**Obligation to protect confidential data**

**LUKA KOPER, pristaniški in logistični sistem, delniška družba (Port of Koper, Port and Logistic System PLC), Vojkovo nabrežje 38, 6501 KOPER**

**Subject: Ensuring data confidentiality**

By signing this commitment, the receiving party **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the entity, address, registration number)** (hereinafter referred to as »The receiving party«) undertakes to handle confidential data relating to the company LUKA KOPER, d.d., its employees, its operations and that will be forwarded to it or become aware of it in any way, in accordance with the conditions stated below.

For the purposes of this document, »confidential data« shall mean in oral or written or other form or on any medium or carrier received confidential data, which is entrusted as »confidential data« (data of a business, technical, commercial, scientific, operational, administrative, financial, marketing, economic nature or data related to intellectual property, personal data, etc.), relating to the company LUKA KOPER, d.d., its employees and operations. Confidential information is also considered to be data that is not explicitly marked as confidential or is not marked with a mark indicating the confidentiality of this data, but it is obvious that significant damage would occur if an unauthorized person found out about it or if it follows from the applicable legislation, that the disclosure or illegal management of the data would violate applicable law.

1. We will treat all confidential data as strictly private and confidential and will take all measures (including but not limited to measures from this obligation) necessary to maintain confidentiality.
2. We will use confidential data only for the following purposes: preparing a non-binding technical solution for the establishment of a private 5G SA mobile network to cover outdoor working areas with mobile signal, enabling critical services through 5G technology, including a financial assessment and for no other purposes.
3. We will not disclose confidential data to a third party, whether a natural person, company, company, association or any other entity for any reason or purpose, except for the cases specified in the point 4 of this obligation.
4. We will not disclose confidential data - neither directly nor indirectly - to any other party/client, except to colleagues who need it for their work or who need to be aware of confidential data due to the performance of the business, or only to the extent required by applicable legislation or the competent authorities, whereby we will immediately notify Luka Koper d.d. of any possible request, otherwise we will be liable to it for the resulting damage.
5. Every person who will receive or come into contact with confidential data will be informed about the duty to protect it carefully and about the consequences of possible violations.
6. All confidential data is the property of the party providing it; the receiving party does not acquire any rights in relation to the provided confidential data.
7. The receiving party ensures the protection of personal data in accordance with the Personal Data Protection Act and other regulations governing the field of personal data protection.
8. This obligation is valid for 5 years from the date of completion of the course or business, based on which or in connection with which confidential data was provided.
9. In case of breach of data confidentiality or other illegal disclosure of trade secrets, we declare that we are responsible to Luka Koper d.d. for the resulting damage. In case the exact amount of the damage could not be possible to determine, or its determination would be associated with disproportionately high costs, the damage will be determined in the amount of flat-rate compensation of EUR 50,000.00, namely for each individual violation of the receiving party.
10. This obligation is compiled and assessed in accordance with Slovenian law. In case of dispute, the dispute shall be referred to the competent court in Koper, applying the Slovenian Law.

\_\_\_\_\_\_\_\_\_\_ (Place), \_\_\_\_\_\_\_\_\_ (Date)

**The receiving party:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Receiving party’s authorised representative for signing the document)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)