**Annex 1: Non-Disclosure Agreement (Article 8 of the Rules)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is hereby concluded on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by:

1. DRUŽBA ZA AVTOCESTE V REPUBLIKI SLOVENIJI D.D., Ulica XIV. divizije 4, 3000 Celje, Registration No. 5814251000, VAT ID No.: SI 92473717, represented by the Management Board (“**Beneficiary**”) and
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (name, surname / company) address / registered office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personal identification number (EMŠO) / registration no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Person Liable**”).

(The Beneficiary and Person Liable are collectively referred to as the “**Parties**” and individually as the “**Party**”).

**PRELIMINARY OBSERVATIONS**

1. The subject of this Agreement is to define the content of collaboration between the Parties, which includes the exchange of confidential technical and business information, and the Parties agree that such information shall be kept confidential.
2. The Parties agree that the content of this Agreement is a business secret.
3. The Parties agree that this Agreement only forms a confidential relationship between them, without elements of any other business relationship.

IN LIGHT OF THE ABOVE and in consideration of the joint commitments and agreements specified herein, the Parties agree as follows:

**Article 1**

(Confidential Information)

1. For the purpose of this Agreement, the term “**Confidential Information**” means technical or business information provided in any form and manner (in oral, written, magnetic or optical form, materialized in the form of documents, software, promotional and presentation material, equipment and pilot projects) that is marked as confidential.
2. Confidential Information, provided in a written form, must be clearly marked with the label “BUSINESS SECRET” or “BUSINESS SECRET - CONFIDENTIAL” or any other phrase with a similar meaning.
3. Confidential Information, provided orally, must be shared with a warning about its confidential nature and the obligation to protect it under this Agreement.
4. Confidential Information is also considered to be information that is not explicitly marked as confidential or that is not marked with a label indicating the confidentiality of this information, but it is obvious that significant damage would occur if an unauthorized person found out about it or if the applicable legislation states that the disclosure or illegal management of data would violate applicable legislation.

**Article 2**

(Exceptions from Confidential Information)

The following shall not be considered Confidential Information:

1. confidential information if the Person Liable can prove that it was known to them before the moment it was disclosed or shared by the Beneficiary under this Agreement;
2. information that was publicly available before the moment of disclosure or that became publicly known after, without any actions by the Person Liable that would constitute a breach of this Agreement;
3. confidential information if the Person Liable can prove that it was disclosed to them beforehand by another source, which does not originate from the Beneficiary, and that this source had the right to disclose such information;
4. confidential information for which the Person Liable was given a prior written consent by the Beneficiary;
5. information defined as public by law.

**Article 3**

(Protection of Confidential Information)

1. The Person Liable states that they shall treat any Confidential Information as a business secret, that they shall protect it with due diligence and that they shall ensure that those to whom this information may be provided or made known under this Agreement will adequately protect the information provided and will be informed about its confidential nature.
2. The Person Liable also states that they shall not disclose such information to any other third person or in any way provide it or make it available to the public, unless they acquire the written consent of the Beneficiary.
3. The Person Liable undertakes to prevent third parties, contractors or their employees making any use or disclosure of Confidential Information.
4. The Person Liable must immediately return all notes, documents in printed or electronic form or any other media that contain Confidential Information upon the Beneficiary’s written request.

**Article 4**

(Permitted Disclosure and Distribution of Confidential Information)

1. The Person Liable shall only disclose any confidential information that is the subject of this Agreement in the original or a copy to those employees, contractors or third parties who need such information in order to achieve the purpose of this Agreement, and the Person Liable shall not in any way reproduce or otherwise distribute any item or document that is Confidential Information by nature or contains, in whole or in part, Confidential Information without the prior written consent of the Beneficiary.
2. If the Person Liable discloses confidential information referred to in the previous paragraph, they are obliged to conclude written non-disclosure agreements with the persons to whom the Beneficiary's Confidential Information is disclosed, which ensure the protection of the Confidential Information at least to the extent that it is protected by this Agreement.
3. The Person Liable shall immediately notify the Beneficiary if the Person Liable is obligated to disclose any Confidential Information, provided by the Beneficiary, so that the Beneficiary may exercise all applicable legal remedies to protect the Confidential Information. The Person Liable undertakes to collaborate with the Beneficiary in exercising lawful legal remedies or in any other action to protect the Confidential Information that the Beneficiary may request.

**Article 5**

(Breach of the Non-Disclosure of Confidential Information Obligation)

1. The Person Liable is aware that a breach of the provisions of this Agreement would amount to irreparable damage to the Beneficiary. In the event of a breach, the Beneficiary has the right to seek judicial protection, with which they demand from the Person liable the immediate cessation of potential or actual breaches of this Agreement.
2. The Beneficiary and the Person Liable agree that in the event of a breach of provisions from this Agreement, the Person Liable shall be obligated to pay for all actual damages that occurred and lost profit. If the damage could not be precisely determined or if the determination of it would be associated with disproportionately high costs, a contractual penalty in the amount of EUR 20,000.00 applies, namely for each individual breach of obligations by the Person Liable. The payment of the contractual penalty is due within seven days from the day the Person Liable receives the Beneficiary’s claim for the payment of the contractual penalty via registered mail.

**Article 6**

(Rights related to Confidential Information)

1. All Confidential Information provided by the Beneficiary to the Person Liable, either in full or in part, shall remain the property of the Beneficiary.
2. All rights related to the Confidential Information, which is the subject of this Agreement, remain exclusively with the Beneficiary.
3. No provision in this Agreement shall constitute permission, copyright or the granting of rights of use or license and other rights to the Person Liable with regard to or on the basis of information.
4. The Person Liable undertakes that they shall not dispute ownership or any other right over the Beneficiary’s Confidential Information.

**Article 7**

(Personal Data)

In accordance with the act, governing the protection of personal data, the Beneficiary permits the processing of personal data for the purpose of establishing and keeping records and the performance of contractual rights and obligations under this Agreement.

**Article 8**

(Final Provisions)

1. All disputes and claims, arising from or in relation to this Agreement, are settled by the court with the competent jurisdiction in Ljubljana.
2. This Agreement is concluded and enters into force as of the date it is signed.
3. The Agreement shall remain in force until the Beneficiary terminates the obligation of the Person Liable to protect the confidential information in writing, or until the Parties agree to that in writing, or until the Confidential Information stops being a business secret and becomes publicly known and accessible.
4. If any provision of this Agreement is or becomes wholly or partially invalid, unenforceable or ineffective, the validity of the other provisions shall not be affected.
5. This Agreement may only be amended through a written arrangement made by both Parties.
6. This Agreement is written and signed in three (3) identical and equal copies of which Contractor receives 1 (one) copy and DARS receives 2 (two) copies of the original Agreement.

|  |  |
| --- | --- |
| **Beneficiary** | **Person Liable:** |
| **DARS, D. D.** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) |