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| Contracting Parties |  |
| 1. |  |
| Name of the Concession Grantor  Registration Number  TIN  Street and Number  Headquarters  Represented by the Mayor of the City of Kragujevac  (hereinafter referred to as: Concession Grantor) | CITY OF KRAGUJEVAC 07184069 101982436 TRG SLOBODE NO. 3  Kragujevac Nikola Dašić |

And

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| 2. |  |
| Name of the Bidder  Registration Number  TIN  Street and Number  Headquarters  Represented by the  (hereinafter referred to as: Bidder) |  |

concluded on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025, in Kragujevac

**NON-DISCLOSURE AGREEMENT**

INTRODUCTORY NOTES  
Article 1

The contracting parties hereby mutually acknowledge:

* That on the \_\_\_\_\_\_\_\_\_\_\_ of February 2025, the procedure for granting a concession for the provision of pharmaceutical healthcare services at the primary level in the territory of the City of Kragujevac and in the areas where the pharmacy institution Kragujevac operates, was initiated, with the public call code: 01/25, by publishing the public call in the manner prescribed by Article 22 of the Law on Public-Private Partnerships and Concessions ("Official Gazette of the RS", No. 88/11, 15/16, and 104/16) (hereinafter referred to as: the Concession Granting Procedure),
* That the Bidder has expressed the intention to participate in the Concession Granting Procedure by submitting a request to obtain the tender documentation,
* That a prerequisite for obtaining the tender documentation is the conclusion of this agreement between the Concession Grantor and the Bidder.

**SUBJECT OF THE CONTRACT**

**Article 2**

The subject of this contract is the protection of secrets and confidential information that the

Concession Grantor makes available to the Bidder during the Concession Granting Procedure.

**CONFIDENTIAL INFORMATION**  
**Article 3**

Confidential information refers to all data, information, electronic data, or facts about the Concession Grantor, TRG SLOBODE 3, 34000 Kragujevac, registration number: 07184069, TIN: 101982436, or the Healthcare Institution Pharmacy Kragujevac, which are not known to third parties, i.e., all data that the Concession Grantor makes available to the Bidder during the Concession Granting Procedure in oral, written, magnetic, electronic, or any other form, regardless of whether they are specifically marked as confidential (hereinafter referred to as: Confidential Information).

BIDDER’S RESPONSIBILITIES  
Article 4

The Bidder undertakes to keep the Confidential Information provided by the Concession Grantor during the Concession Granting Procedure as strictly confidential in accordance with the terms of this contract.

The Bidder agrees that the Confidential Information will be considered the Concession Grantor's secret and will be kept confidential. The Bidder will not use it for any purposes other than those related to the Concession Granting Procedure. The Bidder will not disclose, publish, or otherwise make available any Confidential Information provided by the Concession Grantor to any third party without prior written approval from the City Council of the City of Kragujevac, both during and after the Concession Granting Procedure, except to those collaborators and employees who must receive and review such information as part of their duties. In such cases, the Bidder undertakes to inform all such persons of the nature of the Confidential Information and assumes full responsibility for any breach of confidentiality by those persons.

The Bidder undertakes to protect the Confidential Information in accordance with measures that ensure the administrative, physical, and technical security of the Confidential Information, in line with the basic criteria defined by applicable laws and regulations that protect the Confidential Information from disclosure, misuse, damage, destruction, loss, or theft (hereinafter referred to as: Unauthorized Acts).

At the request of the Concession Grantor, the Bidder shall return all Confidential Information received in written form, as well as personal notes related to the Concession Granting Procedure, within 10 (in words: ten) days from the date of receipt of the Concessionaire's request, without retaining any copies, extracts, or other reproductions of the whole or any part thereof. In the event of such a request, the Bidder will immediately destroy all Confidential Information, as well as personal notes related to the Concession Granting Procedure.

In the case of the return or destruction of the Confidential Information, as stated in paragraph 4 of this article, the Bidder will be required to comply with the obligation in paragraph 2 of this article.

The Bidder may disclose the Confidential Information in order to comply with legal requirements by a competent court or state authority, provided that the Bidder has notified the Concession Grantor of these circumstances before disclosure, so that the Concession Grantor has the opportunity to defend, protect, or limit such dissemination or disclosure further, on the condition that the Bidder discloses only the portion of the Confidential Information that is legally required to be disclosed.

The obligations under this contract remain in effect indefinitely, and they can only cease upon the written consent of the Concession Grantor.

**NON-FULFILLMENT OF OBLIGATIONS**  
**Article 5**

The Bidder is responsible for any Unauthorized Acts of the Confidential Information, and in such a case, the Bidder is obliged to pay the Concession Grantor a contractual penalty in the amount of 500,000.00 (in words: five hundred thousand and 00/100) euros in RSD equivalent at the exchange rate of the National Bank of Serbia on the day of payment. However, this does not exclude the Concession Grantor's right to claim the difference up to the full compensation for damages, if the damage suffered by the Concession Grantor exceeds the amount of the contractual penalty.

**NULLITY**  
**Article 6**

If a court determines that any provision of this contract is null and void, this contract and its remaining provisions will remain in effect and be applied as if such a null provision had never been agreed upon, unless this contract cannot survive without such provision, or if it was a condition of this contract or a decisive reason for its conclusion. The contracting parties agree to replace any null provision with a provision that, to the greatest extent possible, achieves the economic, legal, and commercial objectives of the null provision.

**OTHER PROVISIONS**  
**Article 7**

This contract is binding and continues to apply in favor of the legal or contractual successors of the contracting parties. No provision explicitly or implicitly contained in this contract may be interpreted as creating any rights, obligations, or liabilities for any third party, except for the contracting parties and their legal and contractual successors.

Any subsequent amendments or additions to this contract shall be valid only if made in writing and signed by both contracting parties.

**APPLICATION OF THE LAW ON OBLIGATIONS  
Article 8**

For all matters not covered by this contract, the Law on Obligations and other applicable regulations governing this type of relationship shall apply.

**DISPUTE RESOLUTION**  
**Article 9**

The contracting parties have agreed that any potential disputes arising from this contract will be resolved amicably.

In the event that a dispute cannot be resolved as stated in paragraph 1 of this article, the competent

court in Kragujevac shall have jurisdiction.

**NUMBER OF COUNTERPARTS  
Article 10**

This contract is executed in 4 (four) counterparts, of which 2 (two) counterparts are retained by the Concession Grantor, and 2 (two) counterparts are retained by the Bidder.

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| CONCESSION GRANTOR: | BIDDER: |
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