Investment Opportunity:

Non-Disclosure Agreement (the "Agreement")

Parties	**[Company X],** a company incorporated under the laws of [Y], registered in [Z] under number [#] with the business address at [abc] (hereafter the "Interested Party"). and **Serbia Prime Site One AG**, a company incorporated under the laws of Switzerland, registered in Appenzell under number CHE-130.402.415 with the business address at Dorfstrasse 29, 9108 Gonten (hereafter "SPSO"). Individually a "Party" and together the "Parties".
Preamble	• SPSO is in the business of sourcing, financing, developing, and realising real estate projects. SPSO's business includes deal sourcing, deal development, financial structuring and exit solutions. • SPSO is developing a project to finance and realise a commercial and residential real estate development on the cadastral parcel no. 6844, Cadastral Office New Belgrade (the "Project"). • The Interested Party wishes to explore the possibility to invest in the Project through the dedicated investment structure introduced to the Interested Party by SPSO.
1. Introduction	1.1 In order for the Interested Party to evaluate the Project, SPSO has agreed to provide the Interested Party with information in relation to the Project. 1.2 The Interested Party undertakes by signing this Agreement to keep the information provided by SPSO confidential according to the terms and conditions set out below. 1.3 The information may be used only by permitted users ("Users") and in accordance with the provision of this Agreement. Therefore, User means: – all directors, officers, managers and employees of the Interested Party and/or any affiliate thereof who are directly concerned with the evaluation for the Interested Party to become an investor in the Project and require access to information for this purpose; and – all advisors or other third parties retained by the Interested Party for evaluating the Project and preparing analyses, reports, contracts and recommendations provided that these advisors or other third parties are bound by a confidentiality agreement with terms not less stringent than those of this Agreement.

2. Confidentiality

2.1 The Interested Party shall treat and keep all information in relation to the Project provided by SPSO or any third party ("Confidential Information") as strictly confidential and shall not disclose or permit the disclosure of Confidential Information in full or in part to any persons other than the Users in accordance with clause 2.5 below in any form whatsoever without SPSO'S prior written consent.

2.2 The Interested Party and the Users shall use the Confidential Information solely for evaluation of a potential investment in the PROJECT ("Permitted Purpose").

2.3 The preparation of excerpts or copies is only permitted for the Permitted Purpose.

2.4 Users must take the greatest possible care to ensure confidentiality of the Confidential Information, in order to protect it against in particular, theft, damage, loss and unauthorized access.

2.5 Interested Party shall disclose the Confidential Information only to Users and then only to the extent that such disclosure is necessary for the Permitted Purpose. Before the Interested Party discloses Confidential Information to any User, the Interested Party must

- inform the User of the confidential nature of this information and the obligations under this Agreement; and
- ensure that the User is bound by a confidentiality agreement with terms not less stringent than those of this Agreement.

Provided that disclosure shall be permitted if required by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that all reasonable steps to prevent such disclosure shall be taken, the disclosure shall be of the minimum amount required, and the Interested Party consults SPSO first on the proposed form, timing, nature and purpose of the disclosure with as much prior notice as is practicable in the circumstances.

2.6 The Interested Party shall be liable for any willful or negligent breach of this Agreement by a User as if the Interested Party itself committed the breach.

2.7 This Agreement does not apply to Confidential Information:

- to the extent it is or becomes generally available to the public other than through a breach of this Agreement;
- which the Interested Party can show by its written or other records was in its lawful possession prior to its receipt and which had not previously been obtained from SPSO or another person under an obligation of confidence; or
- which subsequently comes into the possession of the Interested Party from a third party who does not owe SPSO an obligation of confidence in relation to it; or
- which has been independently developed by the Interested Party without reference to the Confidential Information.

3. Disbursed Data

3.1 Upon written demand by SPSO, the Interested Party must ensure, without undue delay, that all Confidential Information (hardcopy and electronic) that has been provided to it, or that it obtained in any other manner or created itself, is:

- Returned, as and when applicable, to SPSO or destroyed by the Interested Party and Users; and
- deleted from all computers, hard disks, flash memory devices and other data storage media of the Interested Party and Users.

The Interested Party shall furthermore ensure that no copies of such documents and/or data are retained, unless legal obligations require it to keep such records.

The Interested Party expressly acknowledges that it has no rights whatsoever to retain such documents and data and that all documentation and data are to be returned or destroyed without reimbursement of expenses.

3.2 Within 14 days of receipt of a demand in accordance with Clause 3.1, the Interested Party must confirm in writing – as applicable – to SPSO that the obligations provided for in Clause 3.1 have been complied with.

4. Termination

The termination of the Interested Party's investor due diligence and the return or destruction of Confidential Information in accordance with the terms of this Agreement will not release the Interested Party and the Users from their continuing obligations under this Agreement for a period of two (2) years from the date of the signing of this Agreement.

5. No Representations, Warranties or Liabilities	5.1	SPSO will not give any warranty or representation to the Interested Party as to the accuracy or completeness of any Confidential Information or other information provided to the Interested Party or Users by SPSO.
	5.2	SPSO will not accept any liability to the Interested Party or Users for use of the Confidential Information by the Interested Party and Users.
	5.3	By signing this Agreement, the Interested Party does not acquire any exclusivity rights or capital allocation to invest in the Project. Any agreement on such rights requires a separate written document with SPSO'S legally binding signature.
	5.4	Both Parties reserve the right during all phases of discussion, at their sole discretion and without stating any reasons, to terminate the pursuit of the Interested Party's investment the Project.
	5.5	The Interested Party takes note that SPSO requires the Interested Party to bear its own costs for evaluation and external consultancy.
6. Indemnification	The Interested Party will indemnify SPSO and hold it harmless against any liabilities, losses, expenses and other costs it may reasonably incur arising out of a breach by the Interested Party or by a User of their obligations under the Agreement.	
7. Miscellaneous	7.1	This Agreement is governed by Swiss law.
	7.2	The competent court of Zurich, Switzerland shall have exclusive jurisdiction over all disputes arising from this Agreement.
	7.3	Should any provision of this Agreement be or become null and void in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. The Parties shall replace the invalid provisions by a new valid provision, satisfying the legal formal requirements that comes closest to the original intent of the invalid provision.
	7.4	This Agreement enters into force when signed by both Parties but shall be binding on the Interested Party as a unilateral declaration of confidentiality as of the date it is signed by the Interested Party.
Signatures	On behalf of SPSO, Gonten, ….. 2021 Jan Schoch Board of Directors On behalf of the Interested Party, ….. 2021 ……. …… ……. …….	