

**AGREEMENT FOR CONFIDENTIALITY OF THE DATA RELATED TO THE  
SALE OF THE ASSETS OF THE BANK UNDER ADMINISTRATION**

Concluded on \_\_\_\_\_ between:

1. \_\_\_\_\_ with its main office in \_\_\_\_\_ (hereinafter referred as: qualified bidder) and
2. \_\_\_\_\_, administrator of \_\_\_\_\_

**I.  
General provisions**

**Article 1**

This Agreement shall set forth the following:

- confidential data and documents;
- method the confidential data are maintained and disclosed;
- persons authorized for disclosure of the confidential data;
- method the confidential data are copied and destroyed.

**Article 2**

The provisions of this Agreement shall be obligatory for the administrator and the qualified bidder which have acquired data which, according to this Agreement, are considered confidential.

The persons under paragraph 1 of this Article shall be obliged to adhere to the provisions arising from the Procedures for performing sale of the assets of the bank under administration adopted by the Governor of the Republic of Macedonia on \_\_\_\_\_ ("Official Gazette of the Republic of Macedonia" no. \_\_\_\_\_).

**II. Definitions**

**Article 3**

Confidential shall be considered all data and documents that the qualified bidder acquired in the participation in the closed bid and during performing the procedure for the sale of the assets (hereinafter referred to as: confidential data), and especially:

- data on the credit users of the bank under administration;

- data on the credits' collateral
- data on other debtors of the bank under administration;
- data on the employees in the bank under administration;
- data on the initiated court procedures.

The provisions of the Banking Law that define the bank secret shall adequately be applied for the data under paragraph 1 of this Article.

#### **Article 4**

The participation of the qualified bidder in the closed bid shall be considered confirmed by signing the application form also of this Agreement.

The representatives of the qualified bidder shall be persons that the qualified bidder stated in the application form.

#### **Article 5**

The other terms used in this Agreement shall be applied the meaning set forth in the Procedures for performing sale of the assets of the bank under administration adopted by the Governor of the National Bank of the Republic of Macedonia on \_\_\_\_\_ ("Official Gazette of the Republic Macedonia" no. \_\_\_\_\_).

### **III. Maintenance and disclosure of confidential data**

#### **Article 6**

The persons under Article 2 of this Agreement shall be obliged to keep the confidential data, to use them exclusively for the objectives they are obtained for and must not disclose them to third parties.

#### **Article 7**

The requirement for maintenance of confidential data for the persons under Article 2 of this Agreement shall endure also after the completion of the sale of the assets of the bank under administration.

By exception to paragraph 1 of this Article, the obligation for maintenance of the confidential data according to this Agreement pertaining to the sold assets shall cease to be valid for the purchasing bank, the administrator and the Governor of the National Bank of the Republic of Macedonia, on the date of conclusion of the final agreement for the sale of assets.

#### **Article 8**

The requirement under Article 7 of this Agreement shall not refer to the disclosure of the confidential data if the disclosure is set forth in a law and in the Decision on the terms and the procedure for implementing the Rehabilitation Plan and the Assets and Liabilities Transfer Plan ("Official Gazette of the Republic of Macedonia" no. \_\_\_\_\_).

#### **Article 9**

The persons that convey confidential data about the bank under administration on the meeting of the qualified bidder's Supervisory Board shall be required to emphasize to all

attendees that the data, i.e. documents are considered confidential and that they shall be obliged to keep them as bank secret.

The persons under paragraph 1 of this Article that acquired confidential data shall be obliged to maintain them, to use them exclusively for the objectives they are obtained for and must not disclose them to third parties.

**Article 10**

When disclosing the data, i.e. providing insight into the confidential data, it shall obligatory be announced, i.e. specified that the given data and documents are confidential.

If the confidentiality of the documents or data relates to certain deadline, the person that disclose them, i.e. provides insight, shall be required to set forth also the deadline for the confidentiality period.

**IV. Copying and destruction of the confidential data**

**Article 11**

The persons under Article 2 of this Agreement that use the documents and the data considered as confidential on any ground, shall be required to keep them in the bureaus or lockers secured with safe lock, or in safety case (safety deposit box).

**Article 12**

Copying, photographing, recording and taking out of the documents from the bank under administration, except the notes written on paper or inserted in lap-tops, shall be forbidden.

Every person from Article 2 of this Agreement shall be obliged to prevent copying, or destruction of the confidential data.

**Article 13**

The qualified bidder shall destroy the confidential data for the bank under administration after the completion of the sale of the assets.

The destruction shall be carried out by establishing a committee with the qualified bidder, thus ensuring full documentation of the procedure for destruction of the confidential data. The destruction of the data shall obligatory be performed in the presence of the administrator.

The qualified bidder shall not be obliged to implement the requirements under paragraphs 1 and 2 of this Article, if after the completion of the sale of assets it is selected as a purchasing bank.

**V. Closing provisions**

**Article 14**

The parties of the agreement shall be consent to solemnize this agreement with notary.

The solemnization costs shall be born by both parties to the agreement, respectively.

**Article 15**

For violating the provisions of this Agreement, the effective legal regulations shall respectively be applied.

**Article 16**

In case of a dispute, it shall be resolved with the competent court in \_\_\_\_\_.

This Agreement shall enter into force with the day of its signing.

This Agreement shall be prepared in four equal copies - two for each party.

Administrator

\_\_\_\_\_

Qualified bidder

(seal and signature of all members  
of the Management Board)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date\_\_\_\_\_

Place\_\_\_\_\_