače bistveno vplivati na odločitve uprave ali drugega poslovodnega organa pravne osebe pri odločanju o financiranju ali poslovanju/ *The natural persons listed below have indirectly provided or are providing funds to the legal entity and have the ability to control, direct or otherwise significantly influence the decisions of the management or other management body of the legal entity in deciding on financing or operations of a legal entity;*
- c) So spodaj navedene fizične osebe prejemniki več kakor 25% koristi od premoženja, ki se upravlja, pod pogojem, da so bili bodoči upravičenci že določeni ali so določljivi/ *The natural persons listed below are the recipients of more than 25% of the benefits of the assets being managed, provided that the future beneficiaries have already been identified or are identifiable;*
- d) So spodaj navedene fizične osebe, ki posredno ali neposredno obvladujejo več kakor 25% premoženja pravne osebe ali podobnega pravnega subjekta tujega prava/ *The following are natural persons who directly or indirectly control more than 25% of the assets of a legal person or similar legal entity under foreign law;*
- e) So spodaj navedene fizične osebe ali skupine osebe, v interesu katerih je ustanovitev in delovanje pravne osebe ali podobnega pravnega subjekta tujega prava, če je treba posameznike, ki bodo prejemniki koristi pravne osebe oziroma podobnega pravnega subjekta tujega prava, še določiti/ *The following are natural persons or groups of persons in whose interest the establishment and operation of a legal person or similar legal entity under foreign law is concerned, if the individuals who will benefit from the legal person or similar legal entity under foreign law have yet to be determined.*

SEZNAM DEJANSKIH KONČNIH LASTNIKOV PRAVNE OSEBE, Z VEČ KOT 25% POSLOVNIM DELEŽEM ALI Z MOŽNOSTJO UPRAVLJANJA, USMERJANJA ALI NADZOROVANJA PRAVNE OSEBE /

LIST OF ACTUAL FINAL OWNERS OF THE LEGAL ENTITY, WITH MORE THAN 25% OF THE BUSINESS SHARE OR WITH THE POSSIBILITY OF MANAGING, DIRECTING OR CONTROLLING THE LEGAL ENTITY:

1.	Ime in priimek/ <i>Name and surname</i>	
----	--	--

	Naslov stalnega ali začasnega bivališča/ <i>Address of permanent or temporary residence</i>	
--	--	--

	Datum in kraj rojstva/ <i>Date and place of birth</i>	
--	--	--

	Državljanstvo/ <i>Citizenship</i>	
--	--------------------------------------	--

	Višina lastniškega deleža ali drug način nadzora/ <i>Amount of ownership share or other method of control</i>	
--	--	--

2.	Ime in priimek/ <i>Name and surname</i>	
----	--	--

	Naslov stalnega ali začasnega bivališča/ <i>Address of permanent or temporary residence</i>	
--	--	--

	Datum in kraj rojstva/ <i>Date and place of birth</i>	
--	--	--

	Državljanstvo/ <i>Citizenship</i>	
--	--------------------------------------	--

	Višina lastniškega deleža ali drug način nadzora/ <i>Amount of ownership share or other method of control</i>	
--	--	--

3.	Ime in priimek/ <i>Name and surname</i>	
----	--	--

	Naslov stalnega ali začasnega bivališča/ <i>Address of permanent or temporary residence</i>	
--	--	--

	Datum in kraj rojstva/ <i>Date and place of birth</i>	
--	--	--

	Državljanstvo/	
--	----------------	--

	<i>Citizenship</i>	
	Višina lastniškega deleža ali drug način nadzora/ <i>Amount of ownership share or other method of control</i>	

**MOŽNOST B/
OPTION B:**

V kolikor velja spodnja izjava, obkrožite črko X/
If the statement below applies, circle the letter X:

- Nobena fizična oseba ne zadošča pogojem iz točk a) do e) zgoraj./
No natural person satisfies the conditions set out in points a) to e) above.

**Spodaj podpisani jamčim točnost in resničnost podatkov!/
As the undersigned, I guarantee that all of the informations in this form are accurate and true!**

Datum/
Date: _____

Podpis predsednika uprave ali direktorja družbe/
Signature of the President of the Management Board or director of the company:

OPOMBA

Podatke o dejanskem lastništvu se pridobi z vpogledom v originalno ali overjeno dokumentacijo iz sodnega ali drugega javnega registra, ki jo družbi v imenu gospodarskega subjekta predloži zakoniti zastopnik ali njegov pooblaščenec, in ni starejša od treh mesecev¹./

FOOTNOTE

Data on beneficial ownership shall be obtained by inspecting the original or certified documentation from the court or other public register submitted to the company on behalf of the economic operator by his legal representative or his representative, and are not older than three months.²

¹Obrazec mora biti uradno potrjen in ne sme biti starejši od 3 mesecev pred sklenitvijo pravnega posla.

²The form must be officially certified and must not be older than 3 months before the conclusion of the legal transaction.

<p>PRIVOLITEV ZA OBDELAVO OSEBNIH PODATKOV</p> <p>V Skupini Triglav se zavedamo pomena človekove pravice do zasebnosti in odgovornosti vsake posamezne družbe Skupine Triglav, kot upravljača zbirk osebnih podatkov, zato varovanju osebnih podatkov, njihovi uporabi v skladu s predpisi in načeli dobre prakse ter obveščanju strank izkazujemo posebno pozornost.</p> <p><i>Z zvezdico označeni podatki so obvezni, potrebni za identifikacijo posameznika.</i></p> <p><i>priimek*</i></p> <p><i>ime*</i></p> <p><i>.....</i></p> <p><i>ulica*</i></p> <p><i>.....</i></p> <p><i>hišna št.*</i></p> <p><i>.....</i></p> <p><i>poštna št.*</i></p> <p><i>.....</i></p> <p><i>pošta*</i></p> <p><i>.....</i></p> <p><i>datum rojstva*</i></p> <p><i>davčna št.</i></p> <p><i>e-naslov</i></p> <p><i>mobilna tel. št.</i></p> <p>Podpisani/na podajam prostovoljno, izrecno privolitev, da lahko Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana, matična številka: 5075076000,</p>	<p>CONSENT TO THE PROCESSING OF PERSONAL DATA</p> <p>The Triglav Group is aware of the importance of the human right to privacy and responsibility of each individual company of the Triglav Group, as the controller of personal data files, so we pay special attention to the protection of personal data, their use in accordance with regulations and principles of good practice.</p> <p><i>With star tagged data are mandatory, necessary to identify the individual.</i></p> <p><i>surname*</i></p> <p><i>name*</i></p> <p><i>.....</i></p> <p><i>street*</i></p> <p><i>.....</i></p> <p><i>house number*</i></p> <p><i>post code*</i></p> <p><i>city*</i></p> <p><i>.....</i></p> <p><i>date of birth*</i></p> <p><i>tax number</i></p> <p><i>e-mail address</i></p> <p><i>mobile phone no.</i></p> <p>As the undersigned I give my voluntary and explicit consent to Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana, registration number: 5075076000,</p>
---	---

<p>davčna številka: SI 77156480 (v nadaljevanju: TUN), moje osebne podatke, navedene v tej privolitvi, obdeluje za naslednje namene:</p> <ul style="list-style-type: none"> - namen vodenja evidence prejetih ponudb za nakup nepremičnin, katerih lastnik je TUN ali druge družbe v Skupini Triglav ter morebitno sklepanje pogodb za prodajo oz. nakup teh nepremičnin. <p>Podpisani/na prav tako prostovoljno, izrecno in informirano privolim, da sme TUN, kot upravljavec zbirk osebnih podatkov, že pridobljene osebne podatke nadalje uporabljati in obdelovati v skladu z veljavno ureditvijo varstva osebnih podatkov in za namene, ki neposredno ali posredno izhajajo iz te privolitve, že sklenjene pogodbe ali na podlagi veljavnih predpisov.</p> <p>POSREDOVANJE MOJIH OSEBNIH PODATKOV DRUGIM OBDELOVALCEM</p> <p>S podpisom te privolitve podpisani/na privolim, da lahko moje osebne podatke, navedene v tej privolitvi, TUN posreduje tudi drugim družbam, ki so v Skupini Triglav in imajo sedež v Republiki Sloveniji, vendar le za namen, kot je navedeno v tej privolitvi.</p> <p>Moje osebne podatke iz zbirk TUN lahko, za zgoraj naveden namen, obdelujejo tudi družbe, s katerimi ima TUN sklenjene pogodbe o obdelovanju osebnih podatkov. TUN lahko zgoraj navedene osebne podatke posreduje tudi v tretje države, v kolikor gre za zakonito obdelavo (pogodbena ali zakonska podlaga).</p> <p>Prav tako privolim, da lahko TUN posreduje kopijo mojega osebnega dokumenta tretjim osebam, v kolikor je to potrebno in v skladu z zakonsko ali pogodbeno podlago.</p> <p>IZJAVA</p> <p>Podpisani/na sem seznanjen/a:</p> <ul style="list-style-type: none"> - da se bodo vsi pridobljeni osebni podatki obdelovali za obdobje, ki je 	<p>tax number: SI 77156480 (hereinafter: TUN), for processesing my personal data which is specified in this consent specially for the following purposes:</p> <ul style="list-style-type: none"> - the purpose of keeping records of received offers for the purchase of real estate owned by TUN or other companies in the Triglav Group and the possible conclusion of contracts for the sale or purchase of these properties. <p>As the undersigned, I also voluntarily, explicitly and informedly agree that TUN, as the controller of personal data files, may continue to use and process my already obtained personal data in accordance with the applicable personal data protection legislation and for purposes directly or indirectly arising from this consent or already concluded contracts or on the basis of applicable regulations.</p> <p>TRANSFER OF PERSONAL DATA TO ANOTHER CONTROLLER</p> <p>By signing this consent I, as the undersigned, fully agree that TUN may transfer my personal data stated in this consent to other companies in the Triglav Group, which are established in the Republic of Slovenia, but only for the purpose stated in this consent.</p> <p>My personal data from the TUN databases may also be processed for the above purpose by companies with which the TUN has concluded contracts on the processing of personal data. TUN may also transfer the above personal data to third countries in the case of lawful processing (contractual or legal basis).</p> <p>I also agree that TUN may forward a copy of my identity document to third parties if necessary and in accordance with the legal or contractual basis.</p> <p>PRIVACY STATEMENT</p> <p>I, as the undersigned, am informed:</p>
---	---

<p>potrebno za uresničitev namena, zaradi katerega so bili osebni podatki pridobljeni. Po poteku tega obdobja bo TUN osebne podatke izbrisal oz. uničil, v kolikor ne bo obstajala zakonita podlaga, določena z zakonom oz. drugim aktom za nadaljnjo hrambo osebnih podatkov. Enako velja tudi za obdelavo teh podatkov v povezanih družbah Skupine Triglav, katerim so bili, z vašo privolitvijo, osebni podatki posredovani za isti namen obdelave.</p> <ul style="list-style-type: none"> - da lahko kadarkoli začasno ali trajno prekličem svojo privolitev za obdelavo osebnih podatkov za zgoraj označene namene, oz. zahteva dostop, dopolnitve, popravek, omejitev obdelave, prenos ali izbris osebnih podatkov ali vloži ugovor zoper obdelavo osebnih podatkov, ki se obdelujejo v zvezi z njim, s pisno zahtevo, poslano na naslov: Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana, ali info-nep@triglav.si. Preklic privolitve ne vpliva na zakonitost obdelave, ki se je na podlagi privolitve izvajala do njenega preklica. - da v kolikor bo TUN nadalje obdeloval pridobljene osebne podatke za namen, ki ni namen, za katerega so bili primarno zbrani, mi bo pisno zagotovil informacije o tem drugem namenu. - da so uporabniki, ki so jim bili ali jim bodo razkriti moji osebni podatki, osebe, ki so zaposlene pri TUN, v okviru delovnega procesa oz. druge osebe, za katere obstoji pogodbena ali zakonita podlaga. Osebne podatke lahko za zgoraj označene namene obdelujejo tudi družbe, s katerimi ima TUN sklenjene pogodbe o obdelovanju osebnih podatkov. - da bodo osebni podatki, kot tudi kopija mojega osebnega dokumenta posredovani tretjim osebam le v 	<ul style="list-style-type: none"> - that all personal data obtained in this consent will be processed for the period necessary to achieve the purpose for which the personal data are obtained. After the expiration of this period, TUN will delete and destroy all personal data for which there won't be legal basis for further storage, determined by law or other acts. The same applies to the processing of this data in the companies of the Triglav Group, to which, personal data have been consensually provided for the purpose named in this signed consent. - that I may at any time temporarily or permanently revoke my consent to the processing of personal data for the purposes indicated in this consent, or requests access, supplementation, correction, restriction of processing, transfer or deletion of personal data or files an objection against the processing of personal data processed in connection with it, with a written request sent to the address: Triglav, Upravljanje nepremičnin, d.o.o., Dunajska cesta 22, 1000 Ljubljana, or info-nep@triglav.si. Withdrawal of consent shall not affect the lawfulness of the processing carried out on the basis of the consent until its withdrawal. - that if TUN will further process the obtained personal data for a purpose other than the purpose for which they were primarily collected, it will provide me in writing with information on other purpose. - that the users to whom my personal data have been or will be disclosed are persons employed by TUN within the work process or other persons for whom there is a contractual or legal basis. Personal data may also be processed for the purposes indicated above by companies with which TUN
---	--

skladu s sklenjeno pogodbo ali v skladu z veljavnimi predpisi in na podlagi utelejene zahteve teh tretjih oseb.	<p>has concluded contracts on the processing of personal data.</p> <p>- that personal data, as well as a copy of my personal document, will be passed on to third parties only in accordance with the concluded contract or in accordance with the applicable regulations and on the basis of a substantiated request of these third parties.</p>
---	---

V/In _____,
dne/on _____,

Podpis/Signature:_____

VPRAŠALNIK ZA POLITIČNO IZPOSTAVLJENE OSEBE / POLITICAL EXPOSURE FORM

Pri sklepanju poslovnega razmerja s strankami mora družba Triglav, Upravljanje nepremičnin, d.o.o., vzpostaviti ustrezen postopek, s katerim ugotavlja, ali je stranka politično izpostavljena oseba, skladno z ZPPDFT-2 (66. člen). Politično izpostavljena oseba je vsaka fizična oseba, ki deluje, ali je v zadnjem letu delovala na vidnem javnem položaju v državi članici ali tretji državi, vključno z njenimi ožjimi družinskimi člani in ožjimi sodelavci.

V zvezi z izvajanjem določil ZPPDFT-2 vas prosimo, da korektno odgovorite na spodnja vprašanja.

/

When concluding a business relationship with a client, Triglav, Upravljanje nepremičnin, d.o.o. must establish an appropriate procedure to determine whether the client is a politically exposed person, all in accordance with ZPPDFT - 2 (Article 66). A politically exposed person is any natural person who is or has been in a prominent public position in a EU member country or a third country in the last year of employment, including his or her immediate family members and close associates.

Regarding the implementation of the provisions of ZPPDFT - 2, we ask you to answer the questions below correctly.

**Ime, priimek ter stalno in začasno prebivališče/
Name, surname, permanent and temporary residence:**

1	<p>Ali v državi vašega stalnega bivanja, na ravni EU ali na mednarodni ravni, zasedate vidni javni položaj (voditelj države, predsednik vlade, minister, njihov namestnik oz. pomočnik)?</p> <p><i>Are you in hold of a prominent public position in your country of residence, at EU or international level (head of state, prime minister, minister, their deputy or assistant)?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
2	<p>Ste poslanec institucij na ravneh, navedenih v 1. točki vprašalnika?/</p> <p><i>Are you a member of the institutions at the levels mentioned in point 1 of the questionnaire?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
3	<p>Ste član vodstvenih organov političnih strank?/</p> <p><i>Are you a member of the governing bodies of political parties?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
4	<p>Ali ste član vrhovnega sodišča, ustavnega sodišča ali drugih sodnih organov na visoki ravni, zoper odločitve katerih, razen v izjemnih primerih, ni mogoče uporabiti rednih ali izrednih pravnih sredstev?/</p> <p><i>Are you a member of the Supreme Court, the Constitutional Court or other high-level judicial bodies against whose decisions, except in exceptional cases, regular or extraordinary legal remedies cannot be used?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
5	<p>Ste član računskega sodišča ali sveta centralne banke?/</p> <p><i>Are you a member of the Court of Auditors or the Central Bank Council?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
6	<p>Ste vodja diplomatskega predstavništva ali konzulata ter predstavnosti mednarodnih organizacij, njihov namestnik ali visoki častnik oboroženih sil?/</p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>

	<i>Are you the head of a diplomatic mission or consulate or the head of the missions of international organizations, their deputy or a senior officer of the armed forces?</i>		
7	<p>Ste član upravnih ali nadzornih organov podjetij v večinski lasti države?/</p> <p><i>Are you a member of the company's management or supervisory bodies of state-owned companies?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
8	<p>Ste predstojnik organov mednarodnih organizacij (npr. predsednik, generalni sekretar, sodnik, direktor), njihov namestnik ali član vodstvenih organov ali nosilec enakovrednih funkcij v mednarodnih organizacijah?/</p> <p><i>Are you the head of the bodies of international organizations (for example president, general secretary, judge, director), their deputy or a member of the governing bodies or a holder of equivalent functions in international organizations?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>

9	<p>Ali ste morda ožji družinski član oseb, opredeljenih v točkah od 1. do 8. in sicer kot:</p> <ol style="list-style-type: none"> 1. zakonec, 2. zunajzakonski partner, 3. otrok ali otrokov zakonec oz. zunajzakonski partner, 4. starš./ <p><i>Are you a close family member of the persons defined in points 1 to 8 namely as:</i></p> <ol style="list-style-type: none"> 1. spouse, 2. extramarital partner, 3. the child or the child's spouse or extramarital partner, 4. parent. 	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
10	<p>Ali ste ožji sodelavec¹ oseb, opredeljenih v točkah od 1 do 8 in sicer:</p> <ol style="list-style-type: none"> 1. ali ste fizična oseba, za katero je znano, da ste skupaj dejanski lastniki ali da imate kakršne koli druge tesne poslovne odnose s politično izpostavljenim osebo, 2. ali ste oseba, ki je edini dejanski lastnik poslovnega subjekta ali podobnega pravnega subjekta tujega prava, za katerega je znano, da je bil ustanovljen v dejansko korist politično izpostavljene osebe, navedene v točkah 1. do 8./ <p><i>Are you a close associate² of the persons defined in points 1 to 8:</i></p> <ol style="list-style-type: none"> 1. whether you are a natural person known to be jointly the beneficial owners or to have any other close business relationship with a politically exposed person, 2. whether you are the person who is the sole beneficial owner of the business entity or a similar legal entity under foreign law which is known to have been established for the actual benefit of the politically exposed person referred to in points 1 to 8. 	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
11	<p>Ali je od prenehanja opravljanja nalog iz točk od 1 do 8 minilo več kakor 12 mesecev?/</p> <p><i>Has more than 12 months elapsed since the termination of the tasks referred to in points 1 to 8?</i></p>	DA/YES <input type="checkbox"/>	NE/NO <input type="checkbox"/>
12	<p>V kolikor ste vsaj na eno vprašanje v točkah od 1 do 10 odgovorili z DA, ste se opredelili za politično izpostavljenim osebo.³</p> <p>Zato vas prosimo, da navedete podatke o:</p> <ul style="list-style-type: none"> - trajanju funkcije (datum) od: _____ do: _____, - premoženskem stanju_____. 		

¹Ožji sodelavci politično izpostavljene osebe so fizične osebe, za katere je znano, da so aktivni v družbi, kjer so skupni dejanski lasti pravnih oseb ali so udeleženi v pravne dogovore ali kakršne koli druge tesne poslovne odnose s politično izpostavljenim osebo; fizične osebe, ki so v izključni dejanski lasti pravne osebe ali pravne ureditve, za katero je znano, da je bila ustanovljena za dejansko korist politično izpostavljene osebe.

²Close associates of a politically exposed person are natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person; natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

³Skladno s 66. členom ZPPDFT-2 je politično izpostavljenim osebam vsaka fizična oseba, ki deluje ali je v zadnjem letu delovala na vidnem javnem položaju v državi članici ali tretji državi, vključno z njenimi ožjimi družinskimi člani in ožjimi sodelavci.

	<ul style="list-style-type: none">- izvoru sredstev in premoženja, ki so ali bodo predmet poslovnega razmerja ali transakcije: _____./ <p>If you answered YES to at least one question in points 1 to 10, you have identified yourself as a politically exposed person.⁴</p> <p>Therefore, please provide information on:</p> <ul style="list-style-type: none">- function duration (date) from: _____ to: _____,- financial situation: _____,- the origin of assets that are or will be the subject of business relationships or transactions: _____.	
--	---	--

Spodaj podpisani jamčim točnost in resničnost podatkov!

1

As the undersigned, I guarantee that all of the information in this form are accurate and true!

(ime in priimek osebe, ki je posredovala podatke)
(name and surname of the person who provided the information)

Kraj, datum/
Place and date:

Podpis/
Signature:

⁴ In accordance with Article 66 of Prevention of Money Laundering and Terrorist Financing Act, politically exposed person means a natural person who is or who has, in the last year, been entrusted with prominent public function in EU Member State or Third State, including family members and close associates.