

PROTECTION OF CONFIDENTIALITY STATEMENT

Name and surname: Jadranka Drinic

Address: [REDACTED]

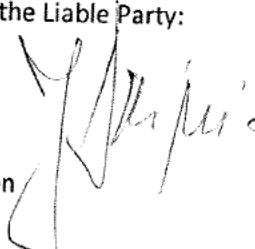

Personal ID no.: [REDACTED]

(hereinafter referred to as: **the Liable Party**)

I hereby declare:

1. that I shall protect and maintain the confidentiality of:
 - 1.1. all written, electronic or spoken information, data, opinions and positions submitted or provided to me in relation to the due diligence of the operations, assets and situation of the company ASPN d.o.o., Vilharjev podhod 4, 1000 Ljubljana, registration number: 2189704000 (hereinafter referred to as ASPN d.o.o.), by representatives, employees, authorised representatives or consultants of ASPN d.o.o. or Roman Lisac,
 - 1.2. all written, electronic or spoken information, data, opinions and positions that I learn about during the due diligence of the operations, assets and situation of ASPN d.o.o.,
 - 1.3. all analyses, compilations, studies, proposals, documents and data prepared in relation to the due diligence by Roman Lisac or representatives, employees, authorised representatives or consultants of ASPN d.o.o.,
2. that I shall also protect and maintain the confidentiality of the information about the planned due diligence of the operations, assets and situation of ASPN d.o.o.,
3. that I shall not use the information under Items 1 and 2, be it directly or indirectly, in any scope or for any reason, on my own behalf or on behalf of a third party, except for the purpose of the planned purchase of a 100% shareholding in ASPN d.o.o.,
4. that I shall not disclose the information under Items 1 and 2 to a third party and that I shall undertake all appropriate measures to prevent any form of disclosure of this information,
5. that I shall not copy or permit the copying of the information under Items 1 and 2,
6. that at the request of ASPN d.o.o. or Roman Lisac, I shall immediately return all confidential information under Items 1 and 2 in any form to ASPN d.o.o. or destroy it in so far as that is reasonably possible, and that I shall send written confirmation of the destruction to ASPN d.o.o.

Signature of the Liable Party:

In Ljubljana on
15.10.2013.

PROTECTION OF CONFIDENTIALITY AGREEMENT

Concluded between

1. ASPN, storitveno podjetje, d.o.o.

Vilharjev podhod 4

1000 Ljubljana

Registration number: 2189704000

VAT ID: SI24319007

represented by Roman Lisac, Managing Director

(hereinafter referred to as: **ASPN d.o.o. or the Company under examination**)

and

2. Direct Media A.D.

Antifasiticke borbe 13b

11000 Beograd

Republic of Serbia

Registration number: 17337785

VAT ID: 101823120

represented by Jadranka Drinic

(hereinafter referred to as: **Direct Meda A.D.**)

I. PREAMBLE

Article 1

- 1.1. The Contracting Parties initially establish by common consent that:
- 1.1.1. after the signing of this Agreement by the Liable Party or its authorised representatives, due diligence of the operations, assets and situation of ASPN d.o.o. will be performed,
- 1.1.2. that the sole company member of ASPN d.o.o. is Roman Lisac, [REDACTED] 1000 Ljubljana, hereinafter referred to as Roman Lisac or the Company Member,
- 1.1.3. that for the purposes of this Agreement, confidential information shall mean:
- 1.1.3.1. all written, electronic or spoken information, data, opinions and positions submitted or provided to the Liable Party or its authorised representatives in relation to the due diligence under this Agreement by representatives, employees, authorised representatives or consultants of the Company under examination or the Company Member,
- 1.1.3.2. all written, electronic or spoken information, data, opinions and positions that the Liable Party learns about during the due diligence under this Agreement,

- 1.1.3.3. all analyses, compilations, studies, proposals, documents and data prepared in relation to the due diligence under this Agreement by the Company Member or representatives, employees, authorised representatives or consultants of the Company under examination,
- 1.1.3.4. this includes information about the planned due diligence of the operations, assets and situation of ASPN d.o.o.,
- 1.1.4. that this Agreement is concluded as a prerequisite for the due diligence of the operations, assets and situation of ASPN d.o.o.,
- 1.1.5. that the Protection of Confidentiality Statement is an integral part of this Agreement under Annex 1,
- 1.1.6. that the signing of the Protection of Confidentiality Statement by any person performing or in any way participating in the due diligence shall be a prerequisite for the due diligence of the operations, assets and situation of ASPN d.o.o.,
- 1.1.7. that all confidential information under Item 1.1.3. shall belong to ASPN d.o.o. for the entire duration of this Agreement and after its cessation, and that during this time it shall be deemed to be merely stored with the Liable Party,
- 1.1.8. that after the due diligence of the operations, assets and situation of ASPN d.o.o., the Liable Party has a serious intention of purchasing a shareholding (an option of 100% or less) in ASPN d.o.o.,
- 1.1.9. that the mutual rights and obligations of both Contracting Parties shall be determined with this Agreement.

II. OBJECT OF THE AGREEMENT

Article 2

2.1. ASPN d.o.o. undertakes that after the signing of this Agreement and the enclosed Statement in accordance with the agreement between the Contracting Parties, it shall enable the Liable Party or its authorised representatives to perform the due diligence of the operations, assets and situation of ASPN d.o.o., while the Liable Party undertakes to protect and maintain the confidentiality of all information under Item 1.1.3. in accordance with the provisions of this Agreement.

III OBLIGATIONS OF THE LIABLE PARTY

Article 3

3.1. With regard to the confidential information under Item 1.1.3., the Liable Party expressly undertakes:

3.1.1 not to use the information, be it directly or indirectly, in any scope or for any reason, on its own behalf or on behalf of a third party, except for the purpose of the planned purchase of a shareholding (an option of 100% or less) in ASPN d.o.o.,

3.1.2 not disclose the information to a third party and to undertake all appropriate measures, legal and otherwise, to prevent any form of disclosure of the information,

3.1.3. not to disclose the information to any party (not even to its employees, members of its bodies, representatives, consultants or any other party that has not signed the Protection of Confidentiality

Statement, which is an integral part of this Agreement under Annex 1), even if the party in question has undertaken to protect the information,

3.1.4. not to copy or permit the copying of the information.

3.2. The Liable Party undertakes, at the request of ASPN d.o.o. or the Company Member, immediately to return all confidential information under Item 1.1.3. in any form to the Company under examination or to destroy it in so far as that is reasonably possible and to send written confirmation of the destruction to the Company under examination.

3.3. The Liable Party undertakes to obtain written consent from the Company under examination prior to any deviations from the fulfilment of obligations under this Agreement.

Article 4

4.1. For each individual violation of the contractual obligations in Article 3, the Liable Party shall be obliged to remunerate other party for the material damage incurred under the provision of this Contract.

V. DURATION OF THE AGREEMENT

Article 5

5.1 The agreement and the obligations stipulated in this Agreement shall apply even after the due diligence for a further 3 years from the signing of this Agreement.

VI. FINAL PROVISIONS

Article 6

6.1. If individual provisions hereof are in opposition to the valid regulations, all of the contractual provisions shall remain in force, and the Contracting Parties undertake to replace such provisions with other suitable provisions with respect to the purposes and objectives hereof.

Article 7

7.1. By signing this Agreement, the Contracting Parties expressly confirm that they have understood all of the provisions hereof, including the legal consequences, and that the said provisions have been noted down in accordance with their true and genuine contractual will.

7.2. All modifications and amendments to this Agreement shall be made in written form, otherwise they shall be without legal effect.

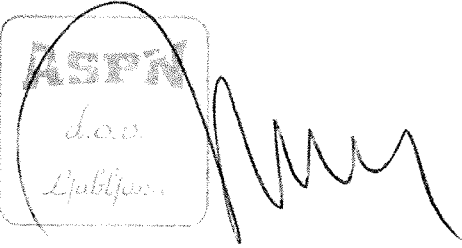
Article 8

8.1. Eventual disputes arising from this Agreement or in relation to it shall be resolved by the Contracting Parties by way of negotiations or agreements. If they are unable to resolve disputed issues, these shall be resolved by the court with subject matter jurisdiction in Ljubljana.

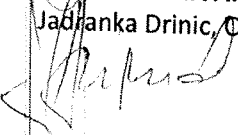
Article 9

9.1. This Agreement contains 9 Articles and is made in two identical copies, of which each Contractual Party shall receive one copy. This Agreement shall be executed and become valid when it is signed by both Contracting Parties.

ASPN d.o.o.
Roman Lisac, Managing Director


ASPN
d.o.o.
Ljubljana

In Ljubljana on _____


DIRECT MEDIA A.D.
Jadranka Drinic, CEO


DIRECT MEDIA A.D.
direct
media
BEOGRAD

In Ljubljana on 15.10.2013.

