

PRELIMINARY AGREEMENT FOR A REQUEST FOR PROPOSAL (RFP) or INVITATION FOR BID (IFB)

Request for proposal (RFP) Ref ID No.: _____

Invitation for Bid (IFB) Ref ID No.: _____

Please return this document:

For the attention of: [to be completed]

Before: [date to be completed] - [time to be completed]

By email to: [email to be completed] and [email to be completed]

Participation in the RFP or IFB:

TEB Sh.A. is a commercial bank validly concluded and operating under the laws of the Republic of Kosova and is licensed by CBK. As a prominent member of the TEB Group the TEB SH.A. Bank is formed through a joint venture between one of the world's strongest financial institutions, BNP Paribas and Turk Ekonomi Bankasi, with its Head Office in **Agim Ramadani Street No. 15, Prishtina, Republic of Kosova**, registered at the Business Registration Office with **No. 70443824** and with fiscal number **600034011** (hereinafter referred to as the "**Requester**") invites your company to respond to a request for proposal / Invitation for bid.

The Requester is committed to conducting an open, free and fair competitive bidding process governed by the principles described in this Preliminary Agreement and, most notably, in Annex 8 "General Rules of the Request for Proposal or Invitation for Bid".

Please tick the box that reflects your decision:

We do **NOT** intend to take part in this request for proposal/invitation for bid:
*(if you tick this box, please send us **ONLY** the first page of this document so as to inform us of your decision – do not complete this Preliminary Agreement in its entirety)*

We intend to take part in this request for proposal:
(if you tick this box, please complete this Preliminary Agreement as instructed below)

The purpose of this Preliminary Agreement is to:

- 1) Designate the company that will be taking part in the request for proposal and may become the Requester's co-contractor subsequent to the request for proposal, in the event that this company is selected.
- 2) Designate the individuals who will represent this company throughout the duration of the request for proposal.
- 3) Maintain the confidentiality of the data exchanged by the Requester and the company within the scope of the request for proposal.
- 4) Specify the rules governing the request for proposal, which feature in Annex 1 "General Rules of the Request for Proposal".

1. Designation of the company taking part in the request for proposal

The company identified below will take part in the request for proposal and will be required to comply with the terms and conditions of this Preliminary Agreement, including those specified in Annex 8 "General Rules of the Request for Proposal", throughout the duration of the request for proposal:

Name of the company:	
Corporate form:	
Registered capital:	
Address of the registered office:	
Business Registration number:	

(hereinafter referred to as the "**Bidder**")

In principle, the Bidder will be the company that signs a contract with the Requester in the eventuality that it is selected subsequent to the request for proposal. Should any contract negotiations take place, the Bidder agrees not to put forward any other entities of its group to act as co-contractor instead of said Bidder, unless approved by the Requester.

Please note: in the event that several companies belonging to the Bidder's group are involved in the contract's operational execution, the Bidder, in its role as the signatory of said contract, must be authorised to commit said companies. The Bidder must therefore be able to prove to the Requester that it holds all the necessary authorisations and mandates to represent and commit all the companies that may be involved in the contract's execution.

2. Designation of the Bidder's representatives

a) Tender Manager

The Tender Manager is an employee of the Bidder who is duly authorised to commit the Bidder by signing documents personally. They are the signatory of this Preliminary Agreement. They vouch for the contents of the answers provided on behalf of the Bidder. They are involved in the request for proposal process, particularly in the event that an unresolved disagreement is escalated.

Name and surname of the Tender Manager:	
Email address:	
Title / Position:	
Address:	
Landline phone number:	
Mobile phone number:	
Fax:	

b) Tender Contact

The Tender Contact is an employee of the Bidder who acts as the Requester's point of contact during the request for proposal. They are the only representative of the Bidder who is authorised to submit a proposal. They are supervised by the Tender Manager.

Name and surname of the Tender Contact:	
Email address:	
Title / Position:	
Address:	
Landline phone number:	
Mobile phone number:	
Fax:	

3. Confidentiality of the data exchanged within the scope of the Request for Proposal

Each of the parties agrees to strictly maintain the confidentiality of the Confidential Information communicated to them within the scope of the request for proposal and to take any measures necessary to protect it and prevent unauthorised disclosure of said Confidential Information or unauthorised access to the latter.

The parties agree that the following will be considered as Confidential Information, regardless of the medium or the form of communication used (hereinafter "**Confidential Information**"):

- Any information, personal data, archives, documents and data regarding the activities of the Requester and other entities of the BNP Paribas Group, their employees and their customers.
- Any information, analysis, study or other document, regardless of their form, indicating the existence or the content of discussions between the parties relating to the request for proposal.
- The methodologies, products, tools, software, equipment, industrial models and data of the Bidder, as well as any updates, modifications or additions made to them.
- Any other information identified by the Bidder as confidential (e.g., development plans, roadmaps, etc.).
- Any information relating to the B-to-B or B-to-C customers, leads and business relations of the Requester and the other entities of the BNP Paribas Group, as well as accounts, products, files and internal documents.
- Information regarding the lines of business of the Requester and the other entities of the BNP Paribas Group, as well as their functional and technical projects, even those not expressly related to the request for proposal.
- Information regarding the management processes, the sales campaigns and the administrative, financial and marketing activities of the parties, even if they are not expressly related to the request for proposal.
- The contents of the request for proposal's Specifications.
- The proposal submitted by the Bidder within the scope of the request for proposal and all related documents and data.

The parties are not required to comply with these confidentiality requirements when:

- The parties can prove that they were in possession of the Confidential Information prior to the date on which this Preliminary Agreement was signed.
- Either of the parties can prove that this Confidential Information is the result of activities conducted for its own purposes or on behalf of an independent and trusted third party.
- The Confidential Information was in the public domain on the date it was communicated.
- The Confidential Information is accessible to the public in publications or through any other form of communication, unless this is the result of an error or negligence by the party that received the information.
- The party receiving the information can prove that it was or can be communicated to them by a third party without there being a violation of a confidentiality agreement.

The parties can disclose Confidential Information when required by law. However, in such cases, they must first inform the other party to enable the latter to take any legal measures at its disposal in order to protect this information.

The parties agree that the Requester may supply the Bidder's Confidential Information to other entities of the BNP Paribas Group when this is necessary for the purposes of the request for proposal. In such cases, the Bidder will grant the Requester the non-exclusive right to use and reproduce the Bidder's Confidential Information and disclose the latter to the entities of the BNP Paribas Group for the internal requirements of the entities of the BNP Paribas Group. It will do so free of charge and for duration of five (5) years as of the date on which the Bidder receives this Preliminary Agreement signed by the Requester.

Given the sensitivity of some of the Confidential Information it may receive from the Requester within the scope of the request for proposal, the Bidder agrees in particular to:

- Restrict access to this Confidential Information to Authorised Persons only and solely for the purpose of responding to the request for proposal, while also guaranteeing its employees' compliance with these obligations. "**Authorised Persons**" should be understood to mean those employees of the Bidder who need to be aware of this information for the purposes of the request for proposal, as well as any natural or legal persons authorised by the Requester in accordance with the procedure below.
- Ensure that all Authorised Persons are committed to fulfilling the confidentiality requirements contained in this Preliminary Agreement.
- Promptly inform the Requester if it becomes aware that an individual has misappropriated or misused this Confidential Information.

In the event that the Bidder wishes a natural or legal person to be granted Authorised Person status, to allow them to access the Confidential Information, the Bidder agrees first to i) obtain the written consent of the Requester and ii) have said person enter into a confidentiality agreement that offers at least as much protection to the Requester as the confidentiality clauses of this Preliminary Agreement.

Generally speaking, each party shall refrain from using the Confidential Information in any way that may prejudice the other party, its activities, its reputation or its competitiveness.

4. Duration, restitution and/or destruction of the documents and data received

Each party agrees to comply with the confidentiality requirements specified by this Preliminary Agreement for a period of five (5) years as of the date on which the Bidder receives this Preliminary Agreement signed by the Requester.

Upon first request from the Requester, the Bidder must return all originals, copies, reproductions and other material containing Confidential Information that have been provided to them by the Requester for the purposes of the request for proposal.

Should either party fail to comply with the terms of this Article, the other party may terminate the discussions held in relation to the request for proposal as of right and without notice, without it being possible to consider this termination abrupt, improper or unfair.

5. General Rules of the Request for Proposal:

General Rules of the Request for Proposal – Annex 8 as an integral part of this Preliminary Agreement contains the rules applicable to the Requester and the Bidder throughout the duration of the request for proposal.

By signing this Preliminary Agreement, the Bidder acknowledges that it has read these rules and agrees to comply with the rules applicable to it throughout the duration of the request for proposal.

6. Applicable law and attribution of jurisdiction

This Preliminary Agreement is subject to Republic of Kosova law.

Should the parties be unable to resolve any dispute relating to this Preliminary Agreement, and which cannot be resolved by negotiations between the parties shall be settled by the competent court of the Republic of Kosova.

Drafted in Prishtina,

TEB Sh.A.

Head of Facilities and Procurement Department

Date: 21 July 2017

I the undersigned, _____ (Name of the Tender Manager), am duly authorised to represent and commit my company **and I accept all the terms and conditions contained in this Preliminary Agreement, including in Annex 8 ("General Rules of the Request for Proposal"), throughout the duration of the request for proposal.**

Company: _____

Authorised signature

Name and Position

Date Company stamp