

4552-4/2023-JB

RAZPIS ZA ZBIRANJE ZAVEZUJOČIH PONUDB ZA ODKUP TERJATEV

NLB d.d., Ljubljana, Trg republike 2, MŠ 5860571000 (v nadaljevanju: Prodajalec) objavlja javni razpis za zbiranje zavezujočih ponudb za odkup vseh svojih terjatev do dolžnika - hrvaške ustanove, ki ima v lasti in upravljanju dom za starejše v okolici Rijeke (v nadaljevanju: Dolžnik).

1. Predmet prodaje

Prodajalec namerava prodati svoje terjatve do Dolžnika, skupaj s pripadki in stranskimi pravicami (v nadaljevanju: Terjatev).

Terjatev je med drugim zavarovana s hipoteko 1. reda na nepremičnini (dom starejših občanov).

2. Postopek prodaje

Postopek prodaje vodi Prodajalec. V postopku prodaje Terjatev lahko sodelujejo domače in tuje fizične in pravne osebe, ki skladno z v nadaljevanju navedenimi pogoji izkažejo svoj interes za oddajo ponudbe za odkup Terjatev.

Ponudnikom, ki bodo v roku izkazali svoj interes in zadostili ostalim pogojem v zvezi s tem, bo Prodajalec omogočil vpogled v dokumentacijo v zvezi s Terjatvijo, nakar bodo ponudniki lahko oddali svoje zavezujoče ponudbe. Prodajalec bo najboljšega oz. končno izbranega ponudnika pozval k sklenitvi pogodbe o odkupu terjatve.

Ponudbe morajo biti posredovane na e-naslov: barbara.jerasa@nlb.si

3. Izkaz interesa za oddajo ponudbe

3.1. Rok in način za dostavo izkazanega interesa za oddajo ponudbe

Prodajalec bo obravnaval izkazan interes za odkup Terjatev, ki bo v pisni obliki na v 2. točki tega povabila naveden naslov prispel k Prodajalcu najpozneje do vključno **10.11.2023**.

3.2. Obvezne sestavine v izkazanem interesu za oddajo ponudbe

Izkazan interes v pisni obliki mora vsebovati vsaj naslednje sestavine:

ime in priimek oz. naziv pravne osebe, stalno bivališče oz. sedež, davčna in ID številka;

CALL FOR BINDING BIDS TO PURCHASE CLAIMS

NLB d.d., Ljubljana, Trg republike 2, MŠ 5860571000 (hereinafter: the Seller) announces a public tender for the collection of binding offers for the purchase of all its claims against the debtor – a Croatian institution that owns and manages a home for the elderly close to the city of Rijeka (hereinafter: the Debtor).

1. The subject of sale

The Seller intends to sell its receivables against the Debtor, together with all the accruals and collateral rights (hereinafter: the Receivable).

The Receivable is secured by a 1st-order mortgage on immovable property (home for elderly citizens).

2. Sale procedure

The sale process is led by the Seller. Domestic and foreign natural and legal persons, who in accordance with the following conditions express their interest in the submission of offers to purchase the Receivable, may participate in the sale.

The Seller will enable insight into documentation regarding the Receivable to bidders who will express their interest within the deadline and meet other conditions of this tender. After that, the bidders will be able to submit their binding offers. The Seller will call on the best or ultimately selected bidder, to conclude a purchase of receivable agreement.

Expressed offers must be sent by e-mail to the address: barbara.jerasa@nlb.si

3. Expression of interest for the submission of offer

3.1. Deadline and delivery method for the expression of interest for submitting an offer

The Seller will consider the expressed interest in purchase of the Receivable, which will be delivered to the Seller in writing to the address from point 2 of this invitation no later than **Nov 10, 2023**.

3.2. Mandatory constituents in the expression of interest for the submission of offer

The interest shown in writing must contain at least the following elements:

name and surname or name of the legal person, domicial or business seat, tax and ID number;

kontaktni podatki (telefonska številka in e-naslov) odgovorne osebe ponudnika;

namen oz. razlogi za odkup Terjatev.

3.3. Vpogled v dokumentacijo

Ponudniki bodo imeli možnost vpogleda v dokumentacijo vezano na Terjatev (v nadaljevanju: Dokumentacija). Pogoji za izvedbo vpogleda v Dokumentacijo je sklenitev dogovora o varovanju zaupnih podatkov in poslovne skrivnosti v obliki in z vsebino, kot jo pripravi Prodajalec. Vpogled v Dokumentacijo bo mogoče opraviti v času **od 13.11.2023 do 17.11.2023** po vnaprejšnjem dogovoru s Prodajalcem na naslovu Prodajalca. Prodajalec si pridržuje pravico, da posameznemu ponudniku brez navedbe razloga zavrne vpogled v dokumentacijo.

4. Zavezujoče ponudbe

Po vpogledu v Dokumentacijo lahko ponudniki oddajo svoje zavezujoče ponudbe.

4.1. Rok in način za dostavo zavezujočih ponudb

Prodajalec bo obravnaval ponudbe v pisni obliki, ki bodo prispele k Prodajalcu na naslov v 2.točki tega povabila najpozneje do vključno **20.11.2023**.

4.2. Obvezne sestavine zavezujoče ponudbe

Poleg sestavin navedenih v tč. 3.2 morajo biti del ponudbe naslednje sestavine:

- Izjava o (ne)povezanosti ponudnika z Dolžnikom in z njim oz. s Terjatvijo povezanih pravnih oseb, v kateri ponudnik opiše, ali je ponudnik lastniško ali upravljavsko ali kakorkoli drugače povezan z navedenimi subjekti v smislu pravil, ki urejajo gospodarske družbe, insolventno zakonodajo in prevzemno zakonodajo, oziroma ali je ponudnik v smislu pravil, ki urejajo gospodarske družbe, insolventne zakonodaje in prevzemne zakonodaje, (neposredno ali posredno) povezan z lastniki ter člani upravljanja in nadzora v navedenih subjektih ali z družbami in/ali fizičnimi osebami, ki so lastniško ali kako drugače povezane z navedenimi subjekti ali lastniki ter člani upravljanja in nadzora teh subjektov, oziroma ali je bil kdaj v preteklosti vzpostavljena omejena povezava (Izjava o nepovezanosti);
- Cena za odkup terjatev: Ponudnik mora ceno za odkup Terjatve Prodajalca do Dolžnika določno definirati (primeroma: cena za odkup Terjatve Prodajalca do Dolžnika, skupaj s pripadki in stranskimi pravicami, znaša [●] EUR (z besedo: [●] [00]/100 evrov). V izogib dvomu,

contact details (telephone number and e-mail) of the responsible person of the bidder;

the purpose and reasons for the purchase of the Receivable.

3.3. Insight into documentation

Bidders will have the opportunity to make insight into the documentation connected to the Receivable (hereinafter the Documentation). The conclusion of the Confidential information and business secret agreement (non-disclosure agreement) in the form and content acceptable to the Seller is conditional for the insight into the Documentation. Insights into the Documentation will be possible **between Nov 13, 2023, and Nov 17, 2023**, upon prior agreement with the Seller, at the Seller's address. The Seller reserves the right to refuse the insight into Documentation to individual bidder without naming any specific reason

4. Binding offers

After check of the Documentation the bidders may submit their binding offers.

4.1. Deadline and delivery method for the binding offers

The Seller will consider the offers in writing, which will arrive at the Seller's address from point 2. of this invitation not later than **Nov 20, 2023**.

4.2. Mandatory constituents of binding offer

In addition to the constituents listed in point 3.2., the following constituents must be part of the offer:

- Statement of (non)connection of the bidder with the Debtor or with the Receivable connected legal entities, in which the bidder describes whether it is ownership-wise or management-wise or otherwise associated with such entities in respect of the rules governing legal entities, insolvent legislation and acquisition legislation, or whether the bidder is in respect of the rules governing legal entities, insolvent legislation and acquisition legislation, (directly or indirectly) connected to the owners and members of management and supervision in such entities or to companies and/or natural persons, which are ownership-wise or otherwise associated with such entities or owners and members of the management and supervision of such entities, or whether the connection has been relevant sometime in the past (Non-connection statement);
- Price for purchase of receivables: The price for the purchase of the Seller's receivable against the Debtor must be clearly defined by the bidder (e.g.: the price for the purchase of the Seller's receivable against the Debtor, together with the accruals and side rights, is [●])

mora ponudba vsebovati neto ceno, ki jo je ponudnik pripravljen plačati za nakup Terjatve. Ponujena cena ne vsebuje nobenih morebitnih davščin in prispevkov. Davščine in prispevki se zaračunajo ponudniku dodatno in sicer na osnovi veljavnih predpisov. Vse dajatve in stroške v zvezi s prenosom lastništva in/ali spremembo zavarovanj mora v celoti plačati ponudnik.

- Ponudnik mora v ponudbi opredeliti okoliščine glede financiranja odkupa Terjatve in priložiti izjavo o viru financiranja;
- Ponudnik mora navesti rok plačila, in sicer v dnevih od sklenitve pogodbe o prodaji Terjatve;
- Ponudnik mora priložiti izjavo o svojem dejanskem lastniku.

Zavezujoča ponudba mora biti **brezpogojna** in veljavna najmanj **do 31.01.2024**.

4.3. Varščina

Vplačilo varščine je pogoj za veljavnost ponudbe ponudnika. Ponudnik je dolžan za resnost zavezujoče ponudbe vplačati varščino v višini **50.000,00 EUR** na račun NLB d.d. (swift: LJBASI2X):

- pri vplačilu iz Slovenije: poravnalni račun NLB d.d., SI56 0290 0000 0200 020, s sklicem 05 8919100-80011842-711
- pri vplačilu iz tujine: poravnalni račun NLB d.d. SI56029000000200020, (swift: LJBASI2X), z referenco LD2324400888-8919100-80011842-711,

in sicer **najkasneje do 17.11.2023**. Ponudniku, čigar ponudba ne bo sprejeta, bo varščina v vplačanem znesku brez obresti vrnjena na ponudnikov račun v roku treh dni po nesprejetju ponudbe ali na dan odstopa Prodajalca od zbiranja zavezujočih ponudb oz. neposrednih pogajanj.

Varščina ponudnika, čigar ponudba bo sprejeta, bo vključeno v prodajno ceno. Če s strani Prodajalca izbrani ponudnik ne sklene pogodbe, varščina zapade v korist prodajalca (varščina se ponudniku ne vrne).

4.4. Opiranje zavezujočih ponudb

Opiranje zavezujočih ponudb ne bo javno. Prodajalec bo ponudnike pravočasno prejetih ponudb obvestil o možnostih za nadaljnji postopek v zvezi s prodajo Terjatve predvi-

EUR (in wording: [●] [00]/100 EUR). For the avoidance of doubt, the offer must contain the net price that the bidder is willing to pay for the purchase of the Receivable. The price offered does not contain any taxes or contributions. Taxes and contributions are to be charged to the bidder additionally, based on the applicable regulations. All contributions and costs related to the transfer of ownership and/or the change of collateral must be paid in full by the bidder;

- In the offer the bidder must specify the circumstances regarding financing of the purchase of the Receivable and attach a statement on the source of financing;
- The bidder must indicate the payment deadline in number of days following the conclusion of sale of Receivable contract;
- The bidder must attach a declaration of its beneficial owners.

The binding offer must be **unconditional and** valid at **least until Jan 31, 2024**.

4.3. Security deposit

The deposit of a security is a condition for the validity of the bidder's offer. The bidder is obliged to pay **a security deposit of 50.000,00 EUR** to the NLB settlement account (swift: LJBASI2X):

- in case of payment from Slovenia: NLB settlement account SI56 0290 0000 0200 020, with reference 05 8919100-80011842-711
- in case of payment from abroad: NLB settlement account SI56029000000200020, (swift: LJBASI2X), with reference LD2324400888-8919100-80011842-711,

at the latest by Nov 17, 2023. To the bidder whose offer will not be accepted, the security deposit will be returned to the bidder's account without interest within three days of the non-acceptance of the offer or on the date of the Seller's withdrawal from the collection of binding offers or direct negotiations.

The security deposit of the bidder, whose offer will be accepted, will be included in the sale price. If the bidder chosen by the Seller does not conclude a contract, the security deposit shall be due in favour of the Seller (the security deposit shall not be returned to the bidder).

4.4. Opening of binding offers

The opening of binding offers will not be made public. The Seller will inform the bidders in due time about potentiality for further proceedings regarding sale of the Receivable, presumably within 7 days after expiry of the deadline for the

doma v roku 7 dni po izteku roka za oddajo ponudb. Prodajalec lahko rok iz prejšnjega stavka na podlagi lastne odločitve kadarkoli podaljša ali skrajša.

Prodajalec lahko pred ali pa po poteku roka iz prvega stavka pozove potencialne kupce k izboljšanju njihovih ponudb ali nadaljuje prodajni postopek z neposrednimi pogajanjem.

4.5. Sklenitev pogodbe

Prodajalec bo, ni pa k temu zavezan, izbral ponudnika, ki bo posredoval primerno in najugodnejšo ponudbo (v nadaljevanju: Izbrani Ponudnik) ter v nadaljevanju z njim uskladil in sklenil pogodbo o prodaji in odstopu Terjatve (v nadaljevanju: Pogodba).

Prodajalec si pridržuje pravico, da v postopku ne izbere nobenega ponudnika, prav tako z nobenim ponudnikom ni dolžan skleniti kakršnegakoli dogovora ali pogodbe glede njunega sodelovanja v postopku prodaje Terjatve. Prodajalec si pridržuje pravico, da Pogodbo sklene s ponudnikom, ki ni sodeloval v takšnem postopku.

Prodajalec bo po lastni presoji ocenil primernost ponudbe.

Pogodba bo sklenjena v roku šestdeset (60) dni od izdaje obvestila o izbiri.

Pravočasno poravnana kupnina bo bistvena sestavina Pogodbe. Prenos Terjatve bo skladno s Pogodbo realiziran po plačilu celotne kupnine.

Vse davke in stroške, vključno z notarskimi stroški, stroške odvetnika glede priprave pogodbe v zvezi s prenosom oz. prodajo Terjatve bo plačal Izbrani Ponudnik. Terjatev, ki je predmet Pogodbe, se proda po načelu »videno-kupljeno«, pri čemer se na kupca prenesejo vse terjatve Prodajalca, ki so predmet Pogodbe, vključno s pripadki in stranskimi pravicami, v največjem zakonskem dopustnem obsegu. Prodajalec jamči le za obstoj Terjatve, ne pa za obstoj zavarovanj in njihovo izterljivost, ter izterljivost Terjatve.

5. Pravica do preklica in izključitev odškodninske odgovornosti Prodajalca

Prodajalec si pridržuje pravico kadarkoli in brez pojasnila spremeniti pogoje prodaje ter načrtovani potek, korake ali druge elemente postopka, prav tako lahko kadarkoli prekine postopek zbiranja interesa ali ponudb, prodaje oz. pogajanj, za kar ne nosi nobene odgovornosti in ponudniki iz tega naslova ne morejo zoper Prodajalca uveljavljati nikakršnih zahtevkov. V izogib dvomu prav tako Prodajalec ni dolžan skleniti Pogodbe z najboljšim ponudnikom oziroma ponu-

submission of offers. The Seller may upon his own decision at any time extend or shorten the time limit set out in the previous sentence.

The Seller may, before or after the expiry of the deadline from first sentence, invite potential buyers to improve their bids or continue the sales process through direct negotiations.

4.5. Conclusion of the contract

The Seller will, but is not obliged to do so, select the bidder who will present the proper and best offer (hereinafter: the Chosen Bidder) and thereon reconcile and conclude a contract for the purchase and assignment of The Receivable (hereinafter: the Contract) with it.

The Seller reserves the right not to choose any bidder in the proceedings, nor is he obliged to enter into any agreement or contract with any bidder in respect of their participation in the sale of the Receivable proceedings. The Seller reserves the right to conclude the Contract with a bidder which has not participated in such a procedure.

The Seller will assess the appropriateness of the offer at his sole discretion.

The Contract will be concluded within sixty (60) days of the issue of the selection notice.

Timely settlement of the price will be an essential component of the Contract. Transfer of Receivable will be realized after payment of the entire price in accordance with the Contract.

All taxes and expenses, including notarial charges, in connection with the transfer or sale of receivables will be borne by the selected Bidder. The Receivable subject to the Contract is sold on the "as-is" basis, whereas all the Seller's receivables subject to the Contract, including accruals and side rights, are transferred to the buyer to the maximum legal permissible extent. The Seller only guarantees the existence of the Receivable, and not the existence of the collateral and their enforceability as well as not the enforceability of the Receivable.

5. Right of revocation and exclusion of the Seller's liability

The Seller reserves the right to change the terms of sale and planned course, steps, or other elements of the procedure at any time and without explanation, also it may at any time terminate the process of obtaining interest or offers, sale or negotiations, for which no liability is borne, and the bidders cannot pursue any claims against the Seller from this title. For the avoidance of doubt, the Seller is also not obliged to conclude a contract with the highest bidder or

dnikom, ki ponudi najboljše pogoje, niti s katerim koli ponudnikom, ki sodeluje v postopku javnega razpisa in je v zvezi s tem izključena njegova odškodninska odgovornost. Prodajalec prav tako ponudnikom ni dolžan povrniti morebitnih stroškov, ki bi ponudnikom nastali v zvezi s tem razpisom.

Prodajalec si pridržuje pravico, da Pogodbo sklene s ponudnikom, ki ni sodeloval v takšnem postopku. Ponudniki s svojim vstopom v postopek javnega razpisa soglašajo s pogoji izvedbe le-tega.

6. Dodatne informacije

Potencialni ponudniki lahko dodatne informacije dobijo pri predstavniku Prodajalca:

Barbara Jeraša;
M: +38631798459
E: Barbara.Jerasa@nlb.si

7. Pravo in pristojnosti

Za ta javni razpis oziroma objavo, postopke, vezane na ta razpis, zbiranje ponudb in Pogodbo se uporablja pravo Republike Slovenije. V primerih kakršnihkoli sporov je pristojno stvarno pristojno sodišče v Ljubljani.

Ljubljana, 11.10.2023

Prodajalec
NLB d.d., Ljubljana

bidder offering the best terms nor with any bidder participating in the tendering procedure and in this respect its liability for damages is excluded. The Seller is also not obliged to reimburse bidders for any costs incurred to them in connection with this tender.

The Seller reserves the right to conclude the Contract with a bidder who has not participated in such procedure. Bidders agree to the conditions of the tendering procedure by their entry into it.

6. Additional information

Potential bidders may obtain additional information from the Seller's representative:

Barbara Jeraša;
M: +38631798459
E: Barbara.Jerasa@nlb.si

7. Law and jurisdiction

The law of the Republic of Slovenia shall apply to this invitation to tender, the procedures relating to it, obtaining offers and the Contract. In cases of any disputes, the competent court in Ljubljana has legal jurisdiction.

Ljubljana, Oct 11, 2023

The Seller
NLB d.d.

Priloga št. 1

ZAVEZUJOČA PONUDBA

V zvezi z Razpisom za zbiranje zavezujočih ponudb za odkup terjatev št. 4552-4/2023-JB z dne 11.10.2023 (v nadaljevanju »Razpis«), Ponudnik _____, matična številka: _____, transakcijski račun številka: _____, odprt pri banki _____, ki ga zastopa _____ (v nadaljevanju »Ponudnik«) v postopku prodaje terjatev upnika NLB d.d., Trg republike 2, 1000 Ljubljana, matična številka 5860571000 (v nadaljevanju »Prodajalec«) do dolžnika _____ daje Prodajalcu naslednjo zavezujočo in nepogojno ponudbo:

1. Ponudbena cena za odkup **Terjatve**, ki je zavarovana, kot je navedeno v 1. točki Razpisa, skupaj s pripadki in stranskimi pravicami, znaša _____ EUR neto; (z besedo: _____ 00/100 evrov neto).
2. Rok plačila kupnine je _____ dni od sklenitve Pogodbe.
3. Veljavnost ponudbe do vključno 31.01.2024.
4. Ta ponudba je zavezujoča in nepogojna.

Ponudnik izjavljam in jamčim:

1. da sprejemam vse pogoje Razpisa;
2. da je bila dne _____ skladno z določbami Razpisa plačana varščina v višini 50.000 EUR, in sicer z računa Ponudnika pri banki oz. kreditni inštituciji, registrirani v EU, katera je zavezana k spoštovanju predpisov EU in OFAC, ki urejajo področje preprečevanja pranja denarja in financiranja terorizma, ter je dokazilo o plačilu priloženo tej ponudbi;
3. da se odpovedujem vsem zahtevkom zoper Prodajalca, ki bi izvirali iz sodelovanja v tem postopku, izrecno tudi zahtevkom za povračilo stroškov, škode in podobno;
4. da imajo vsi izrazi, uporabljeni v tej ponudbi, isti pomen kot v Razpisu.

V/na _____, dne _____

Ponudnik:

Appendix No. 1

BINDING OFFER

Referring to the Call for Binding Bids to Purchase Claims dated no. 4552-4/2023-JB on Oct 11, 2023 (hereinafter the »Call«), the Bidder _____, registration number: _____, business account no.: _____, open at _____ bank, duly represented by _____ (hereinafter the »Bidder«) in the process of the sale of **claims** of the creditor NLB d.d., Trg republike 2, 1000 Ljubljana, registration number 5860571000 (hereinafter the »Seller«), against the debtor _____, hereby submits to the Seller the following binding and unconditional offer:

1. The offered price for purchase of Claims, secured as described under the item 1 of the Call, including interest and accessory rights, amounts to _____ EUR net (EUR _____ net).
2. Purchase price payment deadline _____ days after the conclusion of the Contract.
3. Validity of the offer until Jan 31, 2024
4. This offer is binding and unconditional.

We, the Bidder hereby declare and warrant:

1. that we accept the terms of the Call;
2. that on _____ the Security in amount of EUR 50,000 was paid according to provisions of the Call, namely from Bidder's account at a bank or the credit institution, registered in the EU and committed to compliance with EU and OFAC regulations governing the prevention of money laundering and terrorist financing.
3. that we waive all claims against the Seller which would arise out of participation in this process, expressly also all claims to reimburse costs, damages and similar.
4. that all terms, used in this offer have the same meaning as defined in the Call.

In _____, date: _____

Bidder:

IZJAVA

Spodaj podpisani _____, kot direktor / zakoniti zastopnik / pooblaščen zastopnik družbe _____ (v nadaljevanju: kupec) v zvezi z nakupom terjatev do družbe _____,

izrecno izjavljam, da:

- *nastopam v imenu in za račun zgoraj navedene družbe ter izrecno ne kot posrednik ali pooblaščenec tretjih oseb,*
- *družba kupca, njene poslovodne osebe in lastniki nimajo lastniških, upravljaljskih ali kakšnih drugačnih povezav v smislu pravil, ki urejajo gospodarske družbe, oziroma niso kakorkoli povezani z lastniki ali člani upravljanja ali nadzora v družbi dolžnika ter nimajo nobenih drugih neposrednih ali posrednih povezav z dolžnikom _____, porokom, so-dolžnikom ali drugo pogodbeno stranko, katere dolg/terjatev/nepremičnina je predmet nakupa,*
- *nisem zaposlen v NLB skupini in nisem v sorodstvenem razmerju* s katerikoli od zaposlenih v NLB skupini,*
- *nisem seznanjen z obstojem povezanosti drugih predstavnikov oz. zaposlenih pri kupcu do oseb, navedenih v predhodnih dveh točkah,*
- *kupec in dolžnik _____ nista v razmerju povezanih družb, kot jih določa zakon, ki ureja gospodarske družbe,*
- *ne predstavljam pravne osebe v kapitalu katere ima oseba iz prejšnjih alinej delež oziroma katere član poslovodstva ali prokurist je oseba, ki je bila član poslovodstva ali prokurist dolžnika _____,*
- *nisem član poslovodstva ali prokurist dolžnika _____,*
- *nisem oseba, za katero se v skladu z zakonom, ki ureja prevzeme, neizpodbitno domneva, da z osebo iz prejšnjih alinej deluje usklajeno,*
- *ne obstajajo nobene druge povezave ali okoliščine, ki bi lahko povzročile kakršnokoli nasprotje interesov.*

S podpisom te listine izrecno jamčim in potrjujem resničnost zgoraj podane izjave in se zavedam, da je ta izjava pravno zavezujoča in nepreklicna.

Datum: _____

Podpis: _____

*Sorodstveno razmerje predstavlja odnos: otroci, starši, zakonci (zakonska zveza, zunajzakonska skupnost, sklenjena partnerska zveza, registrirana partnerska skupnost in podobno), posvojitelji in posvojenci, bratje in sestre (polno/polovično sorodstvo), stari starši in vnuki ter drugi, kot npr. strici/tete, botri.

IZJAVA

Spodaj podpisani _____
(ime in priimek, naslov, datum rojstva) (v nadaljevanju: kupec) v zvezi z nakupom terjatev do družbe _____,

izrecno izjavljam, da:

- *nastopam v svojem imenu in za svoj račun ter izrecno ne kot posrednik ali pooblaščenec tretjih oseb,*
- *nimam lastniških, upravljavskih ali kakšnih drugačnih povezav v smislu pravil, ki urejajo gospodarske družbe, oziroma nisem kakorkoli povezan z lastniki ali člani upravljanja ali nadzora v družbi dolžnika ter nisem na kakršenkoli drug način neposredno ali posredno povezan z dolžnikom _____, porokom, so-dolžnikom ali drugo pogodbeno stranko, katere dolg/terjatev/nepremičnina je predmet nakupa,*
- *nisem zaposlen v NLB skupini in nisem v sorodstvenem razmerju* s katerimkoli od zaposlenih v NLB skupini,*
- *nisem član posloводства ali prokurist dolžnika _____,*
- *nisem oseba, za katero se v skladu z zakonom, ki ureja prevzeme, neizpodbitno domneva, da z osebo iz prejšnjih alinej deluje usklajeno,*
- *ne obstajajo nobene druge povezave ali okoliščine, ki bi lahko povzročile kakršnokoli nasprotje interesov.*

S podpisom te listine izrecno jamčim in potrjujem resničnost zgoraj podane izjave in se zavedam, da je ta izjava pravno zavezujoča in nepreklicna.

Izrecno potrjujem svojo privolitve za zbiranje mojih osebnih podatkov, vsebovanih na tej izjavi za namen ugotavljanja nasprotja interesov v povezavi s pravnim poslom, opredeljenim v prvem stavku te izjave.

Datum: _____

Podpis: _____

*Sorodstveno razmerje predstavlja odnos: otroci, starši, zakonci (zakonska zveza, zunajzakonska skupnost, sklenjena partnerska zveza, registrirana partnerska skupnost in podobno), posvojitelji in posvojenci, bratje in sestre (polno/polovično sorodstvo), stari starši in vnuki ter drugi, kot npr. strici/tete, botri.

Appendix 2 – Corporate

DECLARATION

The under signed party _____ as director/legal representative/authorized representative/officer of the company _____ (in short »buyer«) in connection to the acquisition of the assets (receivables (claim)) _____,

herewith clearly confirms that:

- *I am acting in the name and on behalf of the above company and not as an intermediary or proxy of any third party,*
- *the company acting as buyer or any of its legal/authorised representatives and owners are not connected to the debtor in terms of ownership, management or anything else in accordance with the rules governing companies and are not in any way connected with the owners or members of the management or supervision of the debtor and have no other direct or indirect connection to the debtor _____, guarantor, co-debtor or any other contractual party, whose debt/claim/real estate is the subject of this transaction,*
- I am not an employee of NLB Group, and I am not a close relative* of any of the employees in NLB Group,
- I am not aware of any connections of other representatives or employees of the buyer towards the persons mentioned above,
- *the buyer and debtor _____ are not anyhow connected companies in line with the provisions of the Slovenian Companies Act,*
- *I am not representing a legal entity in the capital of which the person referred in points above would hold shares/capital or whose legal representative/authorised signatory would have been a legal representative or an authorised signatory of the debtor _____,*
- *I am not a member of the management board/legal representative or an authorised signatory of the debtor _____,*
- *I am not a person, for which a conclusive presumption in line with the law that regulates acquisitions applies that the person acts coherently with the persons from previous points,*
- no other circumstances which could lead to any kind of conflict of interest exists.

Herewith I guarantee and confirm that all the above stated is true and am aware that this is legally binding and irrevocable declaration.

Date: _____

Signature: _____

*Close relatives are at least: children, parents, partners, spouses (marriage, civil union, registered partnership etc.), adopters and adoptees, brothers and sisters (full/half-blood), grandparents, grandchildren and others such as uncles/aunts, godfathers/godmothers.

Appendix 2 – Private individual

DECLARATION

The under signed party _____ (name and surname, address, date of birth) (in short »buyer«) in connection to the acquisition of the assets (receivables/claim) _____,

herewith clearly confirms that:

- I am acting in my own name and on my own behalf *and not as an intermediary or proxy of any third party,*
- *I am not connected to the debtor in terms of ownership, management or anything else in accordance with the rules governing companies and am not in any way connected with the owners or members of the management or supervision of the debtor and I have no other direct or indirect connection to the debtor _____, guarantor, co-debtor or any other contractual party, whose debt/claim/real estate is the subject of this transaction,*
- I am not an employee of NLB Group, and I am not a close relative* of any of the employees in NLB Group,
- *I am not a member of the management board/legal representative or an authorised signatory of the debtor _____,*
- *I am not a person, for which a conclusive presumption in line with the law that regulates acquisitions applies, that the person acts coherently with the persons from previous points,*
- no other circumstances which could lead to any kind of conflict of interest exists.

Herewith I confirm that all the above stated is true and I am aware that this is legally binding and irrevocable declaration.

Furthermore, I guarantee and clearly confirm my consent to the collection of my personal data, contained in this declaration for the purpose of establishing whether any conflict of interest exist in connection to the transaction defined in the first sentence of this declaration.

Date: _____

Signature: _____

*Close relatives are at least: children, parents, partners, spouses (marriage, civil union, registered partnership etc.), adopters and adoptees, brothers, and sisters (full/half-blood), grandparents, grandchildren and others such as uncles/aunts, godfathers/godmothers.