

# AVALDUS ENAMPAKKUMISEL OSALEMISEKS

## APPLICATION FOR PARTICIPATION IN THE PUBLIC AUCTION

Aktsiaseltsi Teede Tehnokeskus (registrikood 10701123) aktsiate avalik enampakkumine

Public auction for shares of Aktsiaselts Teede Tehnokeskus (registry code 10701123)

### A. OSALEMISOOV

#### DECLARATION OF PARTICIPATION

Käesolevaga avaldab allkirjutanu soovi osaleda Aktsiaseltsi Teede Tehnokeskus (registrikood 10701123) kõigi 10 554 aktsia nimiväärtusega 100 eurot avalikul kirjalikul enampakkumisel.

The undersigned hereby declares its wish to participate in the public written auction for all 10,554 shares with a nominal value of EUR 100 each of Aktsiaselts Teede Tehnokeskus (registry code 10701123).

Käesolevaga võtab allkirjutanu käesolevale avaldusele lisas 1 lisatud konfidentsiaalsuskohustuse (inglise keeles). The undersigned hereby accepts and is bound by the confidentiality obligation (in English) attached to this statement in Appendix 1.

### B. OSALEJA ANDMED

#### APPLICANT INFORMATION

**Osaleja nimi**

Name of the Applicant

**Isiku- või registrikood**

Personal or registry code

**Kontaktaadress**

Contact address

**Kontakttelefon**

Contact phone number

**E-posti aadress**

E-mail address

**Osaleja esindaja nimi**

Name of the representative

**Esindusõiguse õiguslik alus**

Legal basis for the representative's authority

### C. TAGASTUSKONTO ANDMED (välisriigi pank)

#### RETURN ACCOUNT DETAILS (foreign bank only)

**SWIFT kood**

SWIFT code

**Panga nimetus**

Bank name

**Konto omaniku nimi**

Account holder name

**Kontonumber / IBAN**

Account number / IBAN

Märkus: Täita ainult juhul, kui osavõtutasu tasuti välisriigi pangast. / Note: Fill in only if the participation fee was paid from a foreign bank.

## D. AVALDUSE LISAD

### ANNEXES TO THE APPLICATION

Avaldusele on lisatud järgmised dokumendid (märkida X):

*The following documents are annexed to the application (mark X):*

<input type="checkbox"/>	<b>Nõuetekohaselt täidetud ja allkirjastatud AML ankeet</b> <i>Duly completed and signed AML questionnaire</i>
<input type="checkbox"/>	<b>Osavõtutasu tasumise maksekorralduse koopia</b> <i>Copy of the participation fee payment order</i>
<input type="checkbox"/>	<b>Esindusõigust tõendav volikiri (kui esindusõigus ei nähtu Eesti äriregistrist)</b> <i>Power of attorney proving the representative's authority (if not apparent from the Estonian Commercial Register)</i>
<input type="checkbox"/>	<b>Volikirja allkirjastanud isiku esindusõigust tõendavad dokumendid (kui ei nähtu Eesti äriregistrist)</b> <i>Documents proving the authority of the person who signed the power of attorney (if not apparent from the Estonian Commercial Register)</i>
<input type="checkbox"/>	<b>Muu / Other:</b> _____

*Märkus: Välismaised dokumendid tuleb nõuetekohaselt varustada apostilliga või legaliseerida, v.a. kui vastavate rahvusvaheliste kokkulepetega on sätestatud teisiti. / Note: Foreign documents must be duly apostilled or legalized unless otherwise provided for in relevant international agreements.*

## E. KUUPÄEV JA ALLKIRI

### DATE AND SIGNATURE

**Kuupäev**

*Date*

**Allkiri**

*Signature*

## LISA 1/ANNEX 1: CONFIDENTIALITY UNDERTAKING

This confidentiality undertaking of the above Applicant is made to **Kliimaministeerium** (Estonian Ministry of Climate), a governmental authority representing the Republic of Estonia, registered office at Suur-Ameerika tn 1, 10122 Tallinn, Estonia, registration number 7000123 (hereinafter referred to as the “Ministry”),

### WHEREAS:

- A. The Ministry owns 100% of the shares, ISIN code: EE3100021213 of Aktsiaselts Teede Tehnokeskus (registry code 10701123, the “**Company**”), a company established and existing under the laws of Estonia, registered office at Väike-Männiku tn 26, 11216, Tallinn, Estonia;
- B. The Ministry is contemplating the sale of its shareholding in the Company and is conducting a public auction for that purpose (the “**Auction**”).
- C. The Potential Investor has expressed its interest in participating in the Auction and acquiring shares of the Company, and would want to investigate and evaluate the Company (the “**Purpose**”).
- D. The Ministry and/or the Company or their advisers may, in conjunction with the Auction, disclose to the Potential Investor, information of any kind whatsoever (including, but not limited to, technical, commercial, economic, business, statistical, marketing, financial, accounting, legal and administrative information) or data (including, but not limited to, software, designs, trade secrets, know-how, intellectual property, customer and supplier details, employee details, new products, business opportunities, forecasts and plans) (the “**Confidential Information**”). Confidential information may be disclosed or made available to the Potential Investor by the Ministry, the Company, any of their Affiliates or their representatives or advisers orally, in writing or in form of data, demonstration, drawing, diagram, design, plan, document, specification, concept, apparatus, model, sample, program, computer program, disk, diskette, tape or in any other tangible or intangible form.
- E. This Undertaking is intended to set out the terms and conditions on which the Ministry and/or the Company provide such Confidential Information to the Potential Investor and how the Potential Investor and its partners, advisers, directors and employees (together “**Representatives**”) shall deal with such Confidential Information.

### NOW, THEREFORE, THE POTENTIAL INVESTOR UNDERTAKES AS FOLLOWS:

1. The Potential Investor shall and shall procure that its Representatives shall keep all Confidential Information as strictly confidential, and shall not disclose it to third parties without the prior written consent of the Ministry.
2. In this Undertaking, an affiliate (the “**Affiliate**”) shall mean a legal entity (i) directly or indirectly controlling a person, or (ii) under the same direct or indirect ownership or control as a person, or (iii) directly or indirectly owned or controlled by a person.
3. The Potential Investor shall not and shall procure that its Representatives shall not use Confidential Information for any purpose other than the Purpose set forth above in the Recital A.
4. The Potential Investor shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information and business secrets. The Potential Investor shall implement and maintain all such technical and organizational security measures as may be reasonably available (having regard to technical developments at the time) and as are appropriate in the circumstances to protect Confidential Information against unauthorized or unlawful processing, accidental loss, distribution or damage.
5. The Potential Investor shall limit access to the Confidential Information to only those of its Representatives to whom such access is reasonably necessary for carrying out the Purpose. The Potential Investor shall take all necessary steps to ensure that its Representatives observe the obligations of confidentiality and non-disclosure provided in this Undertaking. The Potential

Investor acknowledges and agrees that it shall remain liable for any breach by such Representatives of the obligations set out in this Undertaking.

6. The Potential Investor shall and shall procure that its Representatives shall at their expense, upon receipt of a written request from the Ministry, cease use of the Confidential Information and promptly destroy or return all Confidential Information and all copies thereof, in whatever form they may be.
7. The Ministry may give additional instructions to the Potential Investor regarding the retention and use of Confidential Information.
8. The Potential Investor confirms and accepts that no person gives any warranty or makes any representation as to the accuracy, completeness, feasibility or otherwise of the Confidential Information, save as may subsequently be agreed in the contract of sale. The Potential Investor is aware and expressly agrees that the Ministry and/or the Company will not be liable to the Potential Investor or anyone the Potential Investor discloses the information for the use of, or reliance on, the Confidential Information or any material omission from it. Accordingly, the Potential Investor hereby waives any claims against the Ministry or the Company in relation to any information disclosed to the Potential Investor.
9. The confidentiality obligations set forth in this Undertaking, shall not apply to any Confidential Information which;
  - (a) was generally known to the public at the time of disclosure or later becomes such through no fault of the Potential Investor or its Representatives;
  - (a) was lawfully in the possession of the Potential Investor or its Representatives prior to its receipt from the Ministry free of any restriction as to its use or disclosure, as proven by the written records of the Potential Investor;
  - (b) was lawfully obtained by the Potential Investor from a third party who did not obtain such Confidential Information, directly or indirectly, from the Ministry subject to any confidentiality obligation;
  - (c) was at any time independently developed by the Potential Investor or its Representatives as proven by its written records; or
  - (d) is approved for public release by the Ministry.
10. The Potential Investor may disclose Confidential Information in accordance with a judicial or other governmental order or regulation of a regulatory authority provided that the Potential Investor:
  - (a) If legally permitted, gives the Ministry reasonable written notice prior to such disclosure to allow the Ministry a reasonable opportunity to seek a protective order or otherwise; or
  - (b) uses reasonable endeavours to obtain prior to the disclosures written assurance from the applicable judicial or governmental authority that it will afford the Confidential Information a reasonable level of protection.
11. The Potential Investor shall notify the Ministry immediately of any material circumstances related to the performance of this Undertaking regarding which the Ministry has or might have reasonable interest. The Potential Investor shall in particular notify the Ministry of any incidents or circumstances which have caused disclosure of Confidential Information in contradiction with this Undertaking or which might cause such a risk. If the Potential Investor must, due to (i) legal acts, (ii) a request of a competent state authority or court, or (iii) stock exchange or other regulated securities market rules, disclose Confidential Information to a third party, the Potential Investor shall immediately notify the Ministry thereof in writing and enable the Ministry to take any and all legal actions against such disclosure. Failure to so notify shall constitute a breach of this Undertaking.
12. No license to the Potential Investor hereto, under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the conveying of Confidential Information to the Potential Investor.
13. Neither the Confidential Information nor anything else in this Undertaking will constitute an investment advice nor an offer by or on behalf of the Ministry or the Company, and the Ministry and the Company will be under no obligation:

- (a) to enter into any discussions or to negotiate with the Potential Investor or its representatives or advisers; or
  - (b) to enter into any contract or accept any offer or proposal which may be made by the Potential Investor or on behalf of the Potential Investor.
- 14. Any questions concerning the Confidential Information shall be directed by the Potential Investor exclusively as described in the Auction terms. The Potential Investor agrees not to contact the Company or any of its employees in matters of the Purpose directly without a prior written consent of the Ministry. It is further understood that all (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings and (iv) discussions or questions regarding procedures, shall be submitted as described in the Auction terms. If the Company contacts the Potential Investor directly in matters of the Purpose, the Potential Investor is obliged to notify the Ministry immediately.
- 15. The Potential Investor agrees that unless and until a definitive agreement with respect to the Purpose shall have been executed, the Ministry will not be under any legal obligation of any kind with respect to such a transaction by virtue of this or any written or oral expression with respect to such a transaction.
- 16. Where this Undertaking imposes any obligations on the Representatives of the Potential Investor, such obligation shall be deemed to include an obligation on the Potential Investor to procure that such persons comply with such obligations.
- 17. This Undertaking shall come into effect upon the above application being signed by the Potential Investor. This Undertaking shall however cover all the Confidential Information that has been delivered or made available to the Potential Investor before the signature of this Undertaking.
- 18. The obligations set out in this Undertaking shall remain in full force and effect until the expiry of i) a three-year period from the date hereof or (ii) the entering by the Potential Investor into a definite share purchase agreement, with respect to the Company. Such obligations shall survive the termination or earlier expiration of this Undertaking for any reason.
- 19. All additions and modifications to this Undertaking must be made in writing and must be signed by an authorised representative of the Potential Investor.
- 20. The Potential Investor hereby agrees to be fully responsible for any breach of this Confidentiality Undertaking and shall indemnify the Ministry or any other party involved in the Purpose against all damages, losses and costs arising in connection with any breach by the Potential Investor or its Representatives of its obligations under this Undertaking.
- 21. In addition to any remedies under the applicable law, the Potential Investor recognizes that any breach or violation of any provision of this Undertaking may cause irreparable harm to the Ministry and the Company, which money damages may not necessarily remedy. Therefore, upon actual or impending violation of any provision of this Undertaking, the Potential Investor is obligated to pay immediately liquidated damages (contractual penalty) of one hundred thousand (100,000) Euros to the Ministry regardless of the amount of the damages and in addition to compensate the direct and indirect damages caused by breach or violation of the Potential Investor or any entity or person acting in concert with the Potential Investor.
- 22. It is further understood and agreed that any breach of these undertakings could cause the Ministry and the Company or any of its affiliates irreparable injury and that monetary damages would not be adequate remedy for any such breach. In the event of a breach or threatened breach by the Potential Investor or its Representatives of any provisions of this letter, the Ministry and the Company or any of its subsidiaries and affiliates shall be entitled to seek injunctive relief in any court of competent jurisdiction restraining the Potential Investor from breaching the terms hereof or from disclosing any Confidential Information to any person. Nothing contained herein shall be construed as prohibiting the Ministry or the Company or any of its subsidiaries and affiliates from taking any further actions against the Potential Investor.
- 23. This Undertaking is governed by and construed in accordance with the laws of Estonia excluding the choice of law rules. Any dispute, controversy or claim arising out of or relating to this Undertaking, or the breach, termination or validity thereof, shall be finally settled in Harju County Court, Tallinn Estonia.