

**NACRT PLANA PODELE
NiNet Company d.o.o. Niš / DRAFT SPIN-OFF PLAN
of NiNet Company d.o.o. Niš**

U skladu sa članom 490. stav 1 tačka 1 Zakona o privrednim društvima, direktori privrednog društva **NiNet Company d.o.o. Niš**, sa registrovanim sedištem na adresi Bulevar Nemanjića PC zona 3 L K6 25, Niš, Srbija, matični broj 17499114 ("**Društvo prenosilac**"), dana [**uneti datum**], usvajaju sledeći:

In accordance with Article 490 paragraph 1 item 1 of the Companies Act, the directors of the company **NiNet Company d.o.o. Niš**, with its registered seat at Bulevar Nemanjića PC zona 3 L K6 25, Niš, Serbia, corporate ID no. r 17499114 (the "**Transferring Entity**"), on [**insert date**], adopt the following:

**PLAN PODELE
NiNet Company d.o.o. Niš**

**SPIN-OFF PLAN
of NiNet Company d.o.o. Niš**

UVODNE ODREDBE:

A) Članovi Društva prenosioaca su:

- i. **g. Bratislava Krstića**, JMBG 0211959730017, ("**g. Krstić**") je vlasnik 18% udela u Društvu prenosioacu;
- ii. **g. Gorana Šimbovskog**, JMBG 1903954730062, ("**g. Šimbovski**") je vlasnik 18% udela u Društvu prenosioacu;
- iii. **Nebojše Simića**, JMBG 2905973860046, ("**g. Simić**") je vlasnik 12% udela u Društvu prenosioacu;
- iv. **g. Strahinje Stankovića**, JMBG 1601967730022 ("**g. Stanković**") je vlasnik 12% udela u Društvu prenosioacu; i

RECITALS:

A) The Transferring Entity's shareholders are:

- i. **Mr. Bratislav Krstić**, personal ID no. (JMBG) 0211959730017 ("**Mr Krstić**") holds 18% of the share capital of the Transferring Entity;
- ii. **Mr. Goran Šimbovski**, personal ID no. (JMBG) 1903954730062, ("**Mr Šimbovski**") holds 18% of the share capital of the Transferring Entity;
- iii. **Mr. Nebojša Simić**, personal ID no (JMBG) 2905973860046, ("**Mr Simić**") holds 12% of the share capital of the Transferring Entity;
- iv. **Mr. Strahinja Stanković**, personal ID no. (JMBG) 1601967730022, ("**Mr Stanković**") holds 12% of the share capital of the Transferring Entity; and

- v. **WY Group a.s** sa sedištem na adresi Stará Prievozská 2, 821 09 Bratislava, Slovačka, registrovanim pod brojem. 52486567 ("**WY Group**") je vlasnik 40% udela u Društvu prenosioocu;

(u daljem tekstu zajedno označeni kao: "**Članovi**"; a ponaosob kao: "**Član**").

- B) Članovi su odlučili da prenesu deo imovine, obaveza iz osnovnog kapitala Društva prenosioaca na novoosnovano društvo ("**Društvo sticalac**"), dok će Društvo prenosilac nastaviti da postoji i posluje; i
- C) Članovi, u funkciji skupštine Društva prenosioaca, su propisno usvojili odluku kojom se odobrava statusna promena izdvajanja uz osnivanje i ovaj Plan podele, u skladu sa odredbama Zakona o privrednim društvima.

SADA, PREMA TOME, direktor Društva prenosioaca je usvojio kako sledi:

1. Definicije

Pored pojmova definisanih u drugim odredbama ovog Plana podele, sledeći pojmovi imaju sledeća značenja:

"**Datum bilansa**" podrazumeva 10. novembar 2021. godine;

"**Datum registracije**" podrazumeva datum registracije Izdvajanja i osnivanja Društva sticaoca u Registru privrednih društava;

"**Deobni bilans**" podrazumeva deobni bilans Društva prenosioaca na Datum bilansa;

- v. **WY Group a.s** having its seat at Stará Prievozská 2, 821 09 Bratislava, Slovakia, with corporate / commercial ID no. 52486567 ("**WY Group**") holds 40% of the share capital of the Transferring Entity;

(hereinafter jointly referred to as: "**Shareholders**" and individually as: "**Shareholder**").

- B) The Shareholders decided to transfer part of the Transferring Entity's assets, liabilities and share capital to the newly incorporated (the "**Acquiring Entity**"), while the Transferring Entity will continue to exist and operate;
- C) The Shareholders, in the capacity of the Transferring Entity's shareholders meeting, have duly resolved to approve the corporate reorganization of a spin-off with incorporation and this Spin-off Plan, in accordance with the Companies Act;

NOW, THEREFORE, the director of the Transferring Entity adopted as follows:

1. Definitions

In addition to terms defined elsewhere in this Spin-off Plan, the following terms shall have the following meanings:

"**Accounts Date**" means 10. November 2021;

"**Registration Date**" means a date of registration of the Spin-off and incorporation of the Acquiring Entity in the Companies Register;

"**Division Accounts**" means the division accounts of the Transferring Entity as of the Accounts Date;

"Izdvajanje" ima značenje definisano u članu 2.1;

"Plan podele" podrazumeva ovaj plan podele uključujući sve njegove priloge;

"Preneto poslovanje" ima značenje dato članom 3.1;

"Registar privrednih društava" podrazumeva Registar privrednih subjekata pri Agenciji za privredne registre Republike Srbije;

"Zakon o privrednim društvima" podrazumeva Zakon o privrednim društvima (Službeni glasnik RS br. 36/2011, 99/2011, 83/2014, 5/2015, 44/2018, 95/2018 i 91/2019);

2. Izdvajanje uz osnivanje

2.1 Predmet ovog Plana podele je statusna promena izdvajanja uz osnivanje koja nastaje prenosom dela imovine i obaveza Društva prenosioca na Društvo sticaoca, koje se izdvaja iz Društva prenosioca i istovremeno osniva, uz smanjenje osnovnog kapitala Društva prenosioca za iznos koji predstavlja osnovni kapital novoosnovanog Društva sticaoca ("**Izdvajanje**").

"Spin-off" has the meaning given under Clause 2.1;

"Spin-off Plan" means this Spin-off Plan including its schedules;

"Transferred Business" has the meaning given under Clause 3.1;

"Companies Register" means the Register of Business Organizations held with the Serbian Business Registers Agency;

"Companies Act" means the Companies Act (Official Gazette of RS no. 36/2011, 99/2011, 83/2014, 5/2015, 44/2018, 95/2018 and 91/2019);

2. Spin-off followed by incorporation

2.1 The subject matter of this Spin-off Plan is the corporate reorganization of a spin-off through a transfer of the part of the assets and liabilities of the Transferring Entity to the Acquiring Entity, which is spun-off from the Transferring Entity and simultaneously incorporated, followed by the decrease of the Transferring Entity's registered share capital for the amount representing the registered capital of the newly incorporated Acquiring Entity (the "**Spin-off**").

2.2 Svrha statusne promene izdvajanja uz osnivanje je ostvarenje preduslova za efikasnije poslovanje različitih oblasti obavljanja delatnosti Društva prenosioca, tako što će se deo zaposlenih, imovine i obaveza Društva prenosioca izdvojiti u Društvo sticaoca, koja će nastati izdvajanjem i koje će prenetom imovinom obavljati poslovnu delatnost.

3. Preneto poslovanje

3.1 Društvo prenosilac prenosi na Društvo sticaoca imovinu koja je navedena u ovom članu 3 Plana podele zajedno sa pripadajućim pravima, potraživanjima i obavezama, a Društvo sticalac preuzima od Društva prenosioca zaposlene koji su navedeni u ovom članu 3 (zajedno kao "**Preneto poslovanje**"), u svakom slučaju prema njihovoj knjigovodstvenoj vrednosti na Datum prenosa.

3.2 Knjigovodstvena vrednost imovine i obaveza u okviru Prenetog poslovanja prikazana je u Deobnom bilansu na Datum bilansa koji je priložen ovde kao Prilog 3.2 (*Deobni bilans*).

3.3 Društvo prenosilac prenosi na Društvo sticaoca:

3.3.1 osnovna sredstva navedena u Prilogu 3.3.1 (Preneta osnovna sredstva);

3.3.2 nematerijalnu imovinu navedenu u Prilogu 3.3.2 (Preneta nematerijalna imovina);

2.2 The purpose of the status change spin-off by means of new formation is to set prerequisites for more efficient performing of the business operations of different matters of the performed activities of the Transferring company, by transferring a part of employees, assets and liabilities of the Transferring company to the Acquiring company, which shall be incorporated by means of spin off and which shall perform its business activity with the assets transferred.

3. Transferred Business

3.1 The Transferring Entity transfers to the Acquiring Entity the assets and specified in Clause 3 of the Spin-off Plan, including the rights, claims and liabilities related to these assets, and the Acquiring Entity adopts from Transferring Entity employees specified in Clause 3 of the Spin-off Plan (together as the "**Transferred Business**"), in each case at their book value as of the Date of Transfer.

3.2 The book values of the assets and liabilities within the Transferred Business as of the Accounts Date are set forth in the Division Accounts enclosed as Schedule 3.2 (*Division Accounts*).

3.3 The Transferring Entity transfers to the Acquiring Entity:

3.3.1 fixed assets listed in Schedule 3.3.1 (Transferred Fixed Assets);

3.3.2 intangible assets listed in Schedule 3.3.2 (Transferred Intangible Assets);

3.3.3	sva prava i obaveze iz Ugovora sa dobavljačima navedenim u Prilogu 3.3.3 (Ugovori sa dobavljačima);	3.3.3	all rights and obligations under the Vendor Agreements listed in Schedule 3.3.3 (Vendor Agreements);
3.3.4	sva prava i obaveze iz Ugovora sa klijentima navedenim u Prilogu 3.3.4 (Ugovori sa klijentima);	3.3.4	all rights and obligations under the Customer Agreements listed in Schedule 3.3.4 (Customer Agreements):
3.3.5	sva prava i obaveze iz Ugovora o zajmu u iznosu od EUR 15,000 zaključenog 12. jula 2021. godine između Društva prenosioca kao zajmoprimca i WY Group kao zajmodavca; i	3.3.5	all rights and obligations under the EUR 15,000 Loan Agreement entered on 12 July 2021 between the Transferring Entity as the borrower and the WY Group as the lender; and
3.3.6	sva prava i obaveze iz Ugovora o sticanju web hosting i povezanih aktivnosti Eutelnet d.o.o. Beograd-Novu Beograd zaključenog 8. septembra 2021. godine između Društva prenosioca kao kupca i Eutelnet d.o.o. Beograd-Novu Beograd kao prodavca.	3.3.6	all rights and obligations under the Agreement on acquisition of web hosting and related operations of Eutelnet d.o.o. Beograd-Novu Beograd entered on 8 September 2021 between the Transferring Entity as the purchaser and Eutelnet d.o.o. Beograd-Novu Beograd the seller.
3.4	Društvo sticalac preuzima od Društva prenosioca sledeće zaposlene navedene u Prilogu 3.4 (Preneti zaposleni).	3.4	The Acquiring Entity takes to the Transferring Entity the employees listed in the Schedule 3.4 (Transferred Employees).
3.5	Domen "ninet.rs" će ostati u svojini Društva prenosioca, dok će isti biti u zajedničkoj upotrebi Društva sticaoca i Društva prenosioca (bez naknada) u period od 18 meseci nakon Datuma registracije. Uslovi zajedničke upotrebe domena "ninet.rs" biće utvrđeni posebnim sporazumom između Društva sticaoca i Društva prenosioca.	3.5	Domain "ninet.rs" will remain the property of the Transferring Entity, while it will be co-used by the Acquiring Entity and the Transferring Entity (free of charge) for a period of 18 months following the Registration Date. Terms of the co-use of the domain "ninet.rs" will be set under a separate agreement between Acquiring Entity and the Transferring Entity.
4.	Ugovori sa trećim licima	4.	Third Party Contracts

4.1 Svi ugovori koje je Društvo prenosilac zaključio sa trećim licima, zaposleni kao i ostala imovina u okviru Prenetog poslovanja, uključujući sva prava, potraživanja i obaveze iz ili u vezi sa prenetim ugovorima, se automatski prenose na Društvo sticaoca na Datum registracije.

4.2 Društvo prenosilac će obavestiti sva treća lica (i pribaviti njihovu saglasnost ukoliko je potrebna) da se njihovi ugovori koji su zaključeni sa Društvom prenosiocem u vezi sa Prenetim poslovanjem prenose na Društvo sticaoca kao posledica Izdvajanja.

5. Poslovna imena i sedišta

5.1 Poslovno ime Društva sticaoca će glasiti: **Webglobe, d.o.o. Niš.**

5.2 Skraćeno poslovno ime Društva sticaoca će glasiti: **Webglobe, d.o.o..**

5.3 Sedište Društva sticaoca će biti: **Bulevar Nemanjića PC zona 3 L K4 25, Niš, Srbija.**

5.4 Poslovno ime i sedište Društva prenosioca ostaju nepromenjeni.

6. Osnovni kapital

6.1 Društvo prenosilac ima upisani osnovni kapital u iznosu od 10.520.639 RSD, koji se sastoji isključivo iz novčanog uloga koji je u potpunosti uplaćen. Članovi su vlasnici celokupnog udela u osnovnom kapitalu Društva prenosioca.

4.1 All contracts that the Transferring Entity concluded with third parties, employees as well as other assets within the Transferred Business, including all rights, claims, and liabilities under or in connection with transferred contracts automatically transfer to the Acquiring Entity at the Registration Date.

4.2 The Transferring Entity will notify all third parties (and obtain their consents if required) that their contracts with the Transferring Entity regarding the Transferred Business will be transferred to the Acquiring Entity as a result of the Spin-off.

5. Corporate names and seats

5.1 The Acquiring Entity will have the following corporate name: **Webglobe, d.o.o. Niš.**

5.2 The Acquiring Entity will have the following abbreviated corporate name: **Webglobe, d.o.o.**

5.3 The Acquiring Entity will have the following corporate seat: **Bulevar Nemanjića PC zona 3 L K4 25, Niš, Serbia.**

5.4 Corporate name and seat of the Transferring Entity will remain unchanged.

6. Share Capital

6.1 The Transferring Entity has a registered share capital of RSD 10.520.639 consisting solely of a cash contribution, which has been fully paid-in. The Shareholders own the entire share in the share capital of the Transferring Entity.

6.2	Kao posledica Izdvajanja, osnovni kapital Društva prenosioca se smanjuje za iznos nominalno jednak iznosu osnovnom kapitalu Društva sticaoca.	6.2	As a result of the Spin-off, the registered share capital of the Transferring Entity shall decrease in the amount equal to the registered share capital of the Acquiring Entity.
6.3	Osnovni kapital Društva prenosioca se smanjuje za iznos od 4.208.255,60 RSD, tako da osnovni kapital Društva prenosioca nakon smanjenja iznosi:	6.3	The registered share capital of the Transferring Entity decreases in the amount of RSD 4,208,255.60, so that the registered share capital of the Transferring Entity after decrease amounts to:
a)	Upisani osnovni kapital	a)	Subscribed share capital
•	6.312.383,40 RSD;	•	RSD 6,312,383.40;
b)	Uplaćeni osnovni kapital	b)	Paid-in share capital
•	6.312.383,40 RSD;	•	RSD 6,312,383.40;
6.4	Nakon smanjenja kapitala, registrovani kapital:	6.4	After capital decrease, the share capital of
6.4.1	g. Krstića se smanjuje tako da će g. Krstić biti vlasnik 29% udela u osnovnom kapitalu Društva, koji odgovara: upisanom novčanom osnovnom kapitalu od: 1.830.591,186 RSD; i uplaćenom novčanom osnovnom kapitalu od: 1.830.591,186 RSD;	6.4.1	Mr. Krstić is decreased whereby Mr Krstić will own a 29% share in the share capital of the Company that corresponds to: registered monetary share capital of: RSD 1,830,591.186; and paid-in monetary share capital of: RSD 1,830,591.186;
6.4.2	g. Šimbovskog se smanjuje tako da će g. Šimbovski biti vlasnik 29% udela u osnovnom kapitalu Društva, koji odgovara: upisanom novčanom osnovnom kapitalu od: 1.830.591,186 RSD; i uplaćenom novčanom osnovnom kapitalu od:	6.4.2	Mr Šimbovski is decreased whereby Mr Šimbovski will own a 29% share in the share capital of the Company that corresponds to: registered monetary share capital of: RSD 1,830,591.186; and paid-in monetary share capital of:

	1.830.591,186 RSD;		RSD 1,830,591.186
6.4.3	<p>g. Simića se smanjuje tako da će g. Simić biti vlasnik 19% udela u osnovnom kapitalu Društva, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>1.199.352,846 RSD; i</p> <p>uplaćenom novčanom osnovnom kapitalu od:</p> <p>1.199.352,846 RSD.</p>	6.4.3	<p>Mr Simić is decreased whereby Mr Simić will own a 19% share in the share capital of the Company that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 1,199,352.846; and</p> <p>paid-in monetary share capital of:</p> <p>RSD 1,199,352.846.</p>
6.4.4	<p>g. Stankovića se smanjuje tako da će g. Stanković biti vlasnik 19% udela u osnovnom kapitalu Društva, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>1.199.352,846 RSD; i</p> <p>uplaćenom novčanom osnovnom kapitalu od:</p> <p>1.199.352,846 RSD.</p>	6.4.4	<p>Mr Stanković is decreased whereby Mr Stanković will own a 19% share in the share capital of the Company that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 1,199,352.846; and</p> <p>paid-in monetary share capital of:</p> <p>RSD 1,199,352.846</p>
6.4.5	<p>WY Group se smanjuje tako da će g. WY Group biti vlasnik 4% udela u osnovnom kapitalu Društva, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>252.495,336 RSD; i</p> <p>uplaćenom novčanom osnovnom kapitalu od:</p> <p>252.495,336 RSD.</p>	6.4.5	<p>WY Group is decreased whereby Mr WY Group will own 4% share in the share capital of the Company that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 252,495.33; and</p> <p>paid-in monetary share capital of:</p> <p>RSD 252,495.33.</p>
6.5	Osnovni kapital novoosnovanog Društva sticaoca iznosi:	6.5	The registered share capital of the newly incorporated Acquiring Entity amounts to:

<p>a) Upisani osnovni kapital</p> <ul style="list-style-type: none"> • 4.208.255,60 RSD; <p>b) Uplaćeni osnovni kapital</p> <ul style="list-style-type: none"> • 4.208.255,60 RSD. 	<p>a) Subscribed share capital</p> <ul style="list-style-type: none"> • RSD 4,208,255.60; <p>b) Paid-in share capital</p> <ul style="list-style-type: none"> • RSD 4,208,255.60.
<p>6.6 Kao posledica Izdvajanja:</p>	<p>6.6 As a result of the Spin-off:</p>
<p>6.6.1 WY Group postaje vlasnik 96% udela u osnovnom kapitalu Društva sticaoca, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>4.039.925,376 RSD; i</p> <p>uplaćenom novčanom osnovnom kapitalu od:</p> <p>4.039.925,376 RSD.</p> <p>što, takođe predstavlja 96% osnovnog kapitala, ekonomskih, glasačkih i članskih prava u Društvu sticaocu;</p>	<p>6.6.1 WY Group becomes the owner of 96% of the share capital of the Acquiring Company, that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 4,039,925.376; and</p> <p>paid-in monetary share capital of:</p> <p>RSD 4,039,925.376;</p> <p>which also represents 96% of the share capital, economic, voting and membership rights. in the Acquiring Company;</p>
<p>6.6.2 g. Krstić postaje vlasnik 1% udela u osnovnom kapitalu Društva sticaoca, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>42.082,556 RSD; i</p> <p>uplaćenom novčanom osnovnom kapitalu od:</p> <p>42.082,556 RSD.</p> <p>što, takođe predstavlja 1% osnovnog kapitala, ekonomskih, glasačkih i članskih prava u Društvu sticaocu;</p>	<p>6.6.2 Mr Krstić becomes the owner of 1% of the share capital of the Acquiring Company, that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 42,082.556; and</p> <p>paid-in monetary share capital of:</p> <p>RSD 42,082.556;</p> <p>which also represents 1% of the share capital, economic, voting and membership rights. in the Acquiring Company;</p>

6.6.3	<p>g. Šimbovski postaje vlasnik 1% udela u osnovnom kapitalu Društva sticaoca, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>42.082,556 RSD; i</p> <p>uplaćenom novčanom osnovnom kapitalu od:</p> <p>42.082,556 RSD.</p> <p>što, takođe predstavlja 1% osnovnog kapitala, ekonomskih, glasačkih i članskih prava u Društvu sticaocu;</p>	6.6.3	<p>Mr Šimbovski becomes the owner of 1% of the share capital of the Acquiring Company, that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 42,082.556; and</p> <p>paid-in monetary share capital of:</p> <p>RSD 42,082.556;</p> <p>which also represents 1% of the share capital, economic, voting and membership rights. in the Acquiring Company;</p>
6.6.4	<p>g. Simić postaje vlasnik 1% udela u osnovnom kapitalu Društva sticaoca, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>42.082,556 RSD; i</p> <p>uplaćenom novčanom osnovnom kapitalu od:</p> <p>42.082,556 RSD.</p> <p>što, takođe predstavlja 1% osnovnog kapitala, ekonomskih, glasačkih i članskih prava u Društvu sticaocu;</p>	6.6.4	<p>Mr Simić becomes the owner of 1% of the share capital of the Acquiring Company, that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 42,082.556; and</p> <p>paid-in monetary share capital of:</p> <p>RSD 42,082.556;</p> <p>which also represents 1% of the share capital, economic, voting and membership rights. in the Acquiring Company;</p>
6.6.5	<p>g. Stanković postaje vlasnik 1% udela u osnovnom kapitalu Društva sticaoca, koji odgovara:</p> <p>upisanom novčanom osnovnom kapitalu od:</p> <p>42.082,556 RSD; i</p>	6.6.5	<p>Mr Stanković becomes the owner of 1% of the share capital of the Acquiring Company, that corresponds to:</p> <p>registered monetary share capital of:</p> <p>RSD 42,082.556; and</p>

<p>uplaćenom novčanom osnovnom kapitalu od:</p>	<p>paid-in monetary share capital of:</p>
<p>42.082,556 RSD.</p>	<p>RSD 42,082.556;</p>
<p>što, takođe predstavlja 1% osnovnog kapitala, ekonomskih, glasačkih i članskih prava u Društvu sticaocu;</p>	<p>which also represents 1% of the share capital, economic, voting and membership rights. in the Acquiring Company;</p>
<p>6.7 Članovi imaju pravo na isplatu dobiti Društva sticaoca u skladu sa Zakonom o privrednim društvima i ostalim primenjivim zakonima, počev od Datuma registracije.</p>	<p>6.7 The Shareholders are entitled to the dividend of the Acquiring Entity in accordance with the Companies Act and applicable laws, starting from the Registration Date.</p>
<p>7. Datum prenosa i računovodstveno evidentiranje</p>	<p>7. Date of Transfer and Reporting</p>
<p>7.1 Datum od kada se transakcije Društva prenosioca u vezi sa Prenetim poslovanjem smatraju, u računovodstvene svrhe, transakcijama obavljenim u ime Društva sticaoca je 31. decembar 2021. godine ("Datum prenosa").</p>	<p>7.1 The date from which the transactions of the Transferring Entity regarding the Transferred Business are considered as the transactions of the Acquiring Entity, for accounting purposes, is 31 December 2021 ("Date of Transfer").</p>
<p>7.2 Sve transakcije Društva prenosioca u vezi sa Prenetim poslovanjem koje su učinjene do Datuma prenosa (uključujući i taj datum) biće zavedene u poslovne knjige i evidencije Društva prenosioca. Sve transakcije u vezi sa Prenetim poslovanjem učinjene od strane Društva prenosioca nakon Datuma prenosa će se smatrati, u računovodstvenom smislu, kao transakcije učinjene za račun i u ime Društva sticaoca i biće zavedene u poslovnim knjigama i evidencijama Društva sticaoca.</p>	<p>7.2 All transactions of the Transferring Entity regarding the Transferred Business made until the Date of Transfer (including such date) will be recorded in the books and records of the Transferring Entity. Any transactions regarding the Transferred Business made by the Transferring Entity as from the Date of Transfer will be deemed, for the accounting purposes, as transactions made for the account and on behalf of the Acquiring Entity and will be recorded in the books and records of the Acquiring Entity.</p>
<p>8. Direktori</p>	<p>8. Directors</p>

Direktori Društva prenosioca neće steći pravo na bonus, drugu korist ili pravo kao posledica Izdvajanja ili u vezi sa Izdvajanjem.

Directors of the Transferring Entity shall not be entitled to any bonuses, other benefits or rights as a result or in connection with the Spin-off.

9. Objavljivanje i obaveštenja

9. Announcements and Notifications

9.1 Plana Podela Društvo prenosilac dostavlja Registru privrednih subjekata radi objavljivanja na internet stranici tog registra najkasnije 60 pre dana održavanja sednice skupštine na kojoj se donosi odluka o statusnoj promeni.

9.1 Spin-off Plan serve on the Companies Register for the purpose of publication on the internet page of that register not later than 60 days prior the day of the general meeting of the Transferring company which the decision on status change shall be adopted.

9.2 Članovi su imali pristup nacrtu ovom Planu podela i drugim dokumentima u vezi sa Izdvajanjem u sedištu Društva prenosioca kao što je propisano članom 496, stav 1 Zakona o privrednim društvima.

9.2 The Shareholders had access to the draft of this Spin-off Plan and other documents relating to the Spin-off as required by Article 496, paragraph 1 of the Companies Act, at the seat of the Transferring Entity.

9.3 Društvo prenosilac je uredno obavestilo sve značajne poverioce o nameravanom Izdvajanju. Za potrebe ovog člana, pojam "značajni poverilac" je svaki poverilac koji je na datum objavljivanja Plana podela, kako je predviđeno članom 9.1 iznad, imao potraživanje prema Društvu prenosiocu u iznosu koji je jednak ili veći od 2.000.000,00 RSD (ili u iznosu iskazanom u stranoj valuti obračunatom po srednjem kursu Narodne banke Srbije objavljenom na datum objavljivanja Izdvajanja).

9.3 Transferring Entity has duly notified each of its material creditors of the contemplated Spin-off. For the purposes of this Clause, a "material creditor" is each creditor that on the first date of the announcement of the Spin-off, as provided in Clause 9.1 above, had receivables against the Transferring Entity of RSD 2,000,000.00 (or in equivalent amount in foreign currency, calculated at the mid-exchange rate published by the National Bank of Serbia on the Spin-off announcement date) or more.

10. Osnivački akt

10. Articles of Association

10.1 Članovi će istovremeno sa usvajanjem ovog Plana podele propisno usvojiti (i) izmene i dopune osnivačkog akta Društva prenosioca, kao društva koje nastavlja da postoji nakon Izdvajanja, (ii) novi osnivački akt Društva sticaoca, kao društva koje se osniva kao posledica Izdvajanja i (iii) odluku o smanjenju kapitala Društva prenosioca.

10.2 Nacrt izmena i dopuna osnivačkog akta Društva prenosioca i novog osnivačkog akt Društva sticaoca su priloženi ovde kao Prilog 10.2a i Prilog 10.2b.

11. Odricanja od obaveza sačinjavanja finansijskih izveštaja i sprovođenja revizije

11.1 U skladu sa članom 490, stav 4, 5 i 6 Zakona o privrednim društvima, Član je propisno odlučio da se sledeća dokumenta neće pripremati za potrebe Izdvajanja:

11.1.1 finansijski izveštaji, koji su inače potrebni u skladu sa članom 490, stav 1, tačka 2 Zakona o privrednim društvima;

11.1.2 izveštaj revizora o sprovedenom Izdvajanju, koji je inače potreban u skladu sa članom 490, stav 1, tačka 3 Zakona o privrednim društvima; i

11.1.3 izveštaj direktora o Izdvajanju, koji je inače potreban u skladu sa članom 490, stav 1, tačka 4 Zakona o privrednim društvima.

12. Registracija

10.1 Simultaneously with the adoption of this Spin-off Plan, the Shareholders will dully adopt the (i) amendments to the articles of association of the Transferring Entity, as a company which continues to exist after the Spin-off, (ii) new articles of association of the Acquiring Company, as a company which is incorporate as a result of the Spin-off and (iii) decision on decrease of share capital of the Transferring Entity.

10.2 The draft amendments to the articles of association of the Transferring Entity and the new articles of association of the Acquiring Entity are attached herein as Schedule 10.2a and Schedule 10.2b.

11. Waiver of Financial Statements and Audit Requirement

11.1 In accordance with Article 490, paragraphs 4, 5 and 6 of the Companies Act, the Shareholder dully resolved that the following is not prepared for the purposes of the Spin-off:

11.1.1 the financial statements otherwise required under Article 490 paragraph 1 item 2 of the Companies Act;

11.1.2 the audit report on the performed Spin-off otherwise required under Article 490 paragraph 1 item 3 of the Companies Act; and

11.1.3 the director's reports on the Spin-off otherwise required under Article 490, paragraph 1 item 4 of the Companies Act.

12. Registrations

12.1 Društvo prenosilac će uredno potpisati i podneti Registru privrednih društava kompletnu registracionu prijavu za registraciju Izdvajanja i smanjenje osnovnog kapitala Društva prenosioca.

12.2 Članovi će uredno potpisati i podneti Registru privrednih društava kompletnu registracionu prijavu za osnivanje Društva sticaoca.

13. Podnošenje prijave i porezi

Društvo prenosilac će blagovremeno pripremiti, potpisati i dostaviti nadležnim organima (i) sve finansijske izveštaje i (ii) sve poreske prijave, koje su potrebne u skladu sa Zakonom o računovodstvu i Zakonom o porezu na dobit pravnih lica u vezi sa Izdvajanjem.

14. Troškovi

Sve troškove u vezi sa pripremom, potpisivanjem, i sprovođenjem ovog Plana podele i Izdvajanja snosiće Društvo prenosilac.

15. Merodavno pravo i nadležnost

15.1 Na ovaj Plan podele i sva prava i obaveze koja proizilaze iz ili su u vezi sa ovim Planom podele će biti regulisani i tumačeni u skladu sa materijalnim pravom Republike Srbije.

15.2 Svaki spor iz ovog Plana podele u vezi sa ovim Planom podele biće konačno rešen od strane nadležnog suda u Beogradu.

16. Ostale odredbe

12.1 The Transferring Entity shall duly sign and submit to the Companies Register the complete applications to register the Spin-off and decrease of the share capital of the Transferring Entity.

12.2 The Shareholders shall duly sign and submit to the Companies Register a complete application to register incorporation of the Acquiring Entity.

13. Financial Reporting and Taxes

The Transferring Entity shall timely prepare, sign and deliver to the competent authorities (i) all financial reports and (ii) tax returns, it is required under the Serbian Accounting Act and Corporate Income Tax Act in connection with the Spin-off.

14. Costs

All costs and expenses in relation to the preparation, execution, and implementation of this Spin-off Plan and the Spin-off shall be borne by the Transferring Entity.

15. Governing Law and Jurisdiction

15.1 This Spin-off Plan and all rights and obligations arising out of or in connection with this Spin-off Plan shall be governed by and construed in accordance with substantive laws of Serbia.

15.2 All disputes arising out of or in connection with this Spin-off Plan is finally resolved by the competent court in Belgrade.

16. Miscellaneous

16.1 Ovaj Plan podele stupa na snagu danom donošenja odluke Člana kojom se odobrava ovaj Plan podele.

16.2 Ovaj Plan podele može biti izmenjen isključivo pisanom ispravom koja je sastavljena u zakonski propisanoj formi i odobrena od strane Članova.

16.3 Ovaj Plan podele je sačinjen na srpskom i na engleskom jeziku u bilo kom broju primerka. U slučaju bilo kakvog odstupanja između ova dve verzije, merodavna je verzija na srpskom jeziku.

16.1 This Spin-off Plan shall enter into force on the day of the resolution of the Shareholder on approval of this Spin-off Plan.

16.2 This Spin-off Plan may be amended only by a written document drawn up in the legally prescribed form and approved by the Shareholders.

16.3 This Spin-off Plan is made in the Serbian and English language in any number of counterparts. In case of any discrepancy between the Serbian and English versions of this Spin-off Plan, the Serbian version shall prevail.

Niš, dana [uneti datum]

Niš, on this [insert date].

Bratislav Krstić
direktor / director

Igor Strečko
direktor/director

Prilog 3.2 / Schedule 3.2
Deobni bilans / Division Accounts

Bruto bilans

Preduzeće: NiNet Company d.o.o. Niš

Sedište: Bulevar Nemanjica 25,Zona3,K6, 18000
Niš

PIB: 102876366

Za period: 01.01.2021-01.11.2021

Datum ispisa: 01.11.2021 20:31:02

Konto	Opis		NiNet pre deobe	NiNet posle deobe	Web Globe
014	NEMATERIJALNA ULAGANJA		4.609.382,76	4.609.382,76	
019	ISPRAVKA VREDNOSTI NEMATERIJALNE IMOVINE		-4.609.382,76	-4.609.382,76	
022	GRAĐEVINSKI OBJEKTI		3.736.677,00	3.736.677,00	
0231	POSTROJENJA I OPREMA		44.632.032,30	35.340.440,21	9.291.592,09
0294	ISPRAVKA VREDNOSTI NEKRETNINA POSTROJENJA I OPREME		-25.911.230,02	-22.622.831,82	-3.288.398,20
klasa 0			22.457.479,28	16.454.285,29	6.003.193,99

Konto	Opis		NiNet pre deobe	NiNet posle deobe	Web Globe
103	Alat i inventar		5.118.201,56	5.118.201,56	0,00
109	Ispravka vrednosti zaliha materijala		-4.784.421,36	-4.784.421,36	0,00
132	Roba u prometu na veliko		0,02	0,02	0,00
154	PLAĆENI AVANSI ZA USLUGE U ZEMLJI		238.696,06	238.696,06	0,00
klasa 1			572.476,28	572.476,28	

Konto	Opis		NiNet pre deobe	NiNet posle deobe	Web globe
2040	KUPCI U ZEMLJI		4.105.699,31	3.662.143,46	443.555,85
205	KUPCI U INOSTRANSTVU		6.336,20	6.336,20	
224	Potraživanja po osnovu preplaćenih ostalih poreza i doprinosa		18.403,18	18.403,18	
225	POTRAŽIVANJA ZA NAKNADE ZARADA KOJE SE REFUNDIRAJU		24.438,37	24.438,37	
241	Tekući (poslovni) rae`uni		191.199,78	191.199,78	
2441	Devizni racun		2.326.887,25	563.154,25	1.763.733,00
270	Porez na dodatu vrednost u primljenim fakturama po opštoj stopi (osim plaćenih avansa)		270.145,75	270.145,75	
271	Porez na dodatu vrednost u primljenim fakturama po posebnoj stopi (osim plaćenih avansa)		317,56	317,56	
276	Porez na dodatu vrednost obrae`unat na usluge inostranih lica		16.780,31	16.780,31	

282	Razgranie`eni troškovi po osnovu obaveza		44.613,85	0,00	44.613,85	
			7.004.821,56		4.797.532,71	2.207.288,85

NAPOMENA: Za iznos na deviznom racunu od 15.000,00 € potreban je ugovor o pozajmici sa WebGlobe kako bi se kod NBS promenio rezident-duznik.

Dužnik nije vise NiNet, vec WebGlobe. Kurs € je na dan 01.11.2021 I iznosi 117,5822 RSD

Konto	Opis		NiNet pre deobe	NiNet posle deobe	Web globe
3010	Udeli društava sa ogranie`enom odgovornošću		10.520.639,00	6.312.383,40	4.208.255,60
3400	Neraspoređeni dobitak ranijih godina		5.171.854,82	2.933.360,58	2.238.494,24
3410	Neraspoređeni dobitak tekuće godine		5.087.662,02	5.087.662,02	
			20.780.155,84	14.333.406,00	6.446.749,84

Konto	Opis		NiNet pre deobe	NiNet posle deobe	Web Globe
4150	Dugoroēni krediti u inostranstvu		1.763.733,00	0,00	1.763.733,00
416	OBAVEZE PO OSNOVU FINANSIJSKOG LIZINGA		1.509.738,43	1.509.738,43	
419	Ostale dugoroēne obaveze		317.502,72	317.502,72	
420	Kratkoroēni krediti od matie`nih i zavisnih pravnih lica		0,00	0,00	
422	Kratkoroēni krediti u zemlji		0,00	0,00	
429	Ostale kratkoroēne finansijske obaveze		963.855,44	963.855,44	
430	Primljeni avansi, depoziti i kaucije		59.705,50	59.705,50	
435	DOBAVLJAČI U ZEMLJI		1.790.917,89	1.790.917,89	
436	DOBAVLJAČI U INOSTRANSTVU		13.509,69	13.509,69	
450	Obaveze za neto zarade i naknade zarada, osim naknada zarada koje se refundiraju		-257,61	-257,61	
451	Obaveze za porez na zarade i naknade zarada na teret zaposlenog		0,00	0,00	
452	Obaveze za doprinose na zarade i naknade zarada na teret zaposlenog		0,00	0,00	
453	Obaveze za poreze i doprinose na zarade i naknade zarada na teret poslodavca		0,00	0,00	
454	Obaveze za neto naknade zarada koje se refundiraju		3,45	3,45	
463	Obaveze prema zaposlenima		0,00	0,00	
465	Obaveze prema fizie`kim licima za naknade po ugovorima		0,00	0,00	
469	Ostale obaveze		-321,91	-321,91	
470	Obaveze za porez na dodatu vrednost po izdatim fakturama po opštoj stopi (osim primljenih avansa)		884.958,64	884.958,64	
472	Obaveze za porez na dodatu vrednost po primljenim avansima po opštoj stopi		0,00	0,00	
479	Obaveze za porez na dodatu vrednost po osnovu razlike obraē`unatog poreza na dodatu vrednost i prethodnog poreza		525,04	525,04	
481	Obaveze za porez iz rezultata		-262.001,50	-262.001,50	
489	Ostale obaveze za poreze, doprinose i druge dažbine		0,00	0,00	
491	Obraē`unati prihodi budućeg perioda		2.212.752,50	2.212.752,50	
Klasa - 4			9.254.621,28	7.490.888,28	1.763.733,00

Prilog 3.3.1 / Schedule 3.3.1
Preneta osnovna sredstva / Transferred Fixed Assets

Inv. broj / Inv, no,	Naziv / Name	Količina / Quantity	Nabavna vrednost / Purchase value	Datum nabave / Supply date	Datum aktiviranja / Archiving date	Šifra / Code	God. stopa am. MRS(%) / Annual amortization rate	Neotpisana vrednost OS pri prenosu podataka / Value not written off while transferred	Datum od kog se obračunava amortizacija /Amortization start date	Otpisana vrednost / Write-off value	Status
1099	SERVERSKA SOBA DODATO	1	12.040,08	10.10.2011	10.10.2011	1061	10 - 30%	1.003,52	31.12.2020	11.036,56	aktivno
1208	HP DL380G6 X5550X2 12GB P410	0	0,00	10.10.2012	10.10.2012	1061	10 - 30%	0,00		0,00	aktivno
1209	HP HARD 300 GB SAS 10K 2.5	0	0,00	10.10.2012	10.10.2012	1061	10 - 30%	0,00		0,00	aktivno
121	CD LG GCR-8525BB 52X	0	0,00	03.03.2006	03.03.2006	1093	10 - 30%	0,00		0,00	aktivno
1211	DODATO SERVERSKA SOBA	1	570.590,10	10.10.2012	10.10.2012	1061	10 - 30%	104.608,06	31.12.2020	465.982,04	aktivno
1224	HP SERVERSKA SOBA ZONA 3-2KOMADA	1	97.464,34	12.12.2012	12.12.2012	1093	10 - 30%	19.493,02	31.12.2020	77.971,32	aktivno
1230	RACK ORMAN	1	30.000,00	01.01.2013	01.01.2013	1061	10 - 30%	6.250,00	31.12.2020	23.750,00	aktivno
1594	SERVERI HP PROILANT SE316M1 2XNEON	0	0,00	10.10.2015	10.10.2015	1061	10 - 30%	0,00		0,00	aktivno
1595	CELICNI NOSACI HP 19 SERVER SE316M1	0	0,00	10.10.2015	10.10.2015	1061	10 - 30%	0,00		0,00	aktivno
1596	SERVER HP PROILANT SE316M1 2XNEON L5520	0	0,00	06.06.2015	06.06.2015	1061	10 - 30%	0,00		0,00	aktivno
1597	HARD DISK HDD UP GRADE 2*300GB	0	0,00	06.06.2015	06.06.2015	1061	10 - 30%	0,00		0,00	aktivno
1598	CELICNI NOSAC HP 19 ZA SERVER SE316M1	0	0,00	06.06.2015	06.06.2015	1061	10 - 30%	0,00		0,00	aktivno
1599	SERVER HP PROLIANT SE316M1 2XEONL5520	0	0,00	12.12.2015	12.12.2015	1061	10 - 30%	0,00		0,00	aktivno
1600	SERVERI HP PROLIANT DL160R062XXEONL5630Q	0	0,00	12.12.2015	12.12.2015	1061	10 - 30%	0,00		0,00	aktivno
1601	CELICNI NOSACI HP 19 ZA SERVERE	0	0,00	12.12.2015	12.12.2015	1061	10 - 30%	0,00		0,00	aktivno
1602	RAM MEMORIJA UPGRADE TO 32GB ZA SERVER	0	0,00	12.12.2015	12.12.2015	1061	10 - 30%	0,00		0,00	aktivno
1603	KOVI HP 300 GB 6G DUAL PORT 10K SAS 2.5	0	0,00	12.12.2015	12.12.2015	1061	10 - 30%	0,00		0,00	aktivno
1624	SERVER ART 106052 HP PROLIANT SE316M1	0	0,00	01.01.2016	01.01.2016	1061	10 - 30%	0,00		0,00	aktivno
1625	SERVER ART 106052 HP PROLIANT QOUD CORE	0	0,00	01.01.2016	01.01.2016	1061	10 - 30%	0,00		0,00	aktivno
1626	HARD DISKOVI HP500 GB 7.2K SATA 2.5" HOT	0	0,00	01.01.2016	01.01.2016	1061	10 - 30%	0,00		0,00	aktivno
1627	SERVER HP PROLIANT DL360G7XEON E5645	0	0,00	03.03.2016	03.03.2016	1061	10 - 30%	0,00		0,00	aktivno
1628	SERVER HP PROLIANT DL120G6XEON X3440	0	0,00	03.03.2016	03.03.2016	1061	10 - 30%	0,00		0,00	aktivno
1629	CELICNI NOSACI HP 19 ZA SERVERE	0	0,00	03.03.2016	03.03.2016	1061	10 - 30%	0,00		0,00	aktivno

1630	RAM MEMORIJA UPGRADE TO 32GB SERVER	0	0,00	03.03.2016	03.03.2016	1061	10 - 30%	0,00		0,00	aktivno
1631	HARD DISKOVI HP 2*600 GB 10K SAS 2.5	0	0,00	03.03.2016	03.03.2016	1061	10 - 30%	0,00		0,00	aktivno
1641	HP PROLIANT SERVER SE 316M1 2XLEON	0	0,00	06.06.2016	06.06.2016	1061	10 - 30%	0,00		0,00	aktivno
1642	HP PROLIANT SERVER SE 316M1 2XLEON QOUD	0	0,00	06.06.2016	06.06.2016	1061	10 - 30%	0,00		0,00	aktivno
1644	HARD DISKOVI HP 6*300GB 10K SAS I 500GB	0	0,00	06.06.2016	06.06.2016	1061	10 - 30%	0,00		0,00	aktivno
1645	CELICNI NOSACI HP 19 GB 10K SAS I 500GB	0	0,00	06.06.2016	06.06.2016	1061	10 - 30%	0,00		0,00	aktivno
1662	HP PC DODATO ZA SERVER SOBU-8KOMADA	1	398.280,19	01.01.2016	01.01.2016	1061	10 - 30%	195.284,70	31.12.2020	202.995,49	aktivno
1664	HP PC DOADATO ZA SERVER SOBU-4KOMADA	1	496.126,06	03.03.2016	03.03.2016	1061	10 - 30%	260.466,37	31.12.2020	235.659,69	aktivno
1666	HP PC DODATO ZA SERVER SOBA-ZONA 3-3KOMADA	1	225.491,41	06.06.2016	06.06.2016	1061	10 - 30%	124.020,04	31.12.2020	101.471,37	aktivno
1668	LENOVO LAP TOP	1	56.183,33	06.06.2016	06.06.2016	1093	10 - 30%	30.901,04	31.12.2020	25.282,29	aktivno
1690	HARD DISKOVI HP300 GB 6G DUAL	10	42.951,47	07.07.2016	07.07.2016	1061	10 - 30%	23.981,19	31.12.2020	18.970,28	aktivno
1691	HARD DISKOVI WESTERN DIGITAL VELOCI	4	17.180,84	07.07.2016	07.07.2016	1061	10 - 30%	9.592,81	31.12.2020	7.588,03	aktivno
1692	HARD DISKOVI SEAGATE CONSTELLATION	4	60.141,04	07.07.2016	07.07.2016	1061	10 - 30%	33.578,52	31.12.2020	26.562,52	aktivno
1693	HARD DISKOVI HP 160 GB 3G SATASSD 2.5	2	15.034,01	07.07.2016	07.07.2016	1061	10 - 30%	8.394,15	31.12.2020	6.639,86	aktivno
1694	RAM MEMORIJE HP 8GB 2RX4 PC3L-10600R	8	21.471,99	07.07.2016	07.07.2016	1061	10 - 30%	11.988,68	31.12.2020	9.483,31	aktivno
1707	HARD DISKOVI 2X600GB	8	86.473,99	09.09.2016	09.09.2016	1061	10 - 30%	49.722,38	31.12.2020	36.751,61	aktivno
1708	RAM MEMORIJE UPGRADE	4	32.426,82	09.09.2016	09.09.2016	1061	10 - 30%	18.645,59	31.12.2020	13.781,23	aktivno
1709	SERVERI HP PROLIANT DL360	4	205.392,22	09.09.2016	09.09.2016	1061	10 - 30%	118.100,61	31.12.2020	87.291,61	aktivno
1718	HDD WD6002FFWX 6TB	3	95.148,00	10.10.2016	10.10.2016	1061	10 - 30%	55.503,00	31.12.2020	39.645,00	aktivno
1719	QNAP 008-BAY NAS TS-EC880U-E3-4GE-R2	1	268.066,66	10.10.2016	10.10.2016	1061	10 - 30%	156.372,16	31.12.2020	111.694,50	aktivno
1738	KOVI 4X600GB 10K SAS I HP 160GB 3GSATA	1	102.579,03	12.12.2016	01.01.2017	1061	10 - 30%	61.547,19	31.12.2020	41.031,84	aktivno
1739	CELICNI NOSACI 10K SAS I HP 160GB 3GSATA	1	5.940,91	12.12.2016	01.01.2017	1061	10 - 30%	3.564,43	31.12.2020	2.376,48	aktivno
1740	SERVER HP PROLIANT DL 360 G7 2XXEON E564	2	88.777,03	13.04.2017	01.05.2017	1061	10 - 30%	56.225,39	31.12.2020	32.551,64	aktivno
1741	SERVER HP PROLIANT DL 380 G7 2XEON X567	1	64.363,04	13.04.2017	01.05.2017	1061	10 - 30%	40.763,20	31.12.2020	23.599,84	aktivno
1742	RAM MEMORIJE UPGRADE TO 32GB 8GB 2RX4	5	18.861,20	13.04.2017	01.05.2017	1061	10 - 30%	11.945,28	31.12.2020	6.915,92	aktivno
1743	HARD DISKOVI UPGRADE TO 21TB 7.2K SATI	1	18.864,96	13.04.2017	01.05.2017	1061	10 - 30%	11.947,72	31.12.2020	6.917,24	aktivno
1744	CELICNI NOSACI HP 19	5	31.419,12	13.04.2017	01.05.2017	1061	10 - 30%	19.898,60	31.12.2020	11.520,52	aktivno
1745	SERVER HP PROLIANT DL 360P, HP PROLD360G7	3	338.438,30	18.08.2017	01.09.2017	1061	10 - 30%	225.625,50	31.12.2020	112.812,80	aktivno
1746	METALNI NOSAC ZA SERVERE	1	8.323,35	18.08.2017	01.09.2017	1061	10 - 30%	5.548,95	31.12.2020	2.774,40	aktivno
1747	METALNA FIOKA ZA HDD	6	19.643,29	18.08.2017	01.09.2017	1061	10 - 30%	13.095,69	31.12.2020	6.547,60	aktivno
1748	MEMORIJSKA JEDINICA HDD 600GB	3	58.950,41	18.08.2017	01.09.2017	1061	10 - 30%	39.300,41	31.12.2020	19.650,00	aktivno
1749	RAM MIDUL KINGSTON 8GB	8	21.825,61	18.08.2017	01.09.2017	1061	10 - 30%	14.550,41	31.12.2020	7.275,20	aktivno

1750	KINGSTON SSD DC 400 480 GB SATA	1	119.651,28	04.10.2017	01.11.2017	1061	10 - 30%	81.761,86	31.12.2020	37.889,42	aktivno
1751	SERVER HP PROLIANT DL 360-SE316M1-4KOMADA	4	200.356,63	06.11.2017	01.12.2017	1061	10 - 30%	138.579,95	31.12.2020	61.776,68	aktivno
1752	HARD DISK DRAJV - 600 GB-4KOMADA	4	73.690,72	06.11.2017	01.12.2017	1061	10 - 30%	50.969,39	31.12.2020	22.721,33	aktivno
1755	MEMORIJA RAM 32GB-2KOMADA	2	9.209,84	06.11.2017	01.12.2017	1061	10 - 30%	6.370,09	31.12.2020	2.839,75	aktivno
1757	SERVER HP PROLIANT SE316M1	4	148.900,14	21.12.2017	21.12.2017	1061	10 - 30%	104.230,26	31.12.2020	44.669,88	aktivno
1758	HARD DISK DRAJV 600GB-4KOM	1	144.387,72	21.12.2017	21.12.2017	1061	10 - 30%	101.071,44	31.12.2020	43.316,28	aktivno
1767	MASINE ZA AUTOMATSKU OBRADU PODATAKA SERVERI HP PROLIANT	1	77.942,08	20.04.2018	01.05.2018	1061	10 - 30%	57.157,44	31.12.2020	20.784,64	aktivno
1768	MIKROPROCESORI INTEL XEON	1	40.797,98	20.04.2018	01.05.2018	1061	10 - 30%	29.918,62	31.12.2020	10.879,36	aktivno
1769	RAM MEMORIJA 16GB ECC DDR 3	1	29.294,25	20.04.2018	01.05.2018	1061	10 - 30%	21.482,41	31.12.2020	7.811,84	aktivno
1770	HARD DISKOVI 2.5 600 GB	1	82.655,10	20.04.2018	01.05.2018	1061	10 - 30%	60.613,82	31.12.2020	22.041,28	aktivno
1771	REK.ORMAN.ANSEC 42U 800X800X2000	1	106.400,00	06.08.2018	01.09.2018	1061	10 - 30%	81.573,24	31.12.2020	24.826,76	aktivno
1773	kolet-server hp proliant dl 360 g8gen	4	190.997,34	02.10.2018	02.10.2018	1061	10 - 30%	148.074,40	31.12.2020	42.922,94	aktivno
1775	ram memorije 32 gb hp smart array cashe 8-port	8	49.994,87	02.10.2018	02.10.2018	1061	10 - 30%	38.759,57	31.12.2020	11.235,30	aktivno
1776	hard diskovic storage 24/7	12	61.715,87	02.10.2018	02.10.2018	1061	10 - 30%	47.846,36	31.12.2020	13.869,51	aktivno
1777	novi celicni nosaci hp 19 art	4	16.589,87	02.10.2018	02.10.2018	1061	10 - 30%	12.861,58	31.12.2020	3.728,29	aktivno
1778	ssd 1 tb samsung 860 pro mz 76p1tob/eu-4kom	1	158.352,00	04.10.2018	04.10.2018	1061	10 - 30%	122.850,50	31.12.2020	35.501,50	aktivno
1780	server hpe msa 1050 8gb fc dc	1	226.624,85	27.11.2018	01.12.2018	1061	10 - 30%	179.411,35	31.12.2020	47.213,50	aktivno
1781	server hp proliant dl 360 p g8	4	188.300,89	05.12.2018		1061	10 - 30%	188.300,89		0,00	aktivno
1782	mikroprocesori intel xeon	8	72.395,40	05.12.2018		1061	10 - 30%	72.395,40		0,00	aktivno
1783	ram memorije 64gb ecc ddr3 ram	4	90.107,35	05.12.2018		1061	10 - 30%	90.107,35		0,00	aktivno
1784	hard diskovi 2,5 600gb-	8	60.845,33	05.12.2018		1061	10 - 30%	60.845,33		0,00	aktivno
1785	ssd diskovi 960gb	3	152.780,24	05.12.2018		1061	10 - 30%	152.780,24		0,00	aktivno
1786	kucista kasete za hard diskove	6	9.760,76	05.12.2018		1061	10 - 30%	9.760,76		0,00	aktivno
1791	SERVER HP PROLIANT DL360P,G8 GEN8 19	5	187.745,48	12.03.2019	12.03.2019	oprema IT	30 - 30%	85.745,68	31.12.2020	101.999,80	aktivno
1792	MIKROPROCESORI INTEL XEON E5-2660V2	13	121.478,40	12.03.2019	12.03.2019	oprema IT	30 - 30%	55.480,68	31.12.2020	65.997,72	aktivno
1793	RAM MEMORIJE 32GB ECC DDR3 RAM 4X8GB DIMM	5	80.404,27	12.03.2019	12.03.2019	oprema IT	30 - 30%	36.721,62	31.12.2020	43.682,65	aktivno
1794	HARD DISKOVI 2.5 600 GB 10 K 12 G RAID	10	76.350,31	12.03.2019	12.03.2019	oprema IT	30 - 30%	34.870,14	31.12.2020	41.480,17	aktivno
1795	kucista kasete za hard diskove	10	16.330,38	12.03.2019	12.03.2019	oprema IT	30 - 30%	7.458,30	31.12.2020	8.872,08	aktivno
1796	CELICNI NOSACI HP 19 ART A13588	5	29.995,25	12.03.2019	12.03.2019	oprema IT	30 - 30%	13.699,20	31.12.2020	16.296,05	aktivno
1797	SSD DISKOVIC 960GB 2.5 PM 163A SAS 12G	2	106.110,42	12.03.2019	12.03.2019	oprema IT	30 - 30%	48.461,93	31.12.2020	57.648,49	aktivno
1798	CELICNE SINE ZA SERVERE	1	1.299,00	23.04.2019	23.04.2019	oprema IT	30 - 30%	638,11	31.12.2020	660,89	aktivno
1808	server hp proliant dl 360 p g8	3	88.480,37	16.12.2019	16.12.2019	oprema IT	30 - 30%	60.699,96	31.12.2020	27.780,41	aktivno
1809	MIKROPROCESORI INTEL XEON E5-2660V2	6	114.578,97	16.12.2019	16.12.2019	oprema IT	30 - 30%	78.604,32	31.12.2020	35.974,65	aktivno
1810	HP SMART ARRAY P9420	8	29.798,64	16.12.2019	16.12.2019	oprema IT	30 - 30%	20.442,69	31.12.2020	9.355,95	aktivno
1811	SSD DISKOVIC 960GB 2.5 PM 163A SAS 12G	5	249.514,76	16.12.2019	16.12.2019	oprema IT	30 - 30%	171.173,96	31.12.2020	78.340,80	aktivno
1812	RAM MEMEORIJE SAMSUNG 8GB	20	44.909,01	16.12.2019	16.12.2019	oprema IT	30 - 30%	30.808,82	31.12.2020	14.100,19	aktivno
1813	HARD DISKOVI 600GB 10K-2KOM	2	18.164,81	16.12.2019	16.12.2019	oprema IT	30 - 30%	12.461,56	31.12.2020	5.703,25	aktivno

1814	server HP PROLIANT DI360p G8 Gen8 19-4kom	4	234.552,88	05.03.2020	05.03.2020	oprema IT	30 - 30%	176.332,36	31.12.2020	58.220,52	aktivno
1816	ram memorije 64gb ecc ddr 3-4kom	4	103.520,50	05.03.2020	05.03.2020	oprema IT	30 - 30%	77.824,73	31.12.2020	25.695,77	aktivno
1817	kontroler hp p420i 1 gb cashe	10	24.249,68	05.03.2020	05.03.2020	oprema IT	30 - 30%	18.230,45	31.12.2020	6.019,23	aktivno
1818	hard diskovi 2,5 600 gb 10K 24/7-10	10	75.026,49	05.03.2020	05.03.2020	oprema IT	30 - 30%	56.403,47	31.12.2020	18.623,02	aktivno
1819	CELICNI NOSACI HP 19 -2	2	15.158,57	05.03.2020	05.03.2020	oprema IT	30 - 30%	11.395,92	31.12.2020	3.762,65	aktivno
1826	server HP PROLIANT DI360p G8 Gen9 19-3kom	3	139.298,60	20.10.2020	20.10.2020	oprema IT	30 - 30%	130.940,68	31.12.2020	8.357,92	aktivno
1827	mikroprocesori intel xeon e-5-6kom	6	214.405,78	20.10.2020	20.10.2020	oprema IT	30 - 30%	201.541,43	31.12.2020	12.864,35	aktivno
1828	ram memorije 128gb ecc-3kom	3	101.966,40	20.10.2020	20.10.2020	oprema IT	30 - 30%	95.848,42	31.12.2020	6.117,98	aktivno
1830	CELICNI NOSACI HP 19 -1	1	9.798,57	20.10.2020	20.10.2020	oprema IT	30 - 30%	9.210,66	31.12.2020	587,91	aktivno
1838	ram memorije 8gb	9	76.271,88	11.12.2020	11.12.2020	oprema IT	30 - 30%	74.955,41	31.12.2020	1.316,47	aktivno
1839	serveri hp proliant intel xeon	1	45.296,51	11.12.2020	11.12.2020	oprema IT	30 - 30%	44.514,68	31.12.2020	781,83	aktivno
1840	MIKROPROCESORI INTEL XEON	2	97.687,16	11.12.2020	11.12.2020	oprema IT	30 - 30%	96.001,05	31.12.2020	1.686,11	aktivno
1841	HP SMART ARRAY	1	17.553,39	11.12.2020	11.12.2020	oprema IT	30 - 30%	17.250,41	31.12.2020	302,98	aktivno
1842	CELICNI NOSACI HP 19	1	9.559,39	11.12.2020	11.12.2020	oprema IT	30 - 30%	9.394,39	31.12.2020	165,00	aktivno
1852	server HP PROLIANT DI360p G8 Gen9 19-2kom	2	91.058,99	19.04.2021	19.04.2021	oprema IT	30 - 30%	91.058,99	19.04.2021	0,00	aktivno
1853	MIKROPROCESORI INTEL XEON-4	4	76.661,95	19.04.2021	19.04.2021	oprema IT	30 - 30%	76.661,95	19.04.2021	0,00	aktivno
1854	ram memorije 128gb ecc-10kom	10	113.699,66	19.04.2021	19.04.2021	oprema IT	30 - 30%	113.699,66	19.04.2021	0,00	aktivno
1856	ssd disk 960gb pm1643a 24/4-1	1	112.194,95	19.04.2021	19.04.2021	oprema IT	30 - 30%	112.194,95	19.04.2021	0,00	aktivno
1857	CELICNI NOSACI HP 19-1	1	10.206,25	19.04.2021	19.04.2021	oprema IT	30 - 30%	10.206,25	19.04.2021	0,00	aktivno
220	WD CAVIAR 1600JB 160GB 7200 RPM 8MB CACH	0	0,00	09.09.2006	09.09.2006	1093	10 - 30%	0,00		0,00	aktivno
221	WD CAVIAR 1600BB 160GB 7200 RPM 2MB CACH	0	0,00	09.09.2006	09.09.2006	1093	10 - 30%	0,00		0,00	aktivno
511	HP DL 320G5p 1P SP6694 EU SER	0	0,00	07.07.2008	07.07.2008	1061	10 - 30%	0,00		0,00	aktivno
512	HP 250GB 7200 RPM HOT PLUG MIDLINE SATA	4	22.540,00	07.07.2008	07.07.2008	1061	10 - 30%	856,88	31.12.2020	21.683,12	aktivno
853	SERVER HP	1	102.607,28	05.05.2006	05.05.2006	1093	10 - 30%	1.025,01	31.12.2020	101.582,27	aktivno
854	SERVER HP 2 KOMADA	1	113.186,15	08.08.2006	08.08.2006	1093	10 - 30%	1.432,09	31.12.2020	111.754,06	aktivno
855	HP SERVER	1	76.417,41	01.01.2007	01.01.2007	1093	10 - 30%	2.307,61	31.12.2020	74.109,80	aktivno
856	HP SERVER	1	36.873,31	07.07.2007	07.07.2007	1093	10 - 30%	1.310,30	31.12.2020	35.563,01	aktivno
933	WD CAVIAR 6400AAKS 640GB 7200RPMKIT	1	0,00	04.04.2011	04.04.2011	1093	10 - 30%	0,00		0,00	aktivno
1851	mrežni uredjaj switch-2kom	1	245.966,99	17-04-21			30,00	207.151,38		38.815,61	
1852	server HP PROLIANT DI360p G8 Gen9 19-2kom	2	91.058,99	19-04-21			30,00	76.838,82		14.220,17	
1855	HP P440AR 2GB CASHE 8PORT 12G SAS 6G SATA-2KOM	2	37.331,39	19-04-21			30,00	31.501,55		5.829,84	
1859	NETMAN 204 MREZNA KARTICA	1	12.083,59	19-04-21			30,00	10.196,56		1.887,03	
			9.291.592,09					6.003.193,89		3.288.398,20	

Imovina koja će biti preuzeta od Eutelnet 31. decembra 2021. godine:

Assets to be acquired from Eutelnet on 31 December 2021:

Sava Centar DC:

- **SRV001**
HP ProLiant DL160 Gen8
8 cores, 16GB RAM, 2.5TB storage
- **SRV002**HP ProLiant DL160 Gen8 6 cores,
16GB RAM, 2.5TB storage
- **SRV003**
HP ProLiant DL360p Gen8
16 cores, 72GB RAM, 2TB storage

SBB DC:

- HP storage server
- Raspberry Pi (VPN, monitoring)

Personalni računar Miloša Latinovića / Miloš Latinović's personal computer

Prilog 3.3.2 / Schedule 3.3.2
Preneta nematerijalna imovina / Transferred Intangible Assets

Informacioni sistem IS2.rs

Information system IS2.rs

Back-end sistemi (portali):

- Partner.ninet.rs - 12 meseci nakon Datuma Registracije biće preneti na subdomene Partner.webglobe.rs
- Developer.ninet.rs - 12 meseci nakon Datuma Registracije biće preneti na subdomene Developer.webglobe.rs
- CP.ninet.rs - 12 meseci nakon Datuma Registracije biće preneti na subdomene CP.webglobe.rs
- Ostali back-end sistemi u vezi sa obavljanjem Prenetog poslovanja

Back end systems (portals):

- Partner.ninet.rs - 12 months following the Registration Date to be transferred to the subdomains Partner.webglobe.rs
- Developer.ninet.rs - 12 months following the Registration Date to be transferred to the subdomains Developer.webglobe.rs
- CP.ninet.rs - 12 months following the Registration Date to be transferred to the subdomains CP.webglobe.rs
- Other back-end systems related to the operation of the Target Business

Domeni / aktivni vebsajtovi:

- Cpanel.cloud
- Ostali domeni / aktivni vebsajtovi u vezi sa obavljanjem Prenetog poslovanja

Domains / active websites:

- Cpanel.cloud
- Other Domains / active websites related to the operation of the Transferred Business

Nematerijalna imovina koja će biti preuzeta od Eutelnet 31. decembra 2021. godine:

Intangible assets to be acquired from Eutelnet on 31 December 2021:

- Domen – eutelnet.rs
- Website koji radi na domenu eutelnet.rs
- Domeni
 - eutelnet.hosting (WHMCS billing system)
 - eutelnet.net (NS servers)
 - eutelnet.info (IP address checking service)

- Domain - eutelnet.rs
- Website of Eutelnet running on eutelnet.rs
- Domeins
 - eutelnet.hosting (WHMCS billing system)
 - eutelnet.net (NS servers)
 - eutelnet.info (IP address checking service)

**Prilog 3.3.3 / Schedule 3.3.3
Ugovori sa dobavljačima / Vendor Agreements**

Dobavljač / Vendor	Registracioni/PDV broj Company ID/VAT	Adresa / Address
https://www.thesslstore.com		146 2nd St. N. #201, St. Petersburg, FL 33701 US
https://store.cpanel.net		2550 North Loop W., Suite 4006, Houston, TX 77092, USA
https://manage2.cpanel.net		2551 North Loop W., Suite 4006, Houston, TX 77092, USA
https://sso.godaddy.com	EU826010755	14455 N. Hayden Rd., Suite 219, Scottsdale, Arizona 85260, US
https://reseller.godaddy.com/		
https://dcc.secureserver.net		
https://www.mxtoolbox.com	-	12710 Research Blvd, Suite 225, Austin, TX 78759
https://www.soluslabs.com/clients/	CHE-278.733.710	Plesk International GmbH, Vordergasse 59, 8200 Schaffhausen, Switzerland
https://my.101domain.com	IE3225679CH	Level 2, Plaza 3, Custom House Plaza, Harbourmaster Place, Dublin D01 VY76, Ireland
https://uptimerobot.com	MT23446212	Regent House, Office 21, Bisazza Street, Sliema SLM1640, Malta
https://www.microsoft.com	17247565	Kneza Višeslava 70a - 11030 Beograd - Srbija
https://id.atlassian.com		Atlassian Pty Ltd, Level 6, 341 George St, Sydney NSW 2000, Australia
https://partners.cloudflare.com		
https://my.vmware.com	ie6426071c	Dromore house east park, Shannon, County Clare, V14 AN23 Ireland
https://gandi.net	-	
https://www.serverschmiede.com/	-	Bahnhofstrasse 1b, D-08144 Hirschfeld / Germany, District Voigtsgrün
https://dm.realtimeregister.com	NL.813241601.B.01	Ceintuurbaan 32a, 8024 AA Zwolle, THE NETHERLANDS
https://www.dynadot.com/		210 S Ellsworth Ave #345 San Mateo, CA 94401 US
https://rsreg.rnids.rs	17680544	Žorža Klemansoa 18a/I, Beograd, Srbija

Ugovori koja će biti preuzeti od Eutelnet 31. decembra 2021. godine:

Agreements to be acquired from Eutelnet on 31 December 2021:

Vendor	Agreement date	Agreement no.	Expiry date
RNIDS	n/a	n/a	n/a

Papaki.gr	n/a	n/a	n/a
cPanel licences	n/a	n/a	n/a
Plesk licence	n/a	n/a	n/a
CloudLinux	n/a	n/a	n/a
WHMCS (lifetime licence)	n/a	n/a	n/a
BusyRack WHMCS AddOn	n/a	n/a	n/a
Postmark	n/a	n/a	n/a
ManageWP	n/a	n/a	n/a

Prilog 3.3.4 / Schedule 3.3.4
Ugovori sa klijentima / Customer Agreements

S obzirom da se lista klijenata menja na dnevnom nivou, namerno je izostavljena i biće priložena uz konačan Plan podele.

Whereas the client list is subject to day-to-day changes, it is intentionally omitted, and will be enclosed with the final Spin-off plan.

Prilog 3.4 / Schedule 3.4
Preneti zaposleni / Transferred Employees

Ime /Name	Prezime / Last name	Vrsta zaposlenja / Type of employment	Radno mesto / Position
Ana	Antić	Puno radno vreme /Full-time	Tehnička podrška / Technical Support
Aleksandr	Gligorijević	Puno radno vreme /Full-time	Tehnička podrška / Technical Support
Maja	Kitić	Puno radno vreme /Full-time	Tehnička podrška / Technical Support
Marija	Manojlovic- Aleksic	Puno radno vreme /Full-time	Tehnička podrška / Technical Support Support
Miloš	Latinović	Puno radno vreme /Full-time	Tehnička podrška / Technical Support Support

Prilog 10.2a / Schedule 10.2a
Nacrt izmena i dopuna osnivačkog akta Društva prenosioca /
Draft amendments to the Articles of Association of the Transferring Entity

UGOVOR O IZMENAMA I DOPUNAMA
OSNIVAČKOG AKTA
NINET COMPANY D.O.O. NIŠ

AGREEMENT ON AMENDMENTS AND
SUPPLEMENTS TO
THE ARTICLES OF ASSOCIATION OF NINET
COMPANY D.O.O. NIŠ

između

by and between

g. Bratislava Krstića

Mr. Bratislav Krstić

i

and

g. Gorana Šimbovskog

Mr. Goran Šimbovski

i

and

g. Nebojše Simića

Mr. Nebojša Simić

i

and

g. Strahinje Stankovića

Mr. Strahinja Stanković

i

and

WY Group a.s.

WY Group a.s.

Preambula

S OBZIROM DA:

- A. je NiNet Company d.o.o. Niš društvo koje je propisno osnovano i postoji u skladu sa zakonima Republike Srbije, sa sedištem u Bulevar Nemanjića PC zona 3 L K6 25, Niš, Srbija, registrovano u Registru privrednih subjekata Agencije za privredne registre pod matičnim brojem 17499114 ("**Društvo**");
- B. je Društvo odlučilo da sprovede statusnu promenu izdvajanja uz osnivanje;
- C. je radi sprovođenja statusne promene iz prethodne tačke, Društvo donelo Plan podele dana [uneti];
- D. je sastavni deo Plana podele čine izmene i dopune osnivačkog akta Društva;

SADA, PREMA TOME, na osnovu Zakona o privrednim društvima ("Službeni glasnik Republike Srbije", br. 36/2011, 99/2011, 83/2014, 5/2015. 44/2018, 95/2018, 91/2018 i 91/2019) ("**Zakon o privrednim društvima**"), g. Krstić, g. Šimbovski, g. Simić, g. Stanković i WY Group a.s., u svojstvu članova Društva (u daljem tekstu zajedno označeni kao "**Članovi**", a pojedinačno kao "**Član**") na skupštini Društva održane dana [uneti], usvajaju ovaj Ugovor o izmenama i dopunama osnivačkog akta Društva ("**Ugovor**") kako sledi:

1. OSNOVNE ODREDBE

1.1 Pravila tumačenja i prilozi

Preamble

WHEREAS:

- A. NiNet Company d.o.o. Niš is a company duly incorporated and operating in accordance with the laws of the Republic of Serbia, with its seat at Bulevar Nemanjića PC zona 3 L K6 25, Niš, Serbia, registered in the Companies Register of the Agency for Commercial Registers, corporate ID no. 17499114 (the "**Company**")
- B. the Company has decided to perform the status change – spin-off with incorporation;
- C. for the purpose of implementation of the status change from the preceding point, the Company on [insert] adopted the Spin-off plan;
- D. the amendments and supplements to the articles of association of the Company constitute an integral part of the Spin-off plan;

NOW, THEREFORE, on the basis of the Companies Act ("Official Gazette of the Republic of Serbia", no. 36/2011, 99/2011, 83/2014, 5/2015. 44/2018, 95/2018, 91/2018 and 91/2019) (hereinafter the "**Companies Act**"), Mr. Krstić, Mr. Šimbovski, Mr. Simić, Mr. Stanković and WY Group a.s, in their capacity as the shareholders of the Company (hereinafter jointly referred to as the "**Shareholders**" and individually as the "**Shareholder**") at the Company's shareholders meeting held on [insert] adopt this Agreement on Amendments and Supplements to the Articles of Association of the Company (the "**Agreement**") as follows:

1. GENERAL PROVISIONS

1.1 Rules of Interpretation and Schedules

U ovom Ugovoru i Prilozima, kao i svakom dodatku Prilozima, primenjivaće se pravila tumačenja definisana u **Prilogu 1.1** (Pravila tumačenja), osim gde kontekst zahteva drugačije.

Prilozi i svaki dodatak Prilozima predstavljaju sastavni deo ovog Ugovora tako da sadržaj bilo kog Priloga i dodataka prilozima ima istu pravnu snagu i posledice kao da je taj sadržaj u celosti sadržan u samom tekstu ovog Ugovora.

1.2 **Priroda Ugovora**

Ugovor predstavlja osnivački akt Društva.

Ovaj Ugovor u celosti stavlja van snage i zamenjuje svaki osnivački akt Društva, a posebno Ugovor o izmenama i dopunama Ugovora o osnivanju od 8. septembra 2021. godine.

1.3 **Pravna forma, pravna i poslovna sposobnost i odgovornost**

Društvo je privredno društvo organizovano u pravnoj formi društva sa ograničenom odgovornošću.

Društvo je pravno lice koje ima pravnu i poslovnu sposobnost. Društvo ima pravo da zaključuje ugovore, sve druge pravne poslove i preuzima sve radnje u najvećem obimu koji je dopušten po pravu Republike Srbije

Društvo odgovara za svoje obaveze celokupnom svojom imovinom. Članovi neće odgovarati za obaveze i odgovornosti Društva.

1.4 **Trajanje Društva**

In this Agreement and the Schedules and any attachments to Schedules, and save where the context otherwise requires, the rules of interpretation and construction set out in **Schedule 1.1** (*Rules of Interpretation*) shall apply.

The Schedules and any attachments to the Schedules shall form an integral part of this Agreement, and the contents of such Schedules and attachments to the Schedules shall have the same force and effect as if such contents had been set out in the body of this Agreement in full.

1.2 **Character of the Agreement**

This Agreement constitutes the articles of association (*osnivački akt*) of the Company.

This Agreement supersedes and replaces any of the Company's preceding articles of association, in particular the Agreement of Amendments and Supplements of the Articles of Association dated 8 September 2021.

1.3 **Corporate Form, Capacity and Liability**

The Company is a business organization organised as a limited liability company.

The Company is a legal entity with legal and business capacity. The Company is entitled to enter into all agreements, all other legal transactions and undertake all actions to the fullest extent permitted under the laws of the Republic of Serbia

The Company shall be liable for all its obligations with all of its assets. The Shareholders shall not be liable for any of the Company's obligations and liabilities.

1.4 **Term of Incorporation**

Društvo je osnovano i obavljaće delatnost na neodređeno vreme.

1.5 Članovi

Članovi Društva su:

1. **g. Bratislav Krstić**, JMBG 0211959730017, rođen 2. novembra 1959. godine, sa prebivalištem na adresi Mokranjčeva 79/33, Niš;
2. **g. Goran Šimbovski**, JMBG 1903954730062, rođen 19. marta 1954. godine, sa prebivalištem na adresi Učitelj Tasina 12/38, Niš;
3. **g. Nebojša Simić**, JMBG 2905973860046, rođen 29. maja 1973. godine, sa prebivalištem na adresi Veljka Vlahovića 22/5, Pančevo;
4. **g. Strahinja Stanković**, JMBG 1601967730022, rođen 16. januara 1967. godine, sa prebivalištem na adresi Vojvođanska 3, Niš; i
5. **WY Group a.s** sa sedištem na adresi Stará Prievozská 2, 821 09 Bratislava, Slovačka, registrovanim pod brojem. 52486567.

1.6 Organi Društva

Organi Društva su:

1. skupština ("**Skupština**"), i
2. direktori ("**Direktori**").

2. POSLOVNO IME I SEDIŠTE

2.1 Puno i skraćeno poslovno ime

The Company is incorporated and shall operate for an indefinite period of time.

1.5 Shareholders

The Shareholders of the Company are:

1. **Mr. Bratislav Krstić**, personal ID no. (JMBG) 0211959730017, born on November 2, 1959, with residence at the address Mokranjčeva 79/33, Niš;
2. **Mr. Goran Šimbovski**, personal ID no. (JMBG) 1903954730062, born on March 19, 1954, with residence at the address Učitelj Tasina 12/38, Niš;
3. **Mr. Nebojša Simić**, personal ID no (JMBG) 2905973860046, born on May 29, 1973, with residence at the address Veljka Vlahovića 22/5, Pančevo;
4. **Mr. Strahinja Stanković**, personal ID no. (JMBG) 1601967730022, born on January 16, 1967, with residence at the address Vojvođanska 3, Niš; and
5. **WY Group a.s** having its seat at Stará Prievozská 2, 821 09 Bratislava, Slovakia, with corporate / commercial ID no. 52486567.

1.6 Corporate Bodies

The Company shall have the following corporate bodies:

1. the shareholders meeting (the "**SM**"), and
2. the directors (the "**Directors**").

2. BUSINESS NAME AND SEAT

2.1 Full and Abbreviated Business Name

Društvo posluje pod punim poslovnim imenom:

NINET COMPANY D.O.O. NIŠ;

2.2 Sedište Društva

Sedište Društva nalazi se u: Bulevar Nemanjića PC zona 3 L K6 25, Niš, Republika Srbija.

Društvom će se upravljati iz sedišta Društva.

Društvo može osnivati ogranke, predstavništva i druge organizacione jedinice u Srbiji i inostranstvu u skladu sa merodavnim pravom.

3. DELATNOST DRUŠTVA

3.1 Pretežna i ostala poslovna delatnost

Pretežna delatnost Društva je:

61.20 Bežične telekomunikacije;

Društvo može obavljati i sve druge delatnosti u najvećem obimu koji je dopušten po merodavnom pravu.

3.2 Spoljnotrgovinska delatnost

Društvo ima pravo da zaključuje i izvršava sve poslove spoljnotrgovinskog prometa ili usluge u spoljnotrgovinskom prometu u najvećem obimu koji je dopušten po merodavnom pravu.

4. OSNOVNI KAPITAL I ULOZI

4.1 Osnovni kapital Društva

Ukupan osnovni kapital Društva na dan potpisivanja i overe ovog Ugovora iznosi kako sledi:

- i. upisan novčani kapital iznosi:

The Company operates under the following full business name:

NINET COMPANY D.O.O. NIŠ;

2.2 Seat of the Company

The seat of the Company shall be located at: Bulevar Nemanjića PC zona 3 L K6 25, Niš, Republic of Serbia.

The Company shall be managed principally from its seat.

The Company may establish branches, representative offices and all other organisational units in Serbia and abroad in accordance with applicable laws.

3. BUSINESS OF THE COMPANY

3.1 Principal and Other Business Activity

The principal business activity of the Company is:

61.20 Wireless telecommunications;

The Company may also perform all other business activities to the fullest extent permitted by applicable laws.

3.2 Foreign Transactions

The Company shall be entitled to enter into and perform all foreign trade and service transactions to the fullest extent permitted by applicable laws.

4. SHARE CAPITAL AND CONTRIBUTIONS

4.1 Company's Share Capital

The total share capital of the Company on the date on which this Agreement is executed and certified is as follows:

- i. registered monetary capital is:

6.312.383,40 RSD

RSD 6,312,383.40

ii. uplaćeni novčani kapital iznosi:

ii. paid-in monetary capital is:

6.312.383,40 RSD.

RSD 6,312,383.40.

Osnovni kapital Društva sastoji se samo od novčanog kapitala, koji je u celosti uplaćen.

The Company's share capital is comprised solely of monetary capital, which has been fully paid-in.

4.2 **Povećanje i smanjenje osnovnog kapitala**

4.2 **Increase and Decrease of the Share Capital**

Osnovni kapital Društva može se povećati:

The Company's share capital shall be increased by:

(I) novim ulozima Člana;

(I) additional contributions of the Shareholders;

(II) pretvaranjem rezervi i dobiti Društva u osnovni kapital;

(II) conversion of reserves or earnings of the Company into the share capital;

(III) pretvaranjem potraživanja prema Društvu u osnovni kapital Društva (konverzija duga u kapital);

(III) conversion of the receivables owed to the Company into its share capital (debt for equity swap);

(IV) pretvaranjem dodatnih uplata Članova u osnovni kapital Društva; i

(IV) conversion of additional payments the Shareholders make into the share capital of the Company; and

(V) na bilo koji drugi način koji je predviđen Zakonom o privrednim društvima.

(V) any other manner provided for under the Companies Act.

Osnovni kapital Društva može se smanjiti zbog razloga i na način koji je predviđen Zakonom o privrednim društvima. Društvo će obezbediti da osnovni kapital Društva uvek prelazi iznos minimalnog osnovnog kapitala propisanog Zakonom o privrednim društvima.

The share capital of the Company can be decreased on the grounds and in the manner determined by the Companies Act. The Company shall always ensure that its share capital exceeds the minimum threshold for the share capital stipulated by the Companies Act.

4.3 **Dodatne uplate u kapital**

4.3 **Additional Payments into Capital**

Skupština može donositi odluke o dodatnim uplatama Članova kojima se ne povećava osnovni kapital Društva u skladu sa članom 178. Zakona o privrednim društvima.

The SM can adopt resolutions on additional payments (*dodatne uplate*) of the Shareholders which do not increase the Company's share capital in accordance with Article 178 of the Companies Act.

5. OSNOVNI KAPITAL, ULOZI I UDELI ČLANOVA DRUŠTVA

5.1 Ulozi i udeli Članova

Članovi su vlasnici sledećih udela u osnovnom kapitalu Društva:

1. g. Krstić je vlasnik 29% udela u osnovnom kapitalu Društva, koji odgovara:
 - i. upisanom novčanom osnovnom kapitalu od:
1.830.591,186 RSD; i
 - ii. uplaćenom novčanom osnovnom kapitalu od:
1.830.591,186 RSD;
2. g. Šimbovski je vlasnik 29% udela u osnovnom kapitalu Društva, koji odgovara:
 - i. upisanom novčanom osnovnom kapitalu od:
1.830.591,186 RSD; i
 - ii. uplaćenom novčanom osnovnom kapitalu od:
1.830.591,186 RSD;
3. g. Simić je vlasnik 19% udela u osnovnom kapitalu Društva, koji odgovara:
upisanom novčanom osnovnom kapitalu od:
1.199.352,846 RSD; i
uplaćenom novčanom osnovnom kapitalu od:
1.199.352,846 RSD.

5. SHARES AND CONTRIBUTIONS OF THE SHAREHOLDERS

5.1 Shares of the Shareholders

The Shareholders own the following shares in the share capital of the Company:

1. Mr. Krstić owns a 29% share in the share capital of the Company that corresponds to:
 - i. registered monetary share capital of:
RSD 1,830,591.186; and
 - ii. paid-in monetary share capital of:
RSD 1,830,591.186;
2. Mr. Šimbovski owns a 29% share in the share capital of the Company that corresponds to:
 - i. registered monetary share capital of:
RSD 1,830,591.186; and
 - ii. paid-in monetary share capital of:
RSD 1,830,591.186
3. Mr. Simić owns a 19% share in the share capital of the Company that corresponds to:
registered monetary share capital of:
RSD 1,199,352.846; and
paid-in monetary share capital of:
RSD 1,199,352.846.

4. g. Stanković je vlasnik 19% udela u osnovnom kapitalu Društva, koji odgovara:

upisanom novčanom osnovnom kapitalu od:

1.199.352,846 RSD; i

uplaćenom novčanom osnovnom kapitalu od:

1.199.352,846 RSD.

5. WY Group a.s je vlasnik 4% udela u osnovnom kapitalu Društva, koji odgovara:

upisanom novčanom osnovnom kapitalu od:

252.495,336 RSD; i

uplaćenom novčanom osnovnom kapitalu od:

252.495,336 RSD.

5.2 Prava Članova

Članovi imaju sledeća prava na osnovu svojih udela:

1. Pravo pristupa pravnim aktima i drugim dokumentima i informacijama u vezi Društva, osim člana WY Group a.s;
2. Pravo učešća u radu Skupštine, osim člana WY Group a.s;
3. Pravo glasa u Skupštini koje je srazmerno uplaćenim udelima Članova u ukupno uplaćenom osnovnom kapitalu Društva u vreme ostvarivanja ovog prava;

4. Mr. Stanković owns a 19% share in the share capital of the Company that corresponds to:

registered monetary share capital of:

RSD 1,199,352.846; and

paid-in monetary share capital of:

RSD 1,199,352.846

5. WY Group a.s owns a 4% share in the share capital of the Company that corresponds to:

registered monetary share capital of:

RSD 252,495.33; and

paid-in monetary share capital of:

RSD 252,495.33.

5.2 Shareholders' Rights

Shareholders have the following rights deriving from their shares:

1. Right to access legal acts and other documents and information of the Company, except for the shareholder WY Group a.s.;
2. Right to participate in the meeting of the SM, except for the shareholder WY Group a.s.;
3. Right to vote in the Shareholders Meeting which corresponds to the participation of the Shareholders' paid-in shares in the total amount of paid-in share capital of the Company in the moment of exercising the respective right;

- | | |
|--|--|
| <p>4. Pravo na isplatu dobiti (npr. dividende ili bilo koja vrsta dobiti koja je predviđena u pravom Republike Srbije) koju je Društvo ostvarilo;</p> | <p>4. Right to receive profits (i.e. dividends or any other kind of profits provided under Serbian Law) generated by the Company;</p> |
| <p>5. Pravo učešća u raspodeli likvidacionog viška po likvidaciji Društva, a nakon isplate poverilaca, koje je srazmerno uplaćenim udelima Članova u ukupno uplaćenom osnovnom kapitalu Društva u vreme ostvarivanja ovog prava;</p> | <p>5. Right to participate in the allocation of liquidation surplus based on the liquidation of the Company and upon the settlement of creditors, which corresponds to the participation of the Shareholders' paid-in shares in the total amount of paid-in share capital of the Company in the moment of exercising the respective right;</p> |
| <p>6. Pravo prečeg sticanja udela, osim člana WY Group a.s.;</p> | <p>6. Pre-emption rights, except for the shareholder WY Group a.s.;</p> |
| <p>7. Pravo prenosa udela u skladu sa Zakonom o privrednim društvima, ovim Ugovorom i odredbama Ugovora članova društva;</p> | <p>7. Right to transfer shares in accordance with the Companies' Act, this Agreement and terms and conditions of the Shareholders Agreement;</p> |
| <p>8. Druga prava u skladu sa zakonom.</p> | <p>8. Other rights in accordance with the law.</p> |

Nijedan član neće imati pravo da založi ili ustanovi drugo sredstvo obezbeđenja na svom udelu u Društvu (odnosno bilo kojem delu udela), bez prethodnog odobrenja Skupštine. Ukoliko Skupština odobri ustanovljenje sredstva obezbeđenja na udelu u Društvu, takvo odobrenje se neće smatrati odobrenjem za bilo koji prenos udela.

No Shareholder shall be entitled to pledge or perfect any security interest over its share in the Company (or part of such share), unless the Shareholders Meeting approves the perfection of a security interest over such share. If the Shareholders Meeting approves the perfection of such security interest, this approval shall not be deemed as approval for any share transfer.

6. SKUPŠTINA

6. SHAREHOLDERS MEETING

6.1 Sastav

6.1 Composition

Skupštinu čine Članovi.

The SM consists of Shareholders.

Člana koji je pravno lice u radu Skupštine predstavlja njegov zastupnik ili punomoćnik.

The Shareholder that is a legal entity is represented in the SM by its representative or via proxy.

U slučaju da Član učestvuje u Skupštini preko punomoćnika, taj Član će izdati punomoćje. Punomoćje može biti dato za pojedinačnu sednicu Skupštine ili za određeni vremenski period.

Punomoćje se daje u pisanoj formi, a može se dati i elektronskim putem pod uslovom da se obezbedi autentičnost te izjave.

Punomoćje će se dostaviti punomoćniku i u sedišta Društva.

Punomoćje se daje za jednu sednicu Skupštine, a važi i za ponovljenu sednicu Skupštine koja je odložena zbog nedostatka kvoruma, vremena ili iz drugih razloga, osim ako je punomoćjem drugačije određeno.

6.2 Dnevni red i operativna pitanja

Skupština radi i odlučuje o pitanjima iz svog delokruga na sednicama Skupštine. Sednice Skupštine se održavaju kao redovne i vanredne sednice.

Redovna sednica Skupštine se održava jednom godišnje u roku koji je predviđen Zakonom o privrednim društvima. Sednica Skupštine koja se održava između dve redovne sednice Skupštine predstavlja vanrednu sednicu Skupštine.

Svaki Direktor može utvrditi dan, vreme i mesto održavanja Skupštine i saziva sednicu Skupštine.

Skupština se može održati u sedištu Društva ili na bilo kom drugom pogodnom mestu. Sednice Skupštine se mogu održati i putem video i/ili telefonske konferencijske veze, ako se nijedan Član tome ne protivi.

In the event the Shareholder participates in the SM via its proxy, the respective Shareholder will issue a power of attorney. The power of attorney can be issued for a single meeting of the SM or for a definite period of time.

The power of attorney shall be issued in writing or in electronic form provided that authenticity of such statement is provided.

The power of attorney shall be delivered to the proxy and to the seat of the Company.

The power of attorney is valid for one Shareholders Meeting and reconvened Shareholders Meeting which was postponed due to a lack of quorum, time or otherwise, unless respective power of attorney states otherwise.

6.2 Operational Matters

The SM shall operate and adopt resolutions within its competence at the SM meetings. The SM meetings shall be held as annual and extraordinary meetings.

The annual SM meeting shall be held once a year, within the statutory deadline provided under the Companies Act. The SM meetings held between two annual SM meetings shall represent extraordinary SM meetings.

Any Director can determine the day, time and place of the SM meeting and convene the respective meeting.

The SM may be held at the seat of the Company or in another appropriate place. The SM meeting may be held by a video and/or call conference, if none of the Shareholders object.

Skupština se saziva pisanim pozivom upućenim svakom Članu na adresu o kojoj je Član obavestio Društvo. Poziv može biti upućen i elektronskom poštom.

Pisani poziv za sednicu Skupštine se dostavlja svakom Članu najkasnije 10 (deset) dana pre dana održavanja sednice Skupštine.

Skupština odlučuje o pitanjima navedenim u dnevnom redu i o pitanjima koje predloži bilo koji Član koji je o tome obavestio Društvo najkasnije tri (3) dana pre dana održavanja sednice Skupštine. Kao izuzetak u odnosu na prethodnu rečenicu, pitanje se može uvrstiti u dnevni red ako se nijedan Član ne protivi raspravi i glasanju o njima.

Sednica Skupštine može biti održana čak i ako odredbe Zakona o privrednim društvima o sazivanju i odredbe ovog člana 6.2 nisu bile poštovane, ako se sa tim saglase većina prisutnih Članova.

Svaki Član može glasati podnošenjem pisanog dokumenta, koji sadrži njegovu odluku o glasanju po pitanjima navedenim u predloženom dnevnom redu sednice. Ovakav način glasanja je valjan, samo ako drugi Član primi pomenuti dokument pre održavanja odgovarajuće sednice Skupštine.

Svaka odluka Skupštine se može doneti i van sednice ukoliko je potpišu svi Članovi sa pravom glasa o tom pitanju.

6.3 Kvorum

The SM shall be convened by a written notice delivered to each Shareholder at the address the Shareholder notifies to the Company. Such notice can be also made by electronic mail.

The written notice for the SM meeting has to be delivered not later than 10 (ten) days before the date when the SM meeting will be held.

The SM decides on matters designated in the agenda and on matters proposed by any Shareholder who informed the Company on this issue not later than three (3) days before the SM's meeting. As an exception to the foregoing sentence, a matter may be included in the agenda if none of the Shareholders objects to the discussion and voting on such matter.

Sessions of the SM may be held even if the provisions of the Companies Act on convocation and provisions of this Clause 6.2 have not been complied with, if a majority of the Shareholders present agree on that.

Each Shareholder may vote by a written document, which contains its decision on voting on the matters set out in the proposed agenda for the session concerned. This kind of voting is valid only if such document is received by the other Shareholder before the SM session is held.

The SM may adopt its resolutions even without holding the meeting, provided that such resolutions are signed by all Shareholders which are entitled to vote on the subject matter.

6.3 Quorum

Skupština se može punovažno održati i odluke se mogu usvajati ako su prisutni ili predstavljeni Članovi koji imaju zajedno najmanje 50% svih glasačkih prava u Društvu.

Ako se Skupština ne može održati zbog nedostatka kvoruma, ponovo se saziva sa istim dnevnim redom; ali rok za sazivanje ponovljene Skupštine ne može biti duži od 15 (petnaest) dana od datuma predložene prve Skupštine.

U slučaju iz prethodnog stava sednica Skupštine se može održati i odluke donositi ako su prisutni odnosno predstavljeni Članovi koji imaju zajedno najmanje 51% svih glasačkih prava u Društvu. Upućivanje na ovu odredbu biće sastavni deo obaveštenja o ponovljenoj Skupštini.

6.4 Nadležnosti Skupštine

Skupština odlučuje o sledećim pitanjima:

1. izmene ovog Ugovora;
2. svaka promena (npr. povećanje i smanjenje) upisanog osnovnog kapitala Društva (uključujući i nove uloge Članova);
3. dodatne uplate Društvu od strane Članova;
4. odluke koje podrazumevaju izmene ukupnih investicija Društva, kako su ustanovljenje u poslovnom planu;
5. statusne promene (npr. pripajanja, spajanja, podele, izdvajanja i druge statusne promene) i promene pravne forme;

The SM may be held and resolutions adopted if Shareholders holding in aggregate at least 50% of all voting rights in the Company are present or represented via proxy.

If the SM cannot be held due to the quorum not being met, the SM shall be reconvened with the same agenda; however the term for the reconvening of the repeated SM shall not be longer than 15 (fifteen) days following the date of the first proposed SM.

The reconvened SM may be held and resolutions adopted if Shareholders holding in total at least 51% of all voting rights in the Company are present or represented via proxy. Reference to this provision shall be included in the notice for such an SM.

6.4 Competences of the Shareholders' Meeting

The Shareholders Meeting shall adopt decisions on the following matters:

1. amendments to this Agreement;
2. any changes (i.e. increase or decrease) to the registered share capital of the Company (including by additional contributions of the Shareholders);
3. additional payments (*dodatne uplate*) to the Company by the Shareholders;
4. resolutions implying a modification to the total investments of the Company, as they were established in the business plan;
5. corporate status changes (*statusne promene*) (e.g. mergers, demergers spin-offs and other business combinations) and change of corporate form;

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| 6. | osnivanje privrednih društava, ulozi u druga privredna društva, sticanje ili prodaja učešća u drugim privrednim društvima; | 6. | incorporation of companies, contributions into other companies, acquisitions or sales of participations in other companies; |
| 7. | sticanje ili raspolaganje imovinom Društva čija nabavna i/ili prodajna i/ili tržišna vrednost u momentu donošenja odluke o tome predstavlja 30% ili više knjigovodstvene vrednosti celokupne imovine Društva na osnovu poslednjeg godišnjeg bilansa stanja (<i>imovina velike vrednosti</i>); | 7. | acquisition or disposal of assets of the Company whose acquiring and/or selling and/or market value in the moment the decision on such acquisition or disposal was made constitutes 30% or more of the book value of all assets of the Company as reported in the last annual balance sheet (high value assets); |
| 8. | sticanje sopstvenih udela u Društvu i povlačenje i poništenje udela; | 8. | acquisition of treasury shares (<i>sopstveni udeli</i>) by the Company and withdrawal and cancellation of such shares; |
| 9. | raspodela dobiti (npr. dividende ili bilo koja druga vrsta dobiti predviđena srpskim zakonima) Članovima; | 9. | distribution of profits (i.e. dividends or any other kind of profits provided under Serbian laws) to the Shareholders; |
| 10. | usvajanje finansijskih izveštaja; | 10. | adoption of the financial statements; |
| 11. | imenovanju internog revizora ili revizora Društva i potvrđivanju njihovih nalaza i mišljenja, naknade ili druge uslove njihovog angažovanja; | 11. | appointment of internal auditors or independent auditors of the Company, and their remuneration and other conditions of their engagement; |
| 12. | izboru i razrešenju Direktora; | 12. | appointment and removal of the Directors; |
| 13. | visini naknada i bonusa Direktorima; | 13. | remuneration and bonuses amount for the Directors; |
| 14. | postavljanje i razrešavanje lica koja će biti ovlašćena da zastupaju Društvo sa ili bez ograničenja kao i promene u njihovim ovlašćenjima za zastupanje; | 14. | appointment and removal of persons authorised to represent the Company with or without limitations and changes to their powers of representation; |
| 15. | davanje i opoziv prokure i poslovnog punomoćja za Društvo i sve ogranke Društva; | 15. | the granting and revocation of statutory power of attorney and commercial powers of attorney for Company or any Company's branch; |

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| <p>16. davanje odobrenja na pravne poslove Člana, odnosno Direktora i drugih lica, u skladu sa Zakonom o privrednim društvima;</p> | <p>16. approval of legal transactions of the Shareholders, Directors and other persons in accordance with the Companies Act;</p> |
| <p>17. odobrenje poslovnog plana i godišnji budžet, kao i sve izmene istih;</p> | <p>17. approval of the business plan and annual budget and any amendment thereto;</p> |
| <p>18. odobrenje za izdavanje garancija za obaveze trećih lica ili davanje zajmova od strane Društva bilo kom licu;</p> | <p>18. approval of issuance of any guarantee for obligations of third parties or granting of any loan by the Company to any person;</p> |
| <p>19. obrazovanju i zatvaranju ogranka, predstavništva i drugih organizacionih jedinica Društva;</p> | <p>19. the establishment and dissolution of branches, representation offices or other organizational units of the Company;</p> |
| <p>20. donošenje poslovnika o svom radu ili pravila o radu ili operativnim pitanjima Direktora;</p> | <p>20. adoption of the rules of operation of SM or rules on operational matter for the Directors;</p> |
| <p>21. likvidacija Društva ili pokretanje stečaja, reorganizacije, zatvaranja ili sličnih postupaka; i</p> | <p>21. liquidation of the Company or initiation of insolvency, reorganization, winding-up or similar procedures; and</p> |
| <p>22. odlučivati o ostalim pitanjima koja su kao nadležnost Skupštine određena u ovom Ugovoru ili Ugovoru članova društva.</p> | <p>22. decide on other matters designated by this Agreement or the Shareholders Agreement as the competence of the SM.</p> |

6.5 Većina

O svim pitanjima iz svoje nadležnosti Skupština po pravilu odlučuje običnom većinom prisutnih glasova, osim u slučaju kada je drugačije predviđeno Zakonom o privrednim društvima.

Pisana odluka koju potpišu svi Članovi biće jednako validna i delotvorna kao i odluka usvojena na sednici Skupštine.

6.5 Majority

The SM shall decide validly on all matters within its competence with a simple majority of present votes cast, except when otherwise provided under the Companies Act.

A written resolution signed by all the Shareholders shall be as valid and effective as a resolution passed at a session of the SM.

Isključuje se primena pravila o raspolaganju imovinom velike vrednosti u skladu sa članom 473 Zakona o privrednim društvima.

7. DIREKTORI

7.1 Sastav

Upravljanje Društvom je jednodomo i vršiće ga direktori ("**Direktori**").

Broj Direktora biće određen odlukom Skupštine.

Ako se broj Direktora smanji ispod broja koji je određen odlukom Skupštine, preostali Direktori dužni su da bez odlaganja o tome obaveste Skupštinu. Do imenovanja novog Direktora, ostali Direktori će nastaviti da zastupaju i vode poslove Društva u okvirima svoje nadležnosti.

Direktori će voditi poslove Društva zajednički.

Skupština može da usvoji akte kojima će detaljnije regulisati prava, obaveze i dužnosti Direktora kao i druga pitanja u vezi sa radom Direktora.

7.2 Izbor i smena

Skupština bira i smenjuje Direktore. Direktori mogu biti smenjeni u bilo koje doba, bez obzira na razloge smene i bez bilo kakve odgovornosti Društva prema njima.

7.3 Nadležnosti Direktora

Ukoliko ovaj Ugovor ili Zakon o privrednim društvima izričito ne navode koji je organ Društva nadležan za odlučivanje povodom određenog pitanja, za takva pitanja će biti nadležni Direktori.

Rules on high asset value disposals (raspolaganje imovinom velike vrednosti) shall not apply to the Company pursuant to Article 473 of the Companies Act.

7. DIRECTORS

7.1 Composition

The Company's management shall be single tier and shall be conducted by the directors (the "**Directors**").

The number of the Directors shall be determined by the SM's resolution.

If the number of the Directors falls below the number determined by the SM's resolution, the remaining Directors shall promptly inform the SM thereof. Until the SM appoints a new Director, the remaining Directors shall continue to represent and manage the Company within the scope of their competence.

The Directors shall manage the Company jointly.

The SM may adopt bylaws that will elaborate the Directors' rights, obligations and duties as well as other matters relating to the Directors operations.

7.2 Appointment and Removal

The SM appoints and removes the Directors. The Director can be removed for any reason at any time without any liability of the Company towards the removed Director.

7.3 Competences of the Directors

If this Agreement or the Companies Act does not explicitly determine which corporate body of the Company is competent for deciding on a specific matter, such matter shall be in the competence of the Directors.

Direktori će:

1. voditi poslove Društva u skladu sa ovim Ugovorom i Zakonom o privrednim društvima;
2. sprovoditi odluke Skupštine;
3. utvrđivati dan koji će biti relevantan za određivanje prava Članova da glasaju, učestvuju u raspodeli dobiti i ostala prava Članova;
4. obezbediti da poslovanje Društva, održavanje finansijskih, komercijalnih i ostalih izveštaja i dokumentacije, finansijsko izveštavanje i unutrašnja revizija budu u skladu sa merodavnim pravom;
5. podneti predloge Skupštini da usvoji odluku o svakom povećanju ili smanjenju upisanog osnovnog kapitala, zahtev za bilo kojim zajmom ili drugim finansiranjem ili bilo koji oblik garancije od strane Članova; i
6. odlučivati o ostalim pitanjima koja su u ovom određena kao nadležnost Direktora.

8. ZASTUPANJE

8.1 Ovlašćeni zastupnici

Svaki Direktor može da zastupa Društvo u unutrašnjem i spoljnotrgovinskom prometu. Ograničenja zastupničkih ovlašćenja Direktora biće utvrđenja odlukom Skupštine o imenovanju Direktora. Zastupnička ovlašćenja Direktora i njihova ograničenja biće uneta u Registar privrednih društava.

The Directors shall:

1. manage the business of the Company in accordance with this Agreement and the Companies Act;
2. implement the decisions of the SM;
3. fix the relevant date for determining the Shareholders' rights to vote, participate in profit distribution and other rights of the Shareholders;
4. ensure that the business of the Company, the maintenance of financial, commercial and other records and documentation, financial reporting, and internal audit complies with applicable laws;
5. submit proposals to the SM to adopt a decision on any increase or reduction of the registered share capital, request of any loan or other financing or any form of guarantee from the Shareholders; and
6. decide on other matters designated by this as being within their scope of competence.

8. REPRESENTATION

8.1 Authorised Representatives

Each Director shall be entitled to represent the Company in domestic and foreign transactions. Restrictions of Directors' representation authority shall be determined by the SM's decision on appointment of the Directors. Directors' representation authority and restrictions to such authority will be registered with the Companies Register.

Skupština može ovlastiti i druga lica da zastupaju Društvo, sa ili bez ograničenja, ili promeniti trenutna ovlašćenja za zastupanje Društva.

Svi ovlašćeni zastupnici Društva biće uredno registrovani u nadležnom registru privrednih subjekata. U slučaju promene zastupanja Društva, izmene ovog Ugovora neće biti neophodne.

8.2 Prokura

Skupština može dati pojedinačnu ili zajedničku prokuru jednom ili više lica.

Prokurista ne može preneti prokuru na drugo lice.

Skupština može opozvati prokuru u svako doba bez obzira na razlog opoziva i bez odgovornosti Društva prema prokuristi.

9. FINANSIJSKI IZVEŠTAJI

9.1 Finansijsko izveštavanje

Finansijski izveštaji Društva biće sačinjeni i pripremljeni u skladu sa:

- i. opšte prihvaćenim principima računovodstva u Srbiji koji su propisani Zakonom o računovodstvu; i
- ii. Međunarodnim računovodstvenim standardima ili Međunarodnim standardima finansijskog izveštavanja.

9.2 Prava pregleda poslovnih knjiga

The SM can appoint other persons who shall be authorised to represent the Company with our without limitations or change the current authorizations to represent the Company.

All authorised representatives of the Company shall be duly registered in the competent companies' register. In case of changes of representation of the Company, amendments to this Agreement shall not be necessary.

8.2 Statutory Power of Attorney

The SM can grant an individual or joint statutory power of attorney to one or more persons.

A holder of a statutory power of attorney cannot transfer that statutory power of attorney to another person.

The SM can revoke a statutory power of attorney at any time for any reason without any liability of the Company towards the holder of the statutory power of attorney.

9. FINANCIAL STATEMENTS

9.1 Financial Reporting

The Company's financial statements shall be audited and prepared in accordance with:

- i. Serbian generally accepted accounting principles as set forth in Law on Accounting; and
- ii. International Accounting Standards or International Financial Reporting Standards.

9.2 Inspection Rights

Svaki Član će imati pravo da posredstvom svojih revizora ili drugih konsultanata pregleda račune, knjige i finansijske, komercijalne, tehničke, pravne i druge dokumente Društva, pod uslovom da Društvu i drugom Članu dostavi o tome obaveštenje dve (2) nedelje pre takve provere i da se time ne remeti redovno poslovanje Društva.

10. MERODAVNO PRAVO

Ovaj Ugovor i odnosi između Članova će biće uređeni i tumačeni u skladu sa zakonima Republike Srbije.

11. PRELAZNE I ZAVRŠNE ODREDBE

11.1 Stupanje na snagu

Ovaj Ugovor stupa na snagu i obavezuje Članove od dana potpisivanja od strane svih Članova.

11.2 Izmene

Bilo koja izmena ili dopuna ovog Ugovora biće obavezujuća za Članove samo ako je (i) sačinjena u pisanom obliku, (ii) potpisana od strane svakog Člana i (iii) punovažno usvojena od strane Skupštine u skladu sa ovim Ugovorom. Bilo koje izmene ili dopune ovog Ugovora ne moraju da budu overene od strane nadležnog suda ili javnog beležnika, niti notarski obrađene.

11.3 Ugovor članova Društva

Ugovorom članova Društva, između ostalog, može biti regulisan prenos udela, obim prava iz udela, prava prečeg sticanja i posebna prava Članova u vezi sa prenosom udela, dozvoljeni prenosi udela, kao i način izvršenja prenosa udela.

Each Shareholder shall be entitled to have accounts, books and financial, commercial, technical, legal or other documents of the Company inspected by its own auditors or other consultants, subject to the notice period of two (2) weeks provided to the Company and other Shareholders and provided that this inspection does not interfere with the ordinary course of Company's business.

10. GOVERNING LAW

This Agreement and the relationship between the Shareholders shall be governed by, and interpreted in accordance with, the law of the Republic of Serbia.

11. MISCELLANEOUS

11.1 Effectiveness

The Agreement shall be effective and binding upon the Shareholders as of the date of signing by all Shareholders.

11.2 Amendments

Any amendments or supplements to this Agreement shall be binding upon the Shareholders only if (i) made in writing, (ii) executed by each Shareholder, and (iii) duly adopted by the SM according to this Agreement. Any amendments or supplements to this Agreement do not need to be certified before a competent court or notary public or notarised.

11.3 Shareholders' Agreement

The Shareholders' Agreement may, inter alia, govern the transfer of shares, extent of rights arising out of shares, pre-emption rights and special rights for the Shareholders relating to transfer of shares, permitted share transfers and the method of exercising the respective transfer.

11.4 **Postojeći organi Društva**

Postojeći organi Društva će nastaviti da posluju do izbora ili obrazovanja novih organa Društva u skladu sa ovim Ugovorom.

11.5 **Troškovi**

Osim ako se Članovi drugačije ne sporazumeju, svaki Član snosi troškove i poreze koje je imao u vezi sa pregovorima i izvršavanjem ovog Ugovora.

11.6 **Prećutno odricanje**

Nijedno propuštanje bilo kojeg Člana da izvrši i nijedno kašnjenje u vršenju bilo kog prava na osnovu ovog Ugovora, neće se smatrati kao odricanje od tog prava, niti će nijedno jedino ili delimično vršenje takvog prava prekludirati bilo koje drugo ili dodatno vršenje takvog prava ili bilo kog drugog prava.

11.7 **Odvojivost**

Nepunovažnost ili neizvršivost bilo koje odredbe ovog Ugovora neće uticati na punovažnost ili izvršivost ostalih odredbi ovog Ugovora na bilo koji način. Ukoliko bilo koja odredba ovog Ugovora bude proglašena nepunovažnom ili neizvršivom, takva odredba biće zamenjena punovažnom i izvršivom odredbom koja odgovara svrsi odnosno nepunovažne odnosno neizvršive odredbe.

11.8 **Merodavna verzija i primerci**

Ovaj Ugovor biće sačinjen u bilo kom broju istovetnih primeraka na srpskom i na engleskom jeziku. U slučaju neslaganja verzije na engleskom i srpskom jeziku, verzija Ugovora na srpskom jeziku će biti merodavna.

11.4 **Existing Corporate Bodies**

The existing corporate bodies of the Company shall continue to operate until the appointment or establishment of the new corporate bodies of the Company according to this Agreement.

11.5 **Costs**

Unless otherwise agreed by the Shareholders, each Shareholder shall bear the costs and taxes it has incurred in respect of the negotiation and execution of this Agreement.

11.6 **No Implied Waiver**

No failure on the part of any of the Shareholders to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11.7 **Severability**

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement. Should any provision of this Agreement be declared invalid or unenforceable, such provision shall be substituted by a provision that is valid, enforceable and suitable to carry out the intent of such invalid or unenforceable provision.

11.8 **Prevailing Version and Copies**

This Agreement is made in any number of counterparts in the Serbian and the English language. In the event of a discrepancy between the English and Serbian language versions, the Serbian language version of this Agreement shall prevail.

-strana sa potpisima sledi-

-the signature page follows-

[*uneti*], dana [*uneti datum*]

[*insert*], on this [*insert date*]

BRATISLAV KRSTIĆ

GORAN ŠIMBOVSKI

NEBOJŠA SIMIĆ

STRAHINJA STANKOVIĆ

WY GROUP A.S.

Igor Strečko
direktor / director

Igor Strečko
po specijalnom punomoćju / under the special
power of attorney

Prilog 1.1

Pravila tumačenja

1. Upućivanje na članove, podčlanove, paragrafe, delove paragrafa, priloge i dodatke smatra se upućivanjem na članove, podčlanove, paragrafe, delove paragrafa, priloge i dodatke ovog Ugovora.
2. U ovom Ugovoru, gde kontekst to zahteva, termini definisani u jednini imaju uporedivo značenje kad se koriste u množini i obrnuto i oni koji se koriste u muškom rodu imaju uporedivo značenje kad se koriste u ženskom rodu i obrnuto.
3. Upućivanje na bilo koji zakon, regulativu ili zakonsku odredbu smatraće se kao upućivanje na taj zakon, regulativu ili zakonsku odredbu kakva je bila usvojena, ili izmenjena i dopunjena ili ponovo usvojena.
4. Upućivanje na "**lice**" uključuje bilo koje fizičko ili pravno lice, privredno društvo ili drugi organ privrednog društva, vlade, države ili državne agencije, lokalne samouprave ili vladinog tela ili bilo koji zajednički poduhvat, udruženje ili ortakluk (u svakom slučaju, bez obzira da li ima ili nema pravni subjektivitet).
5. Naslovi, odredbe preambule i nazivi služe samo radi lakšeg čitanja i ne utiču na tumačenje Ugovora.
6. Upućivanje na pisani jezik uključuje bilo koji oblik čitkog i trajnog oblika reprodukcije reči.

Schedule 1.1

Rules of Interpretation

1. References to Clauses, sub-Clauses, paragraphs, sub-paragraphs, Schedules and Attachments are to Clauses, sub-Clauses, paragraphs, sub-paragraphs of and Schedules and Attachments to, this Agreement.
2. In this Agreement, where the context so requires, the terms defined in the singular shall have the comparable meaning when used in the plural and *vice versa* and those used in the masculine shall have the comparable meaning when used in the feminine and *vice-versa*.
3. A reference to any law, regulation, statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re enacted.
4. References to a "**person**" shall be construed so as to include any natural or legal person, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (in each such case whether or not having separate legal personality).
5. Headings, recitals and titles are for convenience only and do not affect the interpretation of this Agreement.
6. References to writing shall include any modes of reproducing words in a legible and non-transitory form.

7. Generični pojmovi neće biti tumačene na način kojim se sužava opštost njihovog značenja iz razloga što su praćeni primerima koji treba da budu obuhvaćeni njihovim opštim značenjem.
 8. Upućivanje na "**Član**", ili "**Članove**" obuhvata i svakog dozvoljenog pravnog sledbenika ili dozvoljenog sticaoca udela tog Člana.
 9. Reči "**uključuje**" ili "**uključujući**" biće tumačene bez ograničavanja.
 10. Reč "**prenos**" znači svaki prenos pravnog ili ekonomskog vlasništva na, ili neposredna ili posredna promena kontrole na udelu sa jednog lica na drugo lice, nezavisno od toga da li je taj prenos rezultat ugovora, odluke suda, sudskog ili vansudskog poravnanja, primene zakona, singularne ili univerzalne sukcesije, sa ili bez naknade ili na drugi način. "**Prenos udela**" uključuje, naročito i bez ograničavanja, prenos neposredne ili posredne kontrole nad bilo kojim Članom ili nad povezanom licu Člana koji ima udeo (neposredno ili posredno) na drugo lice. Upućivanje na "**povezano lice**" bilo kog lica znači bilo koje "**zavisno društvo**" tog lica ili "**kontrolno društvo**" tog lica ili bilo koje drugo zavisno društvo tog kontrolnog društva, a u tu svrhu "**zavisno društvo**" znači lice koje je kontrolisano od strane tog lica i "**kontrolno društvo**" znači lice koje kontroliše to lice, i "**kontrola**" znači moć da se upravlja licem i njegovom politikom bilo na osnovu vlasništva na udelu u osnovnom kapitalu, na osnovu ugovora ili na drugi način.
7. General words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by those general words.
 8. References to a "**Shareholder**", or the "**Shareholders**" shall be construed as to include each of the permitted successors and permitted assigns of the relevant Shareholder.
 9. The terms "**include**" and "**including**" shall be construed without limitation.
 10. The term "**transfer**" means any transfer of legal or beneficial ownership in, or direct or indirect change of control over a share from one person to another person, irrespective of whether such transfer occurs as a result of an agreement, court ruling, court or out of court settlement, by operation of law, by way of single or universal succession, for or without consideration or otherwise. A "**transfer of a share**" shall, in particular, without limitation, also include the transfer of direct or indirect control over any Shareholder or any of its affiliates holding (directly or indirectly) any share to another person. Reference to an "**affiliate**" of any person shall mean any "**subsidiary**" of that person or a "**holding company**" of that person or any other subsidiary of that holding company, and for such purpose "**subsidiary**" shall mean a person controlled by that person and "**holding company**" shall mean a person controlling that person and "**control**" shall mean the power to direct the management and policies of a person whether through the ownership of shares, by contract or otherwise.

11. Upućivanje na bilo koji ugovor, sporazum ili drugi dokument se smatra upućivanjem na sadašnju relevantnu verziju tog dokumenta, sa svim izmenama i dopunama.

11. References to any agreement, any contract or any other document, such reference shall be interpreted and understood as a reference to the current relevant version of such document, as may be amended from time to time.

Prilog 10.2b / Schedule 10.2b
Nacrt novog osnivačkog akta Društva sticaoca /
Draft of New Articles of Association of the Acquiring Entity

U skladu sa članovima 11. i 139. - 244. Zakona o privrednim društvima Republike Srbije (Službeni glasnik Republike Srbije, br. 36/2011, 99/2011, 83/2014, 5/2015 i 44/2018)

In accordance with the Articles 11 and 139-244 of the Companies Act (Official Gazette of the Republic of Serbia, no. 36/2011, 99/2011, 83/2014, 5/2015 and 44/2018)

WY Group a.s.;

WY Group a.s.;

g. Bratislav Krstić;

Mr. Bratislav Krstić;

g. Goran Šimbovski;

Mr. Goran Šimbovski;

g. Nebojša Simić;

Mr. Nebojša Simić;

i

and

g. Strahinja Stanković

Mr. Strahinja Stanković

zaključuju sledeći

Enter into following

UGOVOR O OSNIVANJU

ARTICLES OF ASSOCIATION OF

Webglobe, d.o.o. Niš

Webglobe, d.o.o. Niš

1. OSNOVNE ODREDBE

1.1 Pravila tumačenja i prilozi

U ovom Ugovoru i Prilozima, kao i svakom dodatku Prilozima, primenjivaće se pravila tumačenja definisana u **Prilogu 1.1** (Pravila tumačenja), osim gde kontekst zahteva drugačije.

Prilozi i svaki dodatak Prilozima predstavljaju sastavni deo ovog Ugovora tako da sadržaj bilo kog Priloga i dodataka prilozima ima istu pravnu snagu i posledice kao da je taj sadržaj u celosti sadržan u samom tekstu ovog Ugovora.

1.2 Priroda Ugovora

Ovim Ugovorom osniva se privredno društvo Webglobe, d.o.o. Niš ("**Društvo**"). Ugovor predstavlja osnivački akt Društva.

Društvo je osnovano radi obavljanja delatnosti navedenih u članu 3. ove Odluke u cilju sticanja dobiti i to u pravnoj formi društva sa ograničenom odgovornošću.

1.3 Pravna forma, pravna i poslovna sposobnost i odgovornost

Društvo je privredno društvo organizovano u pravnoj formi društva sa ograničenom odgovornošću.

Društvo je pravno lice koje ima pravnu i poslovnu sposobnost. Društvo ima pravo da zaključuje ugovore, sve druge pravne poslove i preuzima sve radnje u najvećem obimu koji je dopušten po pravu Republike Srbije

1. GENERAL PROVISIONS

1.1 Rules of Interpretation and Schedules

In this Agreement and the Schedules and any attachments to Schedules, and save where the context otherwise requires, the rules of interpretation and construction set out in **Schedule 1.1** (*Rules of Interpretation*) shall apply.

The Schedules and any attachments to the Schedules shall form an integral part of this Agreement, and the contents of such Schedules and attachments to the Schedules shall have the same force and effect as if such contents had been set out in the body of this Agreement in full.

1.2 Character of the Agreement

By means of this Agreement the company Webglobe, d.o.o. Niš (the "**Company**") is established. This Agreement constitutes the articles of association (*osnivački akt*) of the Company.

The Company is established for the purpose of performing the business activities stipulated in Article 3 of this Decision with the aim of gaining profit and in the legal form of a limited liability company.

1.3 Corporate Form, Capacity and Liability

The Company is a business organization organised as a limited liability company.

The Company is a legal entity with legal and business capacity. The Company is entitled to enter into all agreements, all other legal transactions and undertake all actions to the fullest extent permitted under the laws of the Republic of Serbia

Društvo odgovara za svoje obaveze celokupnom svojom imovinom. Članovi neće odgovarati za obaveze i odgovornosti Društva.

1.4 Trajanje Društva

Društvo je osnovano i obavljaće delatnost na neodređeno vreme.

1.5 Članovi

Članovi Društva su:

6. **WY Group a.s** sa sedištem na adresi Stará Prievozská 2, 821 09 Bratislava, Slovačka, registrovanim pod brojem. 52486567.
7. **g. Bratislav Krstić**, JMBG 0211959730017, rođen 2. novembra 1959. godine, sa prebivalištem na adresi Mokranjčeva 79/33, Niš;
8. **g. Goran Šimbovski**, JMBG 1903954730062, rođen 19. marta 1954. godine, sa prebivalištem na adresi Učitelj Tasina 12/38, Niš;
9. **g. Nebojša Simić**, JMBG 2905973860046, rođen 29. maja 1973. godine, sa prebivalištem na adresi Veljka Vlahovića 22/5, Pančevo; i
10. **g. Strahinja Stanković**, JMBG 1601967730022, rođen 16. januara 1967. godine, sa prebivalištem na adresi Vojvođanska 3, Niš.

1.6 Organi Društva

Organi Društva su:

3. skupština ("**Skupština**"), i

The Company shall be liable for all its obligations with all of its assets. The Shareholders shall not be liable for any of the Company's obligations and liabilities.

1.4 Term of Incorporation

The Company is incorporated and shall operate for an indefinite period of time.

1.5 Shareholders

The Shareholders of the Company are:

6. **WY Group a.s** having its seat at Stará Prievozská 2, 821 09 Bratislava, Slovakia, with corporate / commercial ID no. 52486567.
7. **Mr. Bratislav Krstić**, personal ID no. (JMBG) 0211959730017, born on November 2, 1959, with residence at the address Mokranjčeva 79/33, Niš;
8. **Mr. Goran Šimbovski**, personal ID no. (JMBG) 1903954730062, born on March 19, 1954, with residence at the address Učitelj Tasina 12/38, Niš;
9. **Mr. Nebojša Simić**, personal ID no (JMBG) 2905973860046, born on May 29, 1973, with residence at the address Veljka Vlahovića 22/5, Pančevo; and
10. **Mr. Strahinja Stanković**, personal ID no. (JMBG) 1601967730022, born on January 16, 1967, with residence at the adress Vojvođanska 3, Niš.

1.6 Corporate Bodies

The Company shall have the following corporate bodies:

3. the shareholders meeting (the "**SM**"), and

4. direktori ("**Direktori**").
- 2. POSLOVNO IME I SEDIŠTE**
- 2.1 **Puno i skraćeno poslovno ime**
- Društvo posluje pod punim poslovnim imenom:
- Webglobe, d.o.o. Niš;
- Skraćeno poslovno ime Društva glasi:
- Webglobe, d.o.o.
- 2.2 **Sedište Društva**
- Sedište Društva nalazi se u: Bulevar Nemanjića PC zona 3 L K4 25, Niš, Republika Srbija.
- Društvo može osnivati ogranke, predstavništva i druge organizacione jedinice u Srbiji i inostranstvu u skladu sa merodavnim pravom.
- 3. DELATNOST DRUŠTVA**
- 3.1 **Pretežna i ostala poslovna delatnost**
- Pretežna delatnost Društva je:
- 63.11 Obrada podataka, hosting i sl.;**
- Društvo može obavljati i sve druge delatnosti u najvećem obimu koji je dopušten po merodavnom pravu.
- 3.2 **Spoljnotrgovinska delatnost**
- Društvo ima pravo da zaključuje i izvršava sve poslove spoljnotrgovinskog prometa ili usluge u spoljnotrgovinskom prometu u najvećem obimu koji je dopušten po merodavnom pravu.
- 4. OSNOVNI KAPITAL I ULOZI**

4. the directors (the "**Directors**").
- 2. BUSINESS NAME AND SEAT**
- 2.1 **Full and Abbreviated Business Name**
- The Company operates under the following full business name:
- Webglobe, d.o.o. Niš;
- The Company also operates under the following abbreviated business name:
- Webglobe, d.o.o.
- 2.2 **Seat of the Company**
- The seat of the Company shall be located at: Bulevar Nemanjića PC zona 3 L K4 25, Niš, Republic of Serbia.
- The Company may establish branches, representative offices and all other organisational units in Serbia and abroad in accordance with applicable laws.
- 3. BUSINESS OF THE COMPANY**
- 3.1 **Principal and Other Business Activity**
- The principal business activity of the Company is:
- 63.11 Data processing, hosting and related activities;**
- The Company may also perform all other business activities to the fullest extent permitted by applicable laws.
- 3.2 **Foreign Transactions**
- The Company shall be entitled to enter into and perform all foreign trade and service transactions to the fullest extent permitted by applicable laws.
- 4. SHARE CAPITAL AND CONTRIBUTIONS**

4.1 Osnovni kapital Društva

Ukupan osnovni kapital Društva na dan potpisivanja i overe ovog Ugovora iznosi kako sledi:

- i. upisan novčani kapital iznosi:
4.208.255,60 RSD
- ii. uplaćeni novčani kapital iznosi:
4.208.255,60 RSD.

Osnovni kapital Društva sastoji se samo od novčanog kapitala, koji je u celosti uplaćen.

4.2 Povećanje i smanjenje osnovnog kapitala

Osnovni kapital Društva može se povećati:

- (I) novim ulozima Člana;
- (II) pretvaranjem rezervi i dobiti Društva u osnovni kapital;
- (III) pretvaranjem potraživanja prema Društvu u osnovni kapital Društva (konverzija duga u kapital);
- (IV) pretvaranjem dodatnih uplata Članova u osnovni kapital Društva; i
- (V) na bilo koji drugi način koji je predviđen Zakonom o privrednim društvima.

Osnovni kapital Društva može se smanjiti zbog razloga i na način koji je predviđen Zakonom o privrednim društvima. Društvo će obezbediti da osnovni kapital Društva uvek prelazi iznos minimalnog osnovnog kapitala propisanog Zakonom o privrednim društvima.

4.3 Dodatne uplate u kapital

4.1 Company's Share Capital

The total share capital of the Company on the date on which this Agreement is executed and certified is as follows:

- i. registered monetary capital is:
RSD 4,208,255.60
- ii. paid-in monetary capital is:
RSD 4,208,255.60

The Company's share capital is comprised solely of monetary capital, which has been fully paid-in.

4.2 Increase and Decrease of the Share Capital

The Company's share capital shall be increased by:

- (I) additional contributions of the Shareholders;
- (II) conversion of reserves or earnings of the Company into the share capital;
- (III) conversion of the receivables owed to the Company into its share capital (debt for equity swap);
- (IV) conversion of additional payments the Shareholders make into the share capital of the Company; and
- (V) any other manner provided for under the Companies Act.

The share capital of the Company can be decreased on the grounds and in the manner determined by the Companies Act. The Company shall always ensure that its share capital exceeds the minimum threshold for the share capital stipulated by the Companies Act.

4.3 Additional Payments into Capital

Skupština može donositi odluke o dodatnim uplatama Članova kojima se ne povećava osnovni kapital Društva u skladu sa članom 178. Zakona o privrednim društvima.

5. OSNOVNI KAPITAL, ULOZI I UDELI ČLANOVA DRUŠTVA

5.1 Ulozi i udeli Članova

Članovi su vlasnici sledećih udela u osnovnom kapitalu Društva:

1. WY Group a.s je vlasnik 96% udela u osnovnom kapitalu Društva, koji odgovara:
 - i. upisanom novčanom osnovnom kapitalu od:
4.039.925,376 RSD; i
 - ii. uplaćenom novčanom osnovnom kapitalu od:
4.039.925,376 RSD.
2. g. Krstić je vlasnik 1% udela u osnovnom kapitalu Društva, koji odgovara:
 - i. upisanom novčanom osnovnom kapitalu od:
42.082,556 RSD; i
 - ii. uplaćenom novčanom osnovnom kapitalu od:
42.082,556 RSD;
3. g. Šimbovski je vlasnik 1% udela u osnovnom kapitalu Društva, koji odgovara:
 - i. upisanom novčanom osnovnom kapitalu od:
42.082,556 RSD; i

The SM can adopt resolutions on additional payments (*dodatne uplate*) of the Shareholders which do not increase the Company's share capital in accordance with Article 178 of the Companies Act.

5. SHARES AND CONTRIBUTIONS OF THE SHAREHOLDERS

5.1 Shares of the Shareholders

The Shareholders own the following shares in the share capital of the Company:

1. WY Group a.s owns a 96% share in the share capital of the Company that corresponds to:
 - i. registered monetary share capital of:
RSD 4,039,925.376; and
 - ii. paid-in monetary share capital of:
RSD 4,039,925.376.
2. Mr. Krstić owns a 1% share in the share capital of the Company that corresponds to:
 - i. registered monetary share capital of:
RSD 42,082.556; and
 - ii. paid-in monetary share capital of:
RSD 42,082.556;
3. Mr. Šimbovski owns a 1% share in the share capital of the Company that corresponds to:
 - i. registered monetary share capital of:
RSD 42,082.556; and

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| <ul style="list-style-type: none"> ii. uplaćenom novčanom osnovnom kapitalu od:
42.082,556 RSD; | <ul style="list-style-type: none"> ii. paid-in monetary share capital of:
RSD 42,082.556 |
| <ul style="list-style-type: none"> 4. g. Simić je vlasnik 1% udela u osnovnom kapitalu Društva, koji odgovara: <ul style="list-style-type: none"> i. upisanom novčanom osnovnom kapitalu od:
42.082,556 RSD; i ii. uplaćenom novčanom osnovnom kapitalu od:
42.082,556 RSD. | <ul style="list-style-type: none"> 4. Mr. Simić owns a 1% share in the share capital of the Company that corresponds to: <ul style="list-style-type: none"> i. registered monetary share capital of:
RSD 42,082.556; and ii. paid-in monetary share capital of:
RSD 42,082.556. |
| <ul style="list-style-type: none"> 5. g. Stanković je vlasnik 1% udela u osnovnom kapitalu Društva, koji odgovara: <ul style="list-style-type: none"> i. upisanom novčanom osnovnom kapitalu od:
42.082,556 RSD; i ii. uplaćenom novčanom osnovnom kapitalu od:
42.082,556 RSD. | <ul style="list-style-type: none"> 5. Mr. Stanković owns a 1% share in the share capital of the Company that corresponds to: <ul style="list-style-type: none"> i. registered monetary share capital of:
RSD 42,082.556; and ii. paid-in monetary share capital of:
RSD 42,082.556 |

5.2 Prava Članova

Članovi imaju sledeća prava na osnovu svojih udela:

1. Pravo pristupa pravnim aktima i drugim dokumentima i informacijama u vezi Društva, osim članova g Krstića, g. Šimbovskog, g. Simića i g. Stankovića;
2. Pravo učešća u radu Skupštine, osim članova g Krstića, g. Šimbovskog, g. Simića i g. Stankovića;

5.2 Shareholders' Rights

Shareholders have the following rights deriving from their shares:

1. Right to access legal acts and other documents and information of the Company, except for the shareholders Mr Krstić, Mr Šimbovski, Mr Simić and Mr Stanković;
2. Right to participate in the meeting of the SM, except for the shareholders Mr Krstić, Mr Šimbovski, Mr Simić and Mr Stanković;

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| 3. Pravo glasa u Skupštini koje je srazmerno uplaćenim udelima Članova u ukupno uplaćenom osnovnom kapitalu Društva u vreme ostvarivanja ovog prava; | 3. Right to vote in the Shareholders Meeting which corresponds to the participation of the Shareholders' paid-in shares in the total amount of paid-in share capital of the Company in the moment of exercising the respective right; |
| 4. Pravo na isplatu dobiti (npr. dividende ili bilo koja vrsta dobiti koja je predviđena u pravom Republike Srbije) koju je Društvo ostvarilo; | 4. Right to receive profits (i.e. dividends or any other kind of profits provided under Serbian Law) generated by the Company; |
| 5. Pravo učešća u raspodeli likvidacionog viška po likvidaciji Društva, a nakon isplate poverilaca, koje je srazmerno uplaćenim udelima Članova u ukupno uplaćenom osnovnom kapitalu Društva u vreme ostvarivanja ovog prava; | 5. Right to participate in the allocation of liquidation surplus based on the liquidation of the Company and upon the settlement of creditors, which corresponds to the participation of the Shareholders' paid-in shares in the total amount of paid-in share capital of the Company in the moment of exercising the respective right; |
| 6. Pravo prečeg sticanja udela, osim članova g Krstića, g. Šimbovskog, g. Simića i g. Stankovića; | 6. Pre-emption rights, except for the shareholders Mr Krstić, Mr Šimbovski, Mr Simić and Mr Stanković; |
| 7. Pravo prenosa udela u skladu sa Zakonom o privrednim društvima, ovim Ugovorom i odredbama Ugovora članova društva; | 7. Right to transfer shares in accordance with the Companies' Act, this Agreement and terms and conditions of the Shareholders Agreement; |
| 8. Druga prava u skladu sa zakonom. | 8. Other rights in accordance with the law. |

Nijedan član neće imati pravo da založi ili ustanovi drugo sredstvo obezbeđenja na svom udelu u Društvu (odnosno bilo kojem delu udela), bez prethodnog odobrenja Skupštine. Ukoliko Skupština odobri ustanovljenje sredstva obezbeđenja na udelu u Društvu, takvo odobrenje se neće smatrati odobrenjem za bilo koji prenos udela.

6. SKUPŠTINA

6.1 Sastav

Skupštinu čine Članovi.

Člana koji je pravno lice u radu Skupštine predstavlja njegov zastupnik ili punomoćnik.

U slučaju da Član učestvuje u Skupštini preko punomoćnika, taj Član će izdati punomoćje. Punomoćje može biti dato za pojedinačnu sednicu Skupštine ili za određeni vremenski period.

Punomoćje se daje u pisanoj formi, a može se dati i elektronskim putem pod uslovom da se obezbedi autentičnost te izjave.

Punomoćje će se dostaviti punomoćniku i u sedište Društva.

Punomoćje se daje za jednu sednicu Skupštine, a važi i za ponovljenu sednicu Skupštine koja je odložena zbog nedostatka kvoruma, vremena ili iz drugih razloga, osim ako je punomoćjem drugačije određeno.

6.2 Dnevni red i operativna pitanja

Skupština radi i odlučuje o pitanjima iz svog delokruga na sednicama Skupštine. Sednice Skupštine se održavaju kao redovne i vanredne sednice.

No Shareholder shall be entitled to pledge or perfect any security interest over its share in the Company (or part of such share), unless the Shareholders Meeting approves the perfection of a security interest over such share. If the Shareholders Meeting approves the perfection of such security interest, this approval shall not be deemed as approval for any share transfer.

6. SHAREHOLDERS MEETING

6.1 Composition

The SM consists of Shareholders.

The Shareholder that is a legal entity is represented in the SM by its representative or via proxy.

In the event the Shareholder participates in the SM via its proxy, the respective Shareholder will issue a power of attorney. The power of attorney can be issued for a single meeting of the SM or for a definite period of time.

The power of attorney shall be issued in writing or in electronic form provided that authenticity of such statement is provided.

The power of attorney shall be delivered to the proxy and to the seat of the Company.

The power of attorney is valid for one Shareholders Meeting and reconvened Shareholders Meeting which was postponed due to a lack of quorum, time or otherwise, unless respective power of attorney states otherwise.

6.2 Operational Matters

The SM shall operate and adopt resolutions within its competence at the SM meetings. The SM meetings shall be held as annual and extraordinary meetings.

Redovna sednica Skupštine se održava jednom godišnje u roku koji je predviđen Zakonom o privrednim društvima. Sednica Skupštine koja se održava između dve redovne sednice Skupštine predstavlja vanrednu sednicu Skupštine.

Svaki Direktor može utvrditi dan, vreme i mesto održavanja Skupštine i saziva sednicu Skupštine.

Skupština se može održati u sedištu Društva ili na bilo kom drugom pogodnom mestu. Sednice Skupštine se mogu održati i putem video i/ili telefonske konferencijske veze, ako se nijedan Član tome ne protivi.

Skupština se saziva pisanim pozivom upućenim svakom Članu na adresu o kojoj je Član obavestio Društvo. Poziv može biti upućen i elektronskom poštom.

Pisani poziv za sednicu Skupštine se dostavlja svakom Članu najkasnije 10 (deset) dana pre dana održavanja sednice Skupštine.

Skupština odlučuje o pitanjima navedenim u dnevnom redu i o pitanjima koje predloži bilo koji Član koji je o tome obavestio Društvo najkasnije tri (3) dana pre dana održavanja sednice Skupštine. Kao izuzetak u odnosu na prethodnu rečenicu, pitanje se može uvrstiti u dnevni red ako se nijedan Član ne protivi raspravi i glasanju o njima.

Sednica Skupštine može biti održana čak i ako odredbe Zakona o privrednim društvima o sazivanju i odredbe ovog člana 6.2 nisu bile poštovane, ako se sa tim saglase većina prisutnih Članova.

The annual SM meeting shall be held once a year, within the statutory deadline provided under the Companies Act. The SM meetings held between two annual SM meetings shall represent extraordinary SM meetings.

Any Director can determine the day, time and place of the SM meeting and convene the respective meeting.

The SM may be held at the seat of the Company or in another appropriate place. The SM meeting may be held by a video and/or call conference, if none of the Shareholders object.

The SM shall be convened by a written notice delivered to each Shareholder at the address the Shareholder notifies to the Company. Such notice can be also made by electronic mail.

The written notice for the SM meeting has to be delivered not later than 10 (ten) days before the date when the SM meeting will be held.

The SM decides on matters designated in the agenda and on matters proposed by any Shareholder who informed the Company on this issue not later than three (3) days before the SM's meeting. As an exception to the foregoing sentence, a matter may be included in the agenda if none of the Shareholders objects to the discussion and voting on such matter.

Sessions of the SM may be held even if the provisions of the Companies Act on convocation and provisions of this Clause 6.2 have not been complied with, if a majority of the Shareholders present agree on that.

Svaki Član može glasati podnošenjem pisanog dokumenta, koji sadrži njegovu odluku o glasanju po pitanjima navedenim u predloženom dnevnom redu sednice. Ovakav način glasanja je valjan, samo ako drugi Član primi pomenuti dokument pre održavanja odgovarajuće sednice Skupštine.

Svaka odluka Skupštine se može doneti i van sednice ukoliko je potpišu svi Članovi sa pravom glasa o tom pitanju.

6.3 Kvorum

Skupština se može punovažno održati i odluke se mogu usvajati ako su prisutni ili predstavljeni Članovi koji imaju zajedno najmanje 50% svih glasačkih prava u Društvu.

Ako se Skupština ne može održati zbog nedostatka kvoruma, ponovo se saziva sa istim dnevnim redom; ali rok za sazivanje ponovljene Skupštine ne može biti duži od 15 (petnaest) dana od datuma predložene prve Skupštine.

U slučaju iz prethodnog stava sednica Skupštine se može održati i odluke donositi ako su prisutni odnosno predstavljeni Članovi koji imaju zajedno najmanje 51% svih glasačkih prava u Društvu. Upućivanje na ovu odredbu biće sastavni deo obaveštenja o ponovljenoj Skupštini.

6.4 Nadležnosti Skupštine

Skupština odlučuje o sledećim pitanjima:

23. izmene ovog Ugovora;

Each Shareholder may vote by a written document, which contains its decision on voting on the matters set out in the proposed agenda for the session concerned. This kind of voting is valid only if such document is received by the other Shareholder before the SM session is held.

The SM may adopt its resolutions even without holding the meeting, provided that such resolutions are signed by all Shareholders which are entitled to vote on the subject matter.

6.3 Quorum

The SM may be held and resolutions adopted if Shareholders holding in aggregate at least 50% of all voting rights in the Company are present or represented via proxy.

If the SM cannot be held due to the quorum not being met, the SM shall be reconvened with the same agenda; however the term for the reconvening of the repeated SM shall not be longer than 15 (fifteen) days following the date of the first proposed SM.

The reconvened SM may be held and resolutions adopted if Shareholders holding in total at least 51% of all voting rights in the Company are present or represented via proxy. Reference to this provision shall be included in the notice for such an SM.

6.4 Competences of the Shareholders' Meeting

The Shareholders Meeting shall adopt decisions on the following matters:

23. amendments to this Agreement;

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| 24. svaka promena (npr. povećanje i smanjenje) upisanog osnovnog kapitala Društva (uključujući i nove uloge Članova); | 24. any changes (i.e. increase or decrease) to the registered share capital of the Company (including by additional contributions of the Shareholders); |
| 25. dodatne uplate Društvu od strane Članova; | 25. additional payments (<i>dodatne uplate</i>) to the Company by the Shareholders; |
| 26. odluke koje podrazumevaju izmene ukupnih investicija Društva, kako su ustanovljene u poslovnom planu; | 26. resolutions implying a modification to the total investments of the Company, as they were established in the business plan; |
| 27. statusne promene (npr. pripajanja, spajanja, podele, izdvajanja i druge statusne promene) i promene pravne forme; | 27. corporate status changes (<i>statusne promene</i>) (e.g. mergers, demergers spin-offs and other business combinations) and change of corporate form; |
| 28. osnivanje privrednih društava, ulazi u druga privredna društva, sticanje ili prodaja učešća u drugim privrednim društvima; | 28. incorporation of companies, contributions into other companies, acquisitions or sales of participations in other companies; |
| 29. sticanje ili raspolaganje imovinom Društva čija nabavna i/ili prodajna i/ili tržišna vrednost u momentu donošenja odluke o tome predstavlja 30% ili više knjigovodstvene vrednosti celokupne imovine Društva na osnovu poslednjeg godišnjeg bilansa stanja (<i>imovina velike vrednosti</i>); | 29. acquisition or disposal of assets of the Company whose acquiring and/or selling and/or market value in the moment the decision on such acquisition or disposal was made constitutes 30% or more of the book value of all assets of the Company as reported in the last annual balance sheet (high value assets); |
| 30. sticanje sopstvenih udela u Društvu i povlačenje i poništenje udela; | 30. acquisition of treasury shares (<i>sopstveni udeli</i>) by the Company and withdrawal and cancellation of such shares; |
| 31. raspodela dobiti (npr. dividende ili bilo koja druga vrsta dobiti predviđena srpskim zakonima) Članovima; | 31. distribution of profits (i.e. dividends or any other kind of profits provided under Serbian laws) to the Shareholders; |
| 32. usvajanje finansijskih izveštaja; | 32. adoption of the financial statements; |

- | | |
|--|---|
| 33. imenovanju internog revizora ili revizora Društva i potvrđivanju njihovih nalaza i mišljenja, naknade ili druge uslove njihovog angažovanja; | 33. appointment of internal auditors or independent auditors of the Company, and their remuneration and other conditions of their engagement; |
| 34. izboru i razrešenju Direktora; | 34. appointment and removal of the Directors; |
| 35. visini naknada i bonusa Direktorima; | 35. remuneration and bonuses amount for the Directors; |
| 36. postavljanje i razrešavanje lica koja će biti ovlašćena da zastupaju Društvo sa ili bez ograničenja kao i promene u njihovim ovlašćenjima za zastupanje; | 36. appointment and removal of persons authorised to represent the Company with or without limitations and changes to their powers of representation; |
| 37. davanje i opoziv prokure i poslovnog punomoćja za Društvo i sve ogranke Društva; | 37. the granting and revocation of statutory power of attorney and commercial powers of attorney for Company or any Company's branch; |
| 38. davanje odobrenja na pravne poslove Člana, odnosno Direktora i drugih lica, u skladu sa Zakonom o privrednim društvima; | 38. approval of legal transactions of the Shareholders, Directors and other persons in accordance with the Companies Act; |
| 39. odobrenje poslovnog plana i godišnji budžet, kao i sve izmene istih; | 39. approval of the business plan and annual budget and any amendment thereto; |
| 40. odobrenje za izdavanje garancija za obaveze trećih lica ili davanje zajmova od strane Društva bilo kom licu; | 40. approval of issuance of any guarantee for obligations of third parties or granting of any loan by the Company to any person; |
| 41. obrazovanju i zatvaranju ogranka, predstavništva i drugih organizacionih jedinica Društva; | 41. the establishment and dissolution of branches, representation offices or other organizational units of the Company; |
| 42. donošenje poslovnika o svom radu ili pravila o radu ili operativnim pitanjima Direktora; | 42. adoption of the rules of operation of SM or rules on operational matter for the Directors; |

43. likvidacija Društva ili pokretanje stečaja, reorganizacije, zatvaranja ili sličnih postupaka; i
44. odlučivati o ostalim pitanjima koja su kao nadležnost Skupštine određena u ovom Ugovoru ili Ugovoru članova društva.

6.5 Većina

O svim pitanjima iz svoje nadležnosti Skupština po pravilu odlučuje običnom većinom prisutnih glasova, osim u slučaju kada je drugačije predviđeno Zakonom o privrednim društvima.

Pisana odluka koju potpišu svi Članovi biće jednako validna i delotvorna kao i odluka usvojena na sednici Skupštine.

Isključuje se primena pravila o raspolaganju imovinom velike vrednosti u skladu sa članom 473 Zakona o privrednim društvima.

7. DIREKTORI

7.1 Sastav

Upravljanje Društvom je jednodomo i vršiće ga direktori ("**Direktori**").

Broj Direktora biće određen odlukom Skupštine.

Ako se broj Direktora smanji ispod broja koji je određen odlukom Skupštine, preostali Direktori dužni su da bez odlaganja o tome obaveste Skupštinu. Do imenovanja novog Direktora, ostali Direktori će nastaviti da zastupaju i vode poslove Društva u okvirima svoje nadležnosti.

43. liquidation of the Company or initiation of insolvency, reorganization, winding-up or similar procedures; and
44. decide on other matters designated by this Agreement or the Shareholders Agreement as the competence of the SM.

6.5 Majority

The SM shall decide validly on all matters within its competence with a simple majority of present votes cast, except when otherwise provided under the Companies Act.

A written resolution signed by all the Shareholders shall be as valid and effective as a resolution passed at a session of the SM.

Rules on high asset value disposals (raspolaganje imovinom velike vrednosti) shall not apply to the Company pursuant to Article 473 of the Companies Act.

7. DIRECTORS

7.1 Composition

The Company's management shall be single tier and shall be conducted by the directors (the "**Directors**").

The number of the Directors shall be determined by the SM's resolution.

If the number of the Directors falls below the number determined by the SM's resolution, the remaining Directors shall promptly inform the SM thereof. Until the SM appoints a new Director, the remaining Directors shall continue to represent and manage the Company within the scope of their competence.

Direktori će voditi poslove Društva zajednički.

Skupština može da usvoji akte kojima će detaljnije regulisati prava, obaveze i dužnosti Direktora kao i druga pitanja u vezi sa radom Direktora.

7.2 Izbor i smena

Skupština bira i smenjuje Direktore. Direktori mogu biti smenjeni u bilo koje doba, bez obzira na razloge smene i bez bilo kakve odgovornosti Društva prema njima.

7.3 Nadležnosti Direktora

Ukoliko ovaj Ugovor ili Zakon o privrednim društvima izričito ne navode koji je organ Društva nadležan za odlučivanje povodom određenog pitanja, za takva pitanja će biti nadležni Direktori.

Direktori će:

7. voditi poslove Društva u skladu sa ovim Ugovorom i Zakonom o privrednim društvima;
8. sprovoditi odluke Skupštine;
9. utvrđivati dan koji će biti relevantan za određivanje prava Članova da glasaju, učestvuju u raspodeli dobiti i ostala prava Članova;
10. obezbediti da poslovanje Društva, održavanje finansijskih, komercijalnih i ostalih izveštaja i dokumentacije, finansijsko izveštavanje i unutrašnja revizija budu u skladu sa merodavnim pravom;

The Directors shall manage the Company jointly.

The SM may adopt bylaws that will elaborate the Directors' rights, obligations and duties as well as other matters relating to the Directors operations.

7.2 Appointment and Removal

The SM appoints and removes the Directors. The Director can be removed for any reason at any time without any liability of the Company towards the removed Director.

7.3 Competences of the Directors

If this Agreement or the Companies Act does not explicitly determine which corporate body of the Company is competent for deciding on a specific matter, such matter shall be in the competence of the Directors.

The Directors shall:

7. manage the business of the Company in accordance with this Agreement and the Companies Act;
8. implement the decisions of the SM;
9. fix the relevant date for determining the Shareholders' rights to vote, participate in profit distribution and other rights of the Shareholders;
10. ensure that the business of the Company, the maintenance of financial, commercial and other records and documentation, financial reporting, and internal audit complies with applicable laws;

11. podneti predloge Skupštini da usvoji odluku o svakom povećanju ili smanjenju upisanog osnovnog kapitala, zahtev za bilo kojim zajmom ili drugim finansiranjem ili bilo koji oblik garancije od strane Članova; i
12. odlučivati o ostalim pitanjima koja su u ovom određena kao nadležnost Direktora.

8. ZASTUPANJE

8.1 Ovlašćeni zastupnici

Svaki Direktor može da zastupa Društvo u unutrašnjem i spoljnotrgovinskom prometu. Ograničenja zastupničkih ovlašćenja Direktora biće utvrđena odlukom Skupštine o imenovanju Direktora. Zastupnička ovlašćenja Direktora i njihova ograničenja biće uneta u Registar privrednih društava.

Skupština može ovlastiti i druga lica da zastupaju Društvo, sa ili bez ograničenja, ili promeniti trenutna ovlašćenja za zastupanje Društva.

Svi ovlašćeni zastupnici Društva biće uredno registrovani u nadležnom registru privrednih subjekata. U slučaju promene zastupanja Društva, izmene ovog Ugovora neće biti neophodne.

8.2 Prokura

Skupština može dati pojedinačnu ili zajedničku prokuru jednom ili više lica.

Prokurista ne može preneti prokuru na drugo lice.

11. submit proposals to the SM to adopt a decision on any increase or reduction of the registered share capital, request of any loan or other financing or any form of guarantee from the Shareholders; and
12. decide on other matters designated by this as being within their scope of competence.

8. REPRESENTATION

8.1 Authorised Representatives

Each Director shall be entitled to represent the Company in domestic and foreign transactions. Restrictions of Directors' representation authority shall be determined by the SM's decision on appointment of the Directors. Directors' representation authority and restrictions to such authority will be registered with the Companies Register.

The SM can appoint other persons who shall be authorised to represent the Company with or without limitations or change the current authorizations to represent the Company.

All authorised representatives of the Company shall be duly registered in the competent companies' register. In case of changes of representation of the Company, amendments to this Agreement shall not be necessary.

8.2 Statutory Power of Attorney

The SM can grant an individual or joint statutory power of attorney to one or more persons.

A holder of a statutory power of attorney cannot transfer that statutory power of attorney to another person.

Skupština može opozvati prokuru u svako doba bez obzira na razlog opoziva i bez odgovornosti Društva prema prokuristi.

9. FINANSIJSKI IZVEŠTAJI

9.1 Finansijsko izveštavanje

Finansijski izveštaji Društva biće sačinjeni i pripremljeni u skladu sa:

- i. opšte prihvaćenim principima računovodstva u Srbiji koji su propisani Zakonom o računovodstvu; i
- ii. Međunarodnim računovodstvenim standardima ili Međunarodnim standardima finansijskog izveštavanja.

9.2 Prava pregleda poslovnih knjiga

Svaki Član će imati pravo da posredstvom svojih revizora ili drugih konsultanata pregleda račune, knjige i finansijske, komercijalne, tehničke, pravne i druge dokumente Društva, pod uslovom da Društvu i drugom Članu dostavi o tome obaveštenje dve (2) nedelje pre takve provere i da se time ne remeti redovno poslovanje Društva.

10. MERODAVNO PRAVO

Ovaj Ugovor i odnosi između Članova će biće uređeni i tumačeni u skladu sa zakonima Republike Srbije.

11. PRELAZNE I ZAVRŠNE ODREDBE

11.1 Stupanje na snagu

The SM can revoke a statutory power of attorney at any time for any reason without any liability of the Company towards the holder of the statutory power of attorney.

9. FINANCIAL STATEMENTS

9.1 Financial Reporting

The Company's financial statements shall be audited and prepared in accordance with:

- i. Serbian generally accepted accounting principles as set forth in Law on Accounting; and
- ii. International Accounting Standards or International Financial Reporting Standards.

9.2 Inspection Rights

Each Shareholder shall be entitled to have accounts, books and financial, commercial, technical, legal or other documents of the Company inspected by its own auditors or other consultants, subject to the notice period of two (2) weeks provided to the Company and other Shareholders and provided that this inspection does not interfere with the ordinary course of Company's business.

10. GOVERNING LAW

This Agreement and the relationship between the Shareholders shall be governed by, and interpreted in accordance with, the law of the Republic of Serbia.

11. MISCELLANEOUS

11.1 Effectiveness

Ovaj Ugovor stupa na snagu i obavezuje Članove od dana potpisivanja od strane svih Članova i overe od strane javnog beležnika.

11.2 Izmene

Bilo koja izmena ili dopuna ovog Ugovora biće obavezujuća za Članove samo ako je (i) sačinjena u pisanom obliku, (ii) potpisana od strane svakog Člana i (iii) punovažno usvojena od strane Skupštine u skladu sa ovim Ugovorom. Bilo koje izmene ili dopune ovog Ugovora ne moraju da budu overene od strane nadležnog suda ili javnog beležnika, niti notarski obrađene.

11.3 Ugovor članova Društva

Ugovorom članova Društva, između ostalog, može biti regulisan prenos udela, obim prava iz udela, prava prečeg sticanja i posebna prava Članova u vezi sa prenosom udela, dozvoljeni prenosi udela, kao i način izvršenja prenosa udela.

11.4 Postojeći organi Društva

Postojeći organi Društva će nastaviti da posluju do izbora ili obrazovanja novih organa Društva u skladu sa ovim Ugovorom.

11.5 Troškovi

Osim ako se Članovi drugačije ne sporazumeju, svaki Član snosi troškove i poreze koje je imao u vezi sa pregovorima i izvršavanjem ovog Ugovora.

11.6 Prećutno odricanje

The Agreement shall be effective and binding upon the Shareholders as of the date of signing by all Shareholders and notarization by the notary public.

11.2 Amendments

Any amendments or supplements to this Agreement shall be binding upon the Shareholders only if (i) made in writing, (ii) executed by each Shareholder, and (iii) duly adopted by the SM according to this Agreement. Any amendments or supplements to this Agreement do not need to be certified before a competent court or notary public or notarised.

11.3 Shareholders' Agreement

The Shareholders' Agreement may, inter alia, govern the transfer of shares, extent of rights arising out of shares, pre-emption rights and special rights for the Shareholders relating to transfer of shares, permitted share transfers and the method of exercising the respective transfer.

11.4 Existing Corporate Bodies

The existing corporate bodies of the Company shall continue to operate until the appointment or establishment of the new corporate bodies of the Company according to this Agreement.

11.5 Costs

Unless otherwise agreed by the Shareholders, each Shareholder shall bear the costs and taxes it has incurred in respect of the negotiation and execution of this Agreement.

11.6 No Implied Waiver

Nijedno propuštanje bilo kojeg Člana da izvrši i nijedno kašnjenje u vršenju bilo kog prava na osnovu ovog Ugovora, neće se smatrati kao odricanje od tog prava, niti će nijedno jedino ili delimično vršenje takvog prava prekludirati bilo koje drugo ili dodatno vršenje takvog prava ili bilo kog drugog prava.

11.7 **Odvojivost**

Nepunovažnost ili neizvršivost bilo koje odredbe ovog Ugovora neće uticati na punovažnost ili izvršivost ostalih odredbi ovog Ugovora na bilo koji način. Ukoliko bilo koja odredba ovog Ugovora bude proglašena nepunovažnom ili neizvršivom, takva odredba biće zamenjena punovažnom i izvršivom odredbom koja odgovara svrsi odnosno nepunovažne odnosno neizvršive odredbe.

11.8 **Merodavna verzija i primerci**

Ovaj Ugovor biće sačinjen u bilo kom broju istovetnih primeraka na srpskom i na engleskom jeziku. U slučaju neslaganja verzije na engleskom i srpskom jeziku, verzija Ugovora na srpskom jeziku će biti merodavna.

-strana sa potpisima sledi-

No failure on the part of any of the Shareholders to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11.7 **Severability**

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement. Should any provision of this Agreement be declared invalid or unenforceable, such provision shall be substituted by a provision that is valid, enforceable and suitable to carry out the intent of such invalid or unenforceable provision.

11.8 **Prevailing Version and Copies**

This Agreement is made in any number of counterparts in the Serbian and the English language. In the event of a discrepancy between the English and Serbian language versions, the Serbian language version of this Agreement shall prevail.

-the signature page follows-

[*uneti*], dana [*uneti datum*]

[*insert*], on this [*insert date*]

BRATISLAV KRSTIĆ

GORAN ŠIMBOVSKI

NEBOJŠA SIMIĆ

STRAHINJA STANKOVIĆ

WY GROUP A.S.

Igor Strečko
direktor / director

Igor Strečko
po specijalnom punomoćju / under the special
power of attorney

Prilog 1.1

Pravila tumačenja

1. Upućivanje na članove, podčlanove, paragrafe, delove paragrafa, priloge i dodatke smatra se upućivanjem na članove, podčlanove, paragrafe, delove paragrafa, priloge i dodatke ovog Ugovora.
2. U ovom Ugovoru, gde kontekst to zahteva, termini definisani u jednini imaju uporedivo značenje kad se koriste u množini i obrnuto i oni koji se koriste u muškom rodu imaju uporedivo značenje kad se koriste u ženskom rodu i obrnuto.
3. Upućivanje na bilo koji zakon, regulativu ili zakonsku odredbu smatraće se kao upućivanje na taj zakon, regulativu ili zakonsku odredbu kakva je bila usvojena, ili izmenjena i dopunjena ili ponovo usvojena.
4. Upućivanje na "**lice**" uključuje bilo koje fizičko ili pravno lice, privredno društvo ili drugi organ privrednog društva, vlade, države ili državne agencije, lokalne samouprave ili vladinog tela ili bilo koji zajednički poduhvat, udruženje ili ortakluk (u svakom slučaju, bez obzira da li ima ili nema pravni subjektivitet).
5. Naslovi, odredbe preambule i nazivi služe samo radi lakšeg čitanja i ne utiču na tumačenje Ugovora.
6. Upućivanje na pisani jezik uključuje bilo koji oblik čitkog i trajnog oblika reprodukcije reči.

Schedule 1.1

Rules of Interpretation

1. References to Clauses, sub-Clauses, paragraphs, sub-paragraphs, Schedules and Attachments are to Clauses, sub-Clauses, paragraphs, sub-paragraphs of and Schedules and Attachments to, this Agreement.
2. In this Agreement, where the context so requires, the terms defined in the singular shall have the comparable meaning when used in the plural and *vice versa* and those used in the masculine shall have the comparable meaning when used in the feminine and *vice-versa*.
3. A reference to any law, regulation, statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re enacted.
4. References to a "**person**" shall be construed so as to include any natural or legal person, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (in each such case whether or not having separate legal personality).
5. Headings, recitals and titles are for convenience only and do not affect the interpretation of this Agreement.
6. References to writing shall include any modes of reproducing words in a legible and non-transitory form.

7. Generični pojmovi neće biti tumačene na način kojim se sužava opštost njihovog značenja iz razloga što su praćeni primerima koji treba da budu obuhvaćeni njihovim opštim značenjem.
 8. Upućivanje na "**Član**", ili "**Članove**" obuhvata i svakog dozvoljenog pravnog sledbenika ili dozvoljenog sticaoca udela tog Člana.
 9. Reči "**uključuje**" ili "**uključujući**" biće tumačene bez ograničavanja.
 10. Reč "**prenos**" znači svaki prenos pravnog ili ekonomskog vlasništva na, ili neposredna ili posredna promena kontrole na udelu sa jednog lica na drugo lice, nezavisno od toga da li je taj prenos rezultat ugovora, odluke suda, sudskog ili vansudskog poravnanja, primene zakona, singularne ili univerzalne sukcesije, sa ili bez naknade ili na drugi način. "**Prenos udela**" uključuje, naročito i bez ograničavanja, prenos neposredne ili posredne kontrole nad bilo kojim Članom ili nad povezanom licu Člana koji ima udeo (neposredno ili posredno) na drugo lice. Upućivanje na "**povezano lice**" bilo kog lica znači bilo koje "**zavisno društvo**" tog lica ili "**kontrolno društvo**" tog lica ili bilo koje drugo zavisno društvo tog kontrolnog društva, a u tu svrhu "**zavisno društvo**" znači lice koje je kontrolisano od strane tog lica i "**kontrolno društvo**" znači lice koje kontroliše to lice, i "**kontrola**" znači moć da se upravlja licem i njegovom politikom bilo na osnovu vlasništva na udelu u osnovnom kapitalu, na osnovu ugovora ili na drugi način.
7. General words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by those general words.
 8. References to a "**Shareholder**", or the "**Shareholders**" shall be construed as to include each of the permitted successors and permitted assigns of the relevant Shareholder.
 9. The terms "**include**" and "**including**" shall be construed without limitation.
 10. The term "**transfer**" means any transfer of legal or beneficial ownership in, or direct or indirect change of control over a share from one person to another person, irrespective of whether such transfer occurs as a result of an agreement, court ruling, court or out of court settlement, by operation of law, by way of single or universal succession, for or without consideration or otherwise. A "**transfer of a share**" shall, in particular, without limitation, also include the transfer of direct or indirect control over any Shareholder or any of its affiliates holding (directly or indirectly) any share to another person. Reference to an "**affiliate**" of any person shall mean any "**subsidiary**" of that person or a "**holding company**" of that person or any other subsidiary of that holding company, and for such purpose "**subsidiary**" shall mean a person controlled by that person and "**holding company**" shall mean a person controlling that person and "**control**" shall mean the power to direct the management and policies of a person whether through the ownership of shares, by contract or otherwise.

11. Upućivanje na bilo koji ugovor, sporazum ili drugi dokument se smatra upućivanjem na sadašnju relevantnu verziju tog dokumenta, sa svim izmenama i dopunama.

11. References to any agreement, any contract or any other document, such reference shall be interpreted and understood as a reference to the current relevant version of such document, as may be amended from time to time.