

NOVA KREDITNA BANKA MARIBOR d.d., Ulica Vita Kraigherja 4, 2000 Maribor, registration number 5860580000, ID for VAT and VAT No SI 94314527, represented by _____, (hereinafter: the »**Seller**«)

and

[for legal entities]

_____, with registered seat _____ and business address _____, registration number _____, tax number _____, represented by _____, position _____,

[for natural persons]

_____, permanent registered address _____, tax number _____, PIN _____,

(hereinafter: the »**Buyer**«)

hereinafter the Buyer and Seller individually referred to as the »**Party**« and together as the »**Parties**«,

enter into the following

SALE AND PURCHASE AGREEMENT

for SHARES of the company PETROL d.d., Ljubljana with code PETG

Article 1

PREAMBLE

The Parties agrees that:

- The proxy of the Seller on 17 August 2022 publicly announced a **Public invitation for tender to purchase of the shares of the company PETROL d.d., Ljubljana (PETG shares) in the ownership of NOVA KBM d.d.** (hereinafter: the »**Invitation**«), for purchase of the shares of the issuing company **PETROL d.d., Ljubljana**, Dunajska cesta 50, 1000 Ljubljana, registration number 5025796000, ID for VAT and VAT No SI 80267432, whereby the Seller is the holder of the shares. Invitation is an Annex 1 to this agreement.;
- The Buyer was selected as a selected bidder during the invitation offer procedure conducted by the Seller. Pursuant to the terms of the Invitation, the Buyer has committed to conclude this sale and purchase agreement for purchase of shares of the company PETROL d.d., Ljubljana with code PETG that were the subject of the Invitation (hereinafter: the »**Agreement**«);

- The shares as the subject of the Agreement are freely transferable and without any encumbrances of third party rights.

Article 2

SUBJECT OF THE AGREEMENT AND PURCHASE PRICE

- 2.1 Subject to the terms and conditions set forth in this Agreement, the Seller hereby agrees to sell and transfer to the Buyer _____ [number of shares] ordinary name no-par shares with voting rights free of any encumbrances, issued by company **PETROL, Slovenska energetska družba d.d., Ljubljana**, Dunajska cesta 50, 1000 Ljubljana, registration number 5025796000, ID for VAT and VAT No SI 80267432, with code **PETG** and the Buyer hereby agrees to purchase and acquire shares from Seller at a price of EUR _____ per share and to pay to the Seller for all the shares, which are subject of this Agreement (hereinafter: the »Shares«), the one-off amount of EUR _____ (hereinafter: the »Purchase Price«).
- 2.2 Pursuant to point 4.e of Article 44 ZDDV-1, transactions with shares are exempt from VAT.

Article 3

FULFILMENT OF OBLIGATIONS OF THE SELLER AND THE BUYER

- 3.1 The Buyer is obliged to transfer the Purchase Price referred to in Article 2.1 of Agreement for the Shares which are subject of this Agreement not later than 8 (eight) days from the date of signing of the Agreement (hereinafter: **Payment Deadline**), to the Seller's bank account:
_____.
- 3.2 The Parties expressly agree that the Payment Deadline is an essential element of this Agreement. If Purchase Price is not paid within the Payment Deadline, the Parties agree that this Agreement shall be deemed terminated.
- 3.3 The Seller undertakes to transfer the Shares to the Buyer's trading account no. _____, opened at member _____, on the next business day after receipt of the entire Purchase Price for all Shares that are the subject of this Agreement, to the account of the Seller.
- 3.4 The Buyer shall bear all costs and expenses in connection with the transfer of Shares pursuant to this Agreement, including (but not limited to) any costs, tax burdens and charges incurred by the Buyer for or in connection with this Agreement.
- 3.5 The Buyer shall make every effort to enable the Seller to carry out the transfer of the Shares to the Buyer's name under this Agreement.

Article 4

REPRESENTATIONS AND WARRANTIES

- 4.1 In case the Buyer is a legal entity, by signing this Agreement, the Buyer confirms and irrevocably guarantees to the Seller that:
- the Buyer is a company registered in the court register pursuant to the valid regulations;

- the Buyer has obtained all necessary permits or approvals (in particular but not solely the approval or permit of the bodies of the company, state bodies or third parties, and has performed all other procedures that are in accordance with the company's internal acts or the applicable legislation are absolutely necessary for signature of this Agreement and for the performance of the transaction under this Agreement);
- that the signature and enforcement of this Agreement does not preclude the company's founding acts, judgments or any Agreements that are binding or related to the Buyer.
- is aware of and acquainted with the provisions of the applicable legislation related to the entering the Agreement, in particular the provisions of the Act on Takeovers (ZPre-1) regarding the mandatory takeover offer and the provisions of the Act on the Prevention of Restriction of Competition (ZPOmK-1) including prohibitions and sanctions for violation of the aforementioned legislation. The Buyer undertakes to comply with the valid legislation rules and shall be liable for the negative consequence if does not comply with the aforementioned.

4.2 In case of breach or failure to comply with the representations and warranties from provision 4.1 of the Agreement, the Buyer shall be liable to the Seller for any damage incurred, costs or other obligations incurred by the Seller due to the Buyer's failure to comply with the aforementioned provisions of the Agreement.

Article 5

COMMUNICATION AND REPORTING

5.1 All documents, notices and reports in relation to this Agreement will be sent by the Parties to each other by registered mail and with a copy to the e-mail to the following addresses:

For the **Buyer**:

Name and
surname/company
name:

Address:

Contact person:

Phone No.:

E-mail:

For the **Seller**:

**NOVA KREDITNA BANKA MARIBOR
d.d.**

Ulica Vita Kraigherja 4
2000 Maribor

5.2 Each Party shall inform the other Party of the any change of the above-mentioned information. All notices, communications, reports and other documents from this or in connection with this Agreement shall be deemed to have been delivered on the date of the receipt of the registered post. If the sent registered post is returned, it is considered delivered on the 15th (fifteenth) day from the day when the first delivery was attempted.

5.3 The Parties must refer to the name of this Agreement in all the documents relating to this Agreement.

Article 6

ANTI-CORRUPTION CLAUSE

The Parties agree that this Agreement is null and void if any person promises, offers or gives any unauthorized benefit in the name or on behalf of the other Party, representative or intermediary of the Party for:

- acquisition of a transaction under this Agreement, or
- concluding a transaction under this Agreement on more favourable terms or conditions, or
- for waiving due control over the performance of contractual obligations under this Agreement, or
- for the other conduct or waiving by which the other party has suffered damage or is able to obtain the undue advantage to another party, its representative, agent or intermediary.

Article 7

FINAL PROVISIONS

- 7.1 Any invalid or unenforceable provision of this Agreement does not affect the validity of other provisions of the Agreement and the validity of this Agreement as a whole. In case of an invalid or unenforceable provision, in the absence of a different agreement between the Parties, such a provision shall be replaced by a statutory provision corresponding to the will of the contracting parties and the purpose of this Agreement at the time of its conclusion.
- 7.2 The Buyer, who is a legal entity guarantees and assures to Seller that the person signing this Agreement on behalf of the Buyer is authorised to sign this Agreement in the name and on behalf of the Buyer and to represent the Buyer in performing a transaction under this Agreement (hereinafter: the **»Authorization«**). The Buyer, who is a legal person, is liable to the Seller for any damages that the Seller might suffer due to possible legal errors or non-existence or invalidity of the Authorization.
- 7.3 Any disputes arising out of this Agreement shall be settled by mutual agreement between the Parties. If a mutually agreed solution is not reached, the Parties agree that competent court in Maribor shall have the jurisdiction.
- 7.4 This Agreement is governed by the laws of Slovenia.
- 7.5 The agreement is valid and effective on the day of signing the Agreement by both Parties.
- 7.6 This Agreement is drawn up in three copies, of which one copy is received by each Party, one copy shall be handed over to KDD.

The Seller:

The Buyer:

In Maribor, on _____

In Maribor, on _____

Annex 1 – Public invitation for tender to purchase of the shares of the company PETROL d.d., Ljubljana (PETG shares) in the ownership of NOVA KBM d.d.