

NACRT/DRAFT

## UGOVOR O STATUSNOJ PROMENI PRIPAJANJA

Društva **MULTICARD d.o.o. Beograd**, ul Mihaila Pupina 10B sa matičnim brojem: 20580372, kao društva Prenosioca, društvu **PAYTEN d.o.o. Beograd** iz Beograda, ul. ul Mihaila Pupina 10B/II, mat. br. 21349038 kao društvu Sticaocu

Zaključen u Beogradu između:

**PAYTEN d.o.o. Beograd** iz Beograda, ul Mihaila Pupina 10B/II, mat. br. 21349038 koga zastupaju direktori Miljan Mališ i Nenad Subotić (u daljem tekstu: „**Sticalac**“)

**MULTICARD d.o.o. Beograd**, ul Mihaila Pupina 10B sa matičnim brojem: 20580372, koga zastupaju direktori Nikola Ružić i Srđan Dželebdžić, direktor (u daljem tekstu: „**Prenosilac**“)

### Uvodne odredbe

Ugovorne strane saglasno konstatuju:

- Da je Društvo **PAYTEN d.o.o. Beograd** kao Sticalac jedini član sa 100% vlasništva udela u društvu **MULTICARD d.o.o. Beograd** kao Prenosiocu.
- Da je skupština društva **PAYTEN d.o.o. Beograd** dana \_\_\_\_\_.g donela odluku kojom se odobrava sprovođenje statusne promene pripajanja društva **MULTICARD d.o.o. Beograd**, društvu **PAYTEN d.o.o. Beograd**, i odobravanju nacrtu ovog Ugovora o statusnoj promeni pripajanja.
- Da je skupština društva **MULTICARD d.o.o. Beograd** dana \_\_\_\_\_.g donela odluku kojom se odobrava sprovođenje statusne promene pripajanja društva **MULTICARD d.o.o. Beograd**, društvu **PAYTEN d.o.o. Beograd** i odobravanju nacrtu ovog Ugovora o statusnoj promeni pripajanja.

## AGREEMENT ON THE STATUS CHANGE OF MERGER

of Company **MULTICARD d.o.o. Beograd**, Mihaila Pupina 10B, with registration No. 20580372, as the Transferring Company, to the Company **PAYTEN d.o.o. Beograd** from Belgrade, Mihaila Pupina 10B/II, registration No. 21349038, as the Acquiring Company

entered into in Belgrade between:

**PAYTEN d.o.o. Beograd** from Belgrade, Mihaila Pupina 10B/II, registration No. 21349038, represented by directors Miljan Mališ and Nenad Subotić (hereinafter: „**the Acquirer**“)

**MULTICARD d.o.o. Beograd**, Mihaila Pupina 10B, with registration No.: 20580372, represented by directors Nikola Ružić and Srđan Dželebdžić, director (hereinafter: „**the Transferor**“)

### The recitals

The Parties acknowledge the following:

- that the Company **PAYTEN d.o.o. Beograd**, as the Acquirer, is the only member with 100% ownership share in the Company **MULTICARD d.o.o. Beograd** as the \_\_\_\_\_ Transferor.
- that the assembly of the Company **PAYTEN d.o.o. Beograd** on \_\_\_\_\_ made the decision to approve the implementation of the status change of merger of the Company **MULTICARD d.o.o. Beograd**, to the Company **PAYTEN d.o.o. Beograd**, and the approval of the draft of this Agreement on the status change of merger.
- that on \_\_\_\_\_ the assembly of the Company **MULTICARD d.o.o. Beograd** made the decision to approve the implementation of the status change of merger of the Company **MULTICARD d.o.o. Beograd**, to the Company **PAYTEN d.o.o. Beograd**, and the approval of the draft of this Agreement on the status change of merger.

## Predmet i cilj ugovora

### Član 1

Predmet ovog ugovora jeste pripajanje Prenosioca društva **MULTICARD d.o.o. Beograd**, koje je kontrolisano društvo, Sticaocu društvu **PAYTEN d.o.o. Beograd**, koje je kontrolno društvo-osnivač i jedni član sa 100% vlasništva udela u društvu **Multicard d.o.o. Beograd** i to tako što Prenosilac prenosi svoju celokupnu imovinu Sticaocu i prestaje sa postojanjem bez sprovođenja likvidacije, dok Sticalac nastavlja sa postojanjem (dalje: pripajanje).

Cilj ugovora je pripajanje Prenosioca Sticaocu, tako da celokupna imovina Prenosioca bude preneti na Sticaoca, pri čemu Prenosilac prestaje sa postojanjem.

Pripajanje se vrši pod uslovima iz ovog ugovora.

Kako je Sticalac osnivač i jedni član Prenosioca ovim Pripajanjem neće doći do povećanja osnovnog kapitala i preuzimanje članova Prenosioca.

Sastavni deo ovog ugovora čini i sledeći prilog:

- Prilog 1: Specifikacija Prava i obaveze Prenosioca koje se prenose na Sticaoca sa njihovim vrednostima.

## Pretpostavke pripajanja

### Član 2

Ugovorne strane saglasno konstatuju da su ispunjene zakonom predviđene pretpostavke za pripajanje kako sledi:

- Nacrt ovog ugovora je sačinjen dana 17.06.2019.g. i da isti je usvojen od strane direktora Sticaoca odlukom od 17.06.2019.g. i odlukom Direktora Prenosioca od 17.06.2019.g. kao i da je tekst nacrta identičan sa ovim ugovorom;
- Da je Odlukom Direktora Sticaoca od 17.06.2019.g. i odlukom Direktora Prenosioca od 17.06.2019.g. predloženo da se osnivački Akt Sticaoca ne menja obzirom da usled ovog Pripajanja ne dolazi do promene u kapitalu, vlasničkoj strukturi, organima upravljanja ili do promena drugih podataka iz osnivačkog akta sticaoca definisanih članom 141. ZPD, pa ne postoji pravni osnov za izmenu osnivačkog akta društva sticaoca;

## The Agreement subject and goal

### Article 1

The subject of this Agreement is the merger of the Transferor, the company **MULTICARD d.o.o. Beograd**, which is the controlled company, to the Acquirer, the company **PAYTEN d.o.o. Beograd**, which is the controlling company - incorporator and the only member with 100% ownership share in the company **Multicard d.o.o. Beograd**, in such a way that the Transferor shall transfer its entire property to the Acquirer, and cease to exist without liquidation, while the Acquirer shall continue to exist (hereinafter: the merger).

The goal of the Agreement is the Transferor's merger with the Acquirer, in such a way that the Transferor's entire property shall be transferred to the Acquirer, while the Transferor shall cease to exist.

The merger shall be conducted under the agreement conditions.

The Acquirer being the incorporator and the only member of the Transferor, this Merger shall not result in any increase of capital assets, or the acceptance of the Transferor's members.

The following enclosure shall also form a constituent part of this Agreement:

- Enclosure 1: The Specification of the Transferor's Rights and Obligations which shall be Transferred to the Acquirer along with their values.

## The merger preconditions

### Article 2

The parties acknowledge that the legally stipulated preconditions for the merger are satisfied, as follows:

- The draft agreement was prepared on 17.06.2019.g. and adopted by the directors of the Acquirer by decision of 17.06.2019.g., and the decision of the Transferor's directors of 17.06.2019.g., and that the draft text is identical to this Agreement;
- That the Decision of the Acquirer's Directors of 17.06.2019.g. and the decision of the Transferor's Directors of 17.06.2019.g. proposed that the Acquirer's Memorandum of Association should not be altered, given that this Merger shall not result in any change of capital, ownership structure, management bodies, or in changes of other data contained in the Acquirer's Memorandum

- Da su ugovorne strane saglasne da se za potrebe ove statusne promene neće pripremati:
  - 1) finansijske izveštaje, sa mišljenjem revizora, sa stanjem na dan koji prethodi danu donošenja odluke skupštine o statusnoj promeni najviše šest meseci;
  - 2) izveštaj revizora o izvršenoj reviziji statusne promene;
  - 3) izveštaj direktora o statusnoj promeni;
- Ugovorne strane su saglasne da se obzirom da je Sticalac osnivač i jedni član Prenosica neće pripremati ni spisak članova društva prenosioca, sa navođenjem nominalne vrednosti njihovih udela.
- Prenosilac nema zaposlenih pa da se samim time ne priprema ni spisak zaposlenih čiji se radni odnos nastavlja u Sticaocu;

## Objavljivanje nacrtu ugovora

### Član 3

Ugovorne strane su objavljivanje nacrtu ovog ugovora izvršile objavom na svojim internet stranicama a objavljivanje nacrtu ovog ugovora je izvršeno i putem Agencije za privredne registre.

Nacrt su ugovorne strane dostavili Agenciji za privredne registre radi objavljivanja na internet stranici tog registra, i to više od 60 dana pre dana održavanja sednica skupština oba društva na kojima su donete odluke o pripajanju, i to:

- Prenosilac je dostavio nacrt ugovora Agenciji za privredne registre dana \_\_\_\_\_ godine.
- Sticalac je dostavio nacrt ugovora Agenciji za privredne registre dana \_\_\_\_\_ godine.

Ugovorne strane konstatuju da su lično obavestili svoje osnivače o vremenu i mestu gde mogu izvršiti uvid u dokumente vezane za Pripajanje a koje po zakonu imaju pravo da traže na uvid a naročito:

- nacrt ugovora o pripajanju;
- predlog odluke skupštine o statusnoj promeni;

of Association, defined by article 141 of the Company Law, and there is no legal basis for altering the Acquiring Company's Memorandum of Association;

- That the parties agree that they shall not, with regard to this status change, prepare the following:
  - 1) financial statements, with the auditor's opinion, with balance on the date preceding the date of the assembly's decision-making on the status change, for no more than six months;
  - 2) an auditor's report on the conducted status change audit;
  - 3) the directors' report on the status change;
- The parties agree that, the Acquirer being the incorporator and the only member of the Transferor, they shall not prepare the list of the Transferor's company members, including the nominal value of their respective shares.
- The Transferor has no employees so that there will be no list of the employees who shall continue working with the Acquirer;

## Draft Agreement Announcement

### Article 3

The parties have announced the draft of this Agreement by posting it on their webpages, and it was also announced by the Business Registers Agency.

The parties submitted the draft to the Business Registers Agency for the purpose of posting it on the Agency's webpage, more than 60 days before the day of holding the meetings of both companies' assemblies in which the decisions on the merger were made, as follows:

- the Transferor submitted the draft agreement to the Business Registers Agency on \_\_\_\_\_.
- the Acquirer submitted the draft agreement to the Business Registers Agency on \_\_\_\_\_.

The parties acknowledge that they have personally notified their incorporators of the time and place where they can inspect the documents relating to the Merger, which they are entitled by law to request for inspection, in particular:

- the merger draft agreement;
- the assembly draft decision on the status change.

## Lično obaveštavanje poverilaca

### Član 4

Ugovorne strane konstatuju da je poveriocima ugovornih strana čija potraživanja iznose najmanje 2.000.000 dinara u protivvrednosti bilo koje valute po srednjem kursu Narodne banke Srbije na dan objave nacrtu ugovora o pripajanju preko Agencije za privredne registre upućeno i lično dostavljeno pisano obaveštenje o sprovođenju statusne promene pripajanju, koje sadrži zakonom propisane elemente iz člana 491 stav 2 Zakona o privrednim društvima 60 dana pre dana održavanja sednice skupštine na kojoj je doneta odluka o pripajanju.

## Posebne okolnosti od značaja za pripajanje

### Član 5

Društvo sticalac je kontrolni član Društva prenosioca po osnovu udela koje ima u Društvu prenosiocu, i to 100% od ukupne vrednosti osnovnog kapitala Društva prenosioca. Ne ugovaraju se posebni uslovi pripajanja, osim onih koji su izričito predviđeni ovim ugovorom.

## Vrednost imovine, odnosno obaveza i način prenosa

### Član 6

Ukupna vrednost imovine Prenosioca koja se prenosi iznosi 15.491.860,00 dinara. U ovu vrednost uračunata je samo aktiva, a nisu uračunate obaveze koje se takođe prenose na Sticaoca, a čija vrednost iznosi 14.286.839,00 dinara.

Datum obračuna vrednosti imovine i obaveza Prenosioca je 31.05.2019.g.

Prava i obaveze Prenosioca koje se prenose na Sticaoca sa njihovim vrednostima, prikazane su u Prilogu 1 ovog Ugovora koji čini sastavni deo ovog ugovora.

Novčana sredstva biće preneti na Sticaoca uplatom sa računa Prenosioca na račun Sticaoca nakon čega će račun Prenosioca biti ugašen.

Pravo svojine na pokretnim stvarima prenosi se na Sticaoca u trenutku predaje stvari Sticaocu. Društvo Prenosilac nema prava svojine na nepokretnostima.

Druga prava prenose se na odgovarajući način predviđen za prenos te vrste prava.

## Notifying the creditors in person

### Article 4

The parties state that the parties' creditors, the claims of which amount to no less than RSD 2,000,000 in the equivalent value in any currency at the mean exchange rate of the National Bank of Serbia on the day of announcement of the draft merger agreement through the Business Registers Agency, received the personally delivered notifications in writing on the implementation of the status change of merger, which includes the legally stipulated elements under article 491 paragraph 2 of the Company Law, 60 days prior to the day of holding the assembly meeting on which the merger decision was made.

## Particular circumstances of importance to the merger

### Article 5

The Acquiring Company is the controlling member of the Transferring Company based on the share of the Transferring Company it possesses, i.e. 100% of the total value of the Transferring Company capital assets.

No particular merger conditions shall be agreed on, except for those explicitly stipulated by this Agreement.

## The value of the assets and liabilities, and the transfer method

### Article 6

The total value of the Transferor's assets being transferred amounts to RSD 15.491.860,00 This value only includes the assets, and excludes the liabilities which are also transferred to the Acquirer, the value of which is RSD 14.286.839,00

The date of accounting the value of the Transferor's assets and liabilities is 31 May 2019.

The Transferor's rights and obligations to be transferred to the Acquirer with their values are set out in Enclosure 1 to this Agreement, which makes an integral part thereof.

The financial assets shall be transferred to the Acquirer by payment from the Transferor's account to the Acquirer's account, after which the Transferor's account shall be closed.

The ownership of movable assets shall be transferred to the Acquirer at the moment of handing the assets over to the Acquirer. The Transferring Company has no real estate title.

The other rights shall be transferred in the manner stipulated for the transfer of those rights.

## Osnovni kapital Ugovornih strana

### Član 7

Osnovni kapital Sticaoca iznosi **3.489.631,00** dinara, upisani i uplaćen novčani kapital.

Osnovni kapital Prenosioca iznosi **72.502.652,08** dinara od čega **24.713.656,77** dinara upisanog i unetog nenovčanog kapitala i **47.788.995,31** upisanog i uplaćenog novčanog kapitala.

Kako je Sticalac osnivač i jedni član Prenosioca ovim pripajanjem, u smislu člana 503 stav 1 tačka 1 Zakona neće doći do povećanja osnovnog kapitala i preuzimanje članova Prenosioca.

Po sprovođenju Pripajanja Osnovni kapital Sticaoca će iznositi **3.489.631,00** dinara, upisani i uplaćen novčani kapital.

Osnivač i jedini član Sticaoca će ostati nepromenjen:

- **ASSECO SOUTH EASTERN EUROPE S.A.** Olchowa 14 Rzeszow Republika Poljska, registrovano u registru Okružnog suda u Rzeszowu XII trgovinsko odeljenje Državnog sudskog registra pod. Reg.br. 0000284571

## Članovi - imaoci posebnih prava

### Član 8

Kako je Sticalac osnivač i jedni član Prenosioca ne postoje članovi Prenosioca koji imaju posebna prava po osnovu svog udela koja zadržavaju i posle upisa pripajanja u registar kod Agencije za privredne registre.

## Prava članova uprave Prenosioca

### Član 9

Danom upisa pripajanja u registar kod Agencije za privredne registre prestaje funkcija direktora Prenosioca koji po osnovu ovog pripajanja nema posebne pogodnosti u Sticaocu.

## Prava zaposlenih

### Član 10

Ugovorne strane konstatuju da društvo Prenosilac nema zaposlenih, pa samim time ne postoje zaposleni kojima će se radni odnos nastaviti kod Sticaoca niti je pripremljen spisak zaposlenih čiji

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## The Parties' capital assets

### Article 7

The capital assets of the Acquirer shall amount to RSD **3.489.631,00** of issued and paid in monetary assets.

The Transferor's capital assets shall amount to RSD **72.502.652,08**, whereof RSD **24.713.656,77** are issued and contributed non-monetary assets, and **47.788.995,31** issued and paid in monetary assets.

The Acquirer being the incorporator and the only member of the Transferor, this merger, in terms of article 503 § 1 item 1 of the Law, shall not result in any increase of the capital assets, or appropriation of the Transferor's members.

After the merger is implemented, the Acquirer's capital assets shall amount to RSD **3.489.631,00** the issued and paid in monetary assets.

The incorporator and the only member of the Acquirer shall remain unchanged:

- **ASSECO SOUTH EASTERN EUROPE S.A.** Olchowa 14 Rzeszow, Republic of Poland, registered in the register of the District Court of Rzeszow, 12<sup>th</sup> trade division of the State Court Register under Reg. No. 0000284571

## The members – holders of special rights

### Article 8

The Acquirer being the incorporator and the only member of the Transferor, there are no Transferor members who have special rights based on their shares which they shall keep following the merger registration in the register of the Business Registers Agency.

## The rights of the Transferor's management members

### Article 9

As of the day of registration of the merger in the register of the Business Registers Agency, the title of the Transferor's directors, who shall have no special benefits with the Acquirer based on this merger, shall cease to exist.

## The employees' rights

### Article 10

The parties state that the Transferring Company has no employees, so that there are no employees whose employment shall continue with the Acquirer, nor has any list been prepared

se radni odnos nastavlja u Sticaocu.

## **Prava i obaveze zasnovani s obzirom na svojstva lica**

### **Član 11**

Ugovorne strane konstatuju da ne postoje prava i obaveze Prenosioca zasnovani na svojstvima ličnosti Prenosioca.

## **Prava poverilaca Ugovornih strana**

### **Član 12**

Ukoliko Poverilac ugovornih strana čije je potraživanje nastalo pre registracije statusne promene u skladu sa zakonom o registraciji u roku od 30 dana od dana objavljivanja obaveštenja iz člana 3 ovog Ugovora od strane njegovog dužnika, osnovano zahteva dobijanje odgovarajuće zaštite putem odvojenog upravljanja imovinom Prenosioca do namirenja potraživanja, Ugovorne strane će u tom slučaju imovinom Ugovornih strana i posle pripajanja upravljati odvojeno, tako što će se računovodstveno voditi posebna evidencija o dobrima u imovini koja su stečena od Prenosioca poveriocima, dugovanjima i potraživanjima, kao i o dobiti koja bude ostvarena korišćenjem imovine jedne i druge ugovorne strane do namirenja potraživanja.

Direktor Sticaoca utvrdiće datum prestanka odvojenog upravljanja imovinom i o tome obavestiti članove društva u roku od osam dana od dana prestanka odvojenog upravljanja.

## **Promene u sastavu organa Sticaoca**

### **Član 13**

Pripajanje ne utiče na broj i sastav direktora, odnosno drugih organa Sticaoca, tako da se u tom delu neće vršiti promena osnivačkog akta niti po ovom osnovu postojeći članovi organa Sticaoca imaju posebnih pogodnosti.

## **Moment preuzimanja prava i obaveza**

### **Član 14**

Danom upisa pripajanja u registar kod Agencije za privredne registre prava i obaveze Društva prenosioca prelaze na Sticaoca, ako zakonom ili ovim ugovorom nije predviđeno drugačije.

## **Datumi od značaja za sprovođenje pripajanja**

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of the employees whose employment shall continue with the Acquirer.

## **The rights and obligations based on the entity's properties**

### **Article 11**

The parties state that there are no rights or obligations of the Transferor based on the properties of the Transferor's entity.

## **The rights of the parties' creditors**

### **Article 12**

If a Creditor of the parties, the claim of which originated prior to registration of the status change in line with the registration law, within 30 days of the day of announcement of the notification under article 3 of this Agreement by their debtor, reasonably requests to obtain a certain kind of security through the separate management of the Transferor's assets until the claim is settled, in that case the Parties shall manage the Parties' assets separately even after the merger, by keeping separate accounting records on the assets acquired by the Transferor to the creditors, the debts and claims, as well as the profit to be realised by the use of both parties' assets until the claim settlement.

The Acquirer's Director shall decide on the date of termination of separate management of the assets and notify the Company members within eight days of separate management termination.

## **Changes in the Acquirer bodies**

### **Article 13**

The merger shall not affect the number and composition of the directors, or the Acquirer's other bodies, so that the Memorandum of Association shall not be altered in that part, nor shall the Acquirer's current body members have any benefits in this respect.

## **The moment of assuming the rights and obligations**

### **Article 14**

As of the date of merger registration with the Business Registers Agency, the rights and obligations of the Transferring Company shall pass to the Acquirer, unless otherwise stipulated by the law or this Agreement.

## **The dates of importance to the merger**

## Član 15

Ugovorne strane saglasno određuju datum od koga prestaju poslovne aktivnosti Prenosioca kao datum podnošenja prijave Agenciji za privredne registre radi upisa statusne promene pripajanja.

Kao datum od koga se poslovne transakcije Prenosica smatraju, u računovodstvene svrhe, poslovnim transakcijama obavljenim u ime i za račun Sticaoca, Ugovorne strane određuju datum 31.05.2019.g.

## Sprovođenje ovog ugovora

### Član 16

Po stupanju na snagu ovog ugovora, i ispunjanja svih zakonskih preuslova direktori Ugovornih strana podneće prijavu Agenciji za privredne registre radi upisa prestanka Prenosica, činjenice pripajanja i promena koje su nastupile usled pripajanja kod Sticaoca.

## Popis imovine

### Član 17

U roku od 30 dana od dana upisa promene u registar kod Agencije za privredne registre izvršiće se popis imovine Ugovornih strana i spravnjenje tako utvrđenog stanja sa stanjem u poslovnim knjigama.

## Sudski i drugi postupci

### Član 18

Direktor Sticaoca obavestiće sudove i druge organe pred kojima se vode postupci u kojima je Prenosilac stranka u postupku, da je ono prestalo da postoji, a da će u postupcima u kojima je to dopušteno, postupak nastaviti Sticalac.

## Izmene osnivačkog akta Društva sticaoca

### Član 19

Ugovorne strane saglasno konstatuju da pošto ovo Pripajanje nema za posledicu:

- promenu člana Sticaoca,
- promenu visine osnovnog kapitala Sticaoca jer u smislu člana 503. stav 1. tačka 1) ZPD, Sticalac ne može povećati svoj osnovni kapital kao rezultat statusne

## Article 15

The parties shall agree on the date from which the Transferor's business activities shall cease as the date of filing the application with the Business Registers Agency for registration of the status change of merger.

The parties have decided on 31 May 2019 as the date from which the Transferor's business transactions shall, for accounting purposes, be deemed transactions performed in the name and for the account of the Acquirer.

## The implementation of this Agreement

### Article 16

After this Agreement has taken effect and all the legal preconditions have been met, the directors of the Parties shall file an application to the Business Registers Agency for registration of the Transferor's winding up, the fact of the merger and the changes in the Acquirer resulting from the merger.

## The assets inventory

### Article 17

Within 30 days of the date of recording the change in the register with the Business Registers Agency, the assets of the Parties shall be listed, and the established balance shall be reconciled with the balance in the business records.

## Court and other proceedings

### Article 18

The Acquirer's director shall notify the courts and other authorities before which proceedings are conducted with the Transferor being one of the parties, that it has ceased to exist, and that in the proceedings where that is allowed, the Acquirer shall replace the Transferor.

## Alterations to the Acquiring Company's Memorandum of Association

### Article 19

The parties acknowledge that, since this merger does not result in:

- Any change of the Acquirer's members,
- Any change in the Acquirer's capital assets amount, as in terms of article 503 § 1 item 1) of the Company Law, the Acquirer may not increase their capital

promene po osnovu udela koje Sticaoc poseduje u Prenosicu,

- Promene organa Sticaoca,
- promenu drugih podataka iz osnivačkog akta sticaoca definisanih članom 141. ZPD,

ne postoji pravni osnov za izmenu osnivačkog akta društva sticaoca.

Osnivački akt Sticaoca ostaje na snazi i posle pripajanja.

## Dejstvo ugovora

### Član 20

Ovaj ugovor proizvodi pravno dejstvo prema članovima Ugovornih strana kao da su ga oni neposredno zaključili.

## Stupanje na snagu ugovora

### Član 21

Ovaj ugovor stupa na snagu danom zaključenja.

## Forma i broj primeraka ugovora

### Član 22

Ovaj ugovor overava se u skladu sa zakonom kojim se uređuje overa potpisa.

Ugovor je zaključen na srpskom i engleskom jeziku, u slučaju spora preovlađuje verzija na srpskom jeziku.

Ugovor je zaključen u 7 (sedam) istovetnih primeraka od kojih 1 (jedan) zadržava javni beležnik po 2 (dva) zadržava svaka Ugovorna strana, a ostali za potrebe prijavljivanja promene kod Agencije za privredne registre i drugih državnih organa i organizacija.

assets as a result of a status change based on the share the Acquirer owns in the Transferor,

- Any change in the Acquirer's bodies,
- Change of any other data from the Acquirer's Memorandum of Association defined by article 141 of the Company Law,

There is no legal basis for changing the Acquiring Company's Memorandum of Association.

The Acquirer's Memorandum of Association shall remain in force after the merger.

## The effect of the Agreement

### Article 20

This Agreement shall produce legal effect towards the Parties' members as if entered into by them directly.

## The Agreement effective date

### Article 21

This Agreement shall take effect as of the day of execution.

## The form and number of counterparts

### Article 22

This Agreement shall be certified according to the law governing the certification of signatures.

The Agreement is drawn up in Serbian and in English; in case of any disputes, the Serbian version shall prevail.

The Agreement has been executed in 7 (seven) counterparts, whereof 1 (one) shall be retained by the notary public, 2 (two) respectively by each of the Parties, while the rest shall be used for the purpose of reporting the change to the Business Registers Agency, and other government authorities and organizations.

## Prenosilac/The Transferor:

Multicard d.o.o. Beograd

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Nikola Ružić

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Srđan Dželebdžić

## Sticalac/The Acquirer:

PAYTEN d.o.o. BEOGRAD

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Nenad Subotić

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Miljan Mališ



## Prilog 1

### MULTICARD D.O.O.

#### BALANCE SHEET as at 31.05.2019/Bilans stanja na dan 31.05.2019

		- in thousands RSD/ - u hiljadama RSD
POSITION/POZICIJA	As at/na dan 31.05.2019	As a/na dan 31.12.2018
<b>ASSETS/AKTIVA</b>		
<b>A. FIXED ASSETS/STALNA IMOVINA</b>	<b>106</b>	<b>119</b>
I. UNPAID SUBSCRIBED CAPITAL/NEUPLAĆENI UPISANI KAPITAL		
II. GOODWILL/GUDVIL		
III. INTANGIBLE INVESTMENTS/NEMATERIJALNA ULAGANJA		
<b>REAL ESTATES, PLANTS, EQUIPMENT AND BIOLOGICAL MEANS /NEKRETNINE, POSTROJENJA, OPREMA I BIOLOŠKA SREDSTVA</b>	<b>106</b>	<b>119</b>
1. Real estates, plants and equipment/Nekretnine, postrojenja i oprema	106	119
<b>LONG-TERM FINANCIAL INVESTMENTS/DUGOROČNA FINANSIJSKA ULAGANJA</b>	<b>0</b>	<b>0</b>
1. Participation in capital/Učešće u kapitalu		
2. Other long-term investments/Ostala dugoročna ulaganja		
3. Long term receivables/Dugoročna potraživanja		
<b>B. CURRENT ASSETS/OBRATNA SREDSTVA</b>	<b>15,385</b>	<b>16,423</b>
I. INVENTORIES/ZALIHE		
II. FIXED ASSETS INTENDED FOR SALE AND FIXED ASSETS NOT TO BE USED IN THE FUTURE /SREDSTVA NAMENJENA PRODAJI I STALNA SREDSTVA KOJA SE NEĆE KORISTITI U BUDUĆNOSTI		
III. SHORT TERM RECEIVABLES, INVESTMENTS AND CASH / KRATKOTRAJNA POTRAŽIVANJA, ULAGANJA I GOTOVINA	<b>15,385</b>	<b>16,423</b>
1. Receivables/Potraživanja	7,196	5,188
2. Receivables regarding overpaid income tax/Potraživanja za više plaćen porez na dobit		0
3. Short-term financial investments/ Kratkoročna finansijska ulaganja		
4. Cash equivalents and cash/ Gotovinski ekvivalenti i gotovina	4,835	7,208
5. Value added tax and prepayments and accrued income/ Porez na dodatu vrednost i aktivna vremenska razgraničenja	3,354	4,027
IV. DEFERRED TAX ASSETS/ODLOŽENA PORESKA SREDSTVA	0	0
<b>C. TOTAL ASSETS/ UKUPNA AKTIVA</b>	<b>15,491</b>	<b>16,542</b>
<b>D. OFF-BALANCE SHEET ASSETS/ VANBILANSNA AKTIVA</b>		
<b>A. EQUITY/ KAPITAL</b>	<b>1,200</b>	<b>4,268</b>
I. SHARE CAPITAL/ AKCIJSKI (OSNOVNI) KAPITAL	72,503	72,503
II. UNPAID SUBSCRIBED CAPITAL/ NEUPLAĆENI UPISANI KAPITAL		
III. STATUTARY RESERVES/ STATUTARNE REZERVE		
IV. RETAINED EARNINGS(Loss)/NERASPOREĐENA DOBIT (Gubitak)	-71,303	-68,235
<b>B. LONG-TERM PROVISIONS AND LONG TERM LIABILITIES/ DUGOROČNA REZERVISANJA I DUGOROČNE OBAVEZE</b>	<b>0</b>	<b>0</b>
I. LONG-TERM PROVISIONS/ DUGOROČNA REZERVISANJA		
II. LONG-TERM LIABILITIES/ DUGOROČNE OBAVEZE		
<b>C. SHORT-TERM. LIABILITIES/ KRATKOROČNE OBAVEZE</b>	<b>14,287</b>	<b>12,270</b>
1.Short-term financial liabilities/ Kratkoročne finansijske obaveze	0	0
2.Liabilities from business operations/ Obaveze iz poslovnih aktivnosti	12,987	11,648

Matični broj: 21549058

Šifra delatnosti: 6203 Upravljanje računarskom opremom

PIB: 110428879

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3. Other short-term liabilities and accruals and deferred liabilities/ Ostale kratkoročne obaveze i pasivna vremenska razgraničenja	1,299	622
4. VAT and other tax related liabilities/ PDV i ostale poreske obaveze	0	0
5. Income tax related liabilities/ Obaveze vezane za porez na dobit		
III. DEFERRED TAX LIABILITY/ ODLOŽENE PORESKE OBAVEZE	4	4
<b>V. TOTAL EQUITY AND LIABILITY/ UKUPNA PASIVA</b>	<b>15,491</b>	<b>16,542</b>
<b>G. OFF-BALANCED EQUITY AND LIABILITY/ VANBILANSNA PASIVA</b>		
<b>NET ASSET OF THE COMPANY/ NETO IMOVINA DRUŠTVA</b>	<b>1,200</b>	<b>4,268</b>