asseco

Asseco SEE
d.o.o. Beograd
Broj: 12-10/17
Datum: 15.09.2017.

Na osnovu odredbe člana 489. stav 1. tačka 1), 490. stav 1. tačka 1) i 5), a u vezi sa članom 492. stav 2. i 3. Zakona o privrednim društvima („Sl. glasnik RS", br. 36/2011, 99/2011 i 83/2014-dr.zakon i 5/2015), Nadzorni odbor privrednog društva „ASSECO SEE" doo Beograd, dana 15.09.2017. godine, donosi sledeću:

Pursuant to the provisions of Article 489, Paragraph 1, Point 1), 490, Paragraph 1, Point 1), and related with Article 492, Paragraphs 2 and 3 of Company Law ("Official gazette RS", No. 36/2011, 99/2011 and 83/2014 - oth.law and 5/2015), the Supervisory board of ASSECO SEE doo Beograd on 15.09.2017, renders the following:

ODLUKU

RESOLUTION

Član 1

Nadzorni odbor Društva utvrđuje nacrt PLANA PODELE PRIVREDNOG DRUŠTVA „ASSECO SEE" d.o.o. BEOGRAD.

Nacrt Plana Podele je prilog 1 ove odluke i čini njen sastavni deo.

Article 1

The Company's Supervisory Board establishes draft of the DEMERGER PLAN OF BUSINESS COMPANU "ASSECO SEE" DOO BEOGRAD.

The draft of the demerger plan is provided as Appendix 1 to this Resolution, and constitutes its integral part.

Član 2

Nadzorni odbor Društva utvrđuje predlog teksta odluke skupštine Društva o statusnoj promeni.

Predlog teksta odluke je prilog 2 ove odluke i čini njen sastavni deo.

Article 2

The Company's Supervisory Board defines the proposal of the Company General Meeting's wording of the resolution on the statutory change.

The proposed wording of the Resolution is provided as Appendix 2 to this Resolution, and constitutes its integral part.

Član 3

Nadzorni odbor je saglasan da se za potrebe ove statusne promene neće pripremati:

1) finansijski izveštaji, 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.

Article 3

The Supervisory board agrees that the Statutory change requirements shall not include:

1) financial statements, along with auditor's opinion, with end date balance on the day preceding the date of the Resolution on statutory change made by General Meeting of the Company maximum 6 months;
2) Auditor's report on Statutory change auditing;
3) Director's report on Statutory change.

Član 4

Nalaže se direktorima društva da u skladu sa članom 495. Zakona o privrednim društvima izvrše objavu nacrta Plana podele, isti dostave Registru privrednih subjekata radi objavljivanja na internet stranici tog registra, kao i da preduzmu sve zakonom propisane radnje u cilju sprovođenja statusne promene.

Article 4

The Directors are instructed, in compliance with Article 495 of Company Law, to publish the draft of the Demerger Plan, deliver the Plan to the Registry of Business Entities for the purpose of publishing it on the Register's website, as well as to take all legally prescribed actions with the purpose of conducting the Statutory change.

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Član 5

Ova odluka je doneta u 4 istovetna primerka i stupa na snagu danom donošenja.

Odluka je sastavljena na srpskom i engleskom jeziku, a u slučaju spora primenjuje se verzija na srpskom jeziku.

Article 5

This Resolution has been made in 4 counterparts and comes into effect on date of its rendering.

The Resolution has been drawn in Serbian and in English, whereas in the event of any discrepancy, the Serbian version shall prevail.

Predsednik Nadzornog odbora /Supervisory Board President

Piotr Jelenski

Asseco SEE
d.o.o. Beograd

NACRT/ DRAFT

Prilog 1/ Appendix 1

Na osnovu odredbe člana 489. stav 1. tačka 1), 490. stav 1. tačka 1) Zakona o privrednim društvima („Sl. glasnik RS", br. 36/2011, 99/2011 i 83/2014-dr.zakon i 5/2015), Nadzorni odbor privrednog društva „ASSECO SEE" d.o.o. Beograd, na sednici održanoj _____, dana _____.201_. godine, sačinjava sledeći:

PLAN PODELE PRIVREDNOG DRUŠTVA „ASSECO SEE" DOO BEOGRAD

Predmet plana podele

Član 1.

Ovim planom podele (u daljem tekstu: Plan podele) sprovodi se statusna promena izdvajanja uz osnivanje kojom se izdvaja deo imovine i obaveza, uključujući i deo osnovnog kapitala privrednog društva „ASSECO SEE" d.o.o. Beograd, ul. Milutina Milankovića br. 19g, matični broj: 07432461, PIB: 100389094 (u daljem tekstu: Društvo prenosilac) i prenosi na novoosnovano društvo uz smanjenje osnovnog kapitala Društva prenosioca i uz nastavljanje postojanja Društva prenosioca.

Učesnik u ovoj statusnoj promeni je privredno društvo „ASSECO SEE" d.o.o. Beograd.

Statusnom promenom Izdvajanja uz osnivanje iz stava 1. ovog člana se osniva novo društvo sa ograničenom odgovornošću, **PAYTEN** d.o.o. Beograd Bulevar Mihaila Pupina br. 10B/II (u daljem tekstu: Društvo sticalac).

Društvo sticalac se osniva kao društvo sa ograničenom odgovornošću, sa jednodomnim sistemom upravljanja.

Osnivački akt Društva sticaoca stupa na snagu istovremeno sa stupanjem na snagu ovog Plana podele.

Izdvajanjem uz osnivanje Društvo prenosilac prenosi imovinu i obaveze na Društvo sticaoca, na način, u obimu i u rokovima predviđenim ovim Planom podele.

Uvodne odredbe

Član 2.

Nadzorni odbor Društva prenosioca konstatuje da su ispunjene zakonom predviđene pretpostavke za izdvajanje uz osnivanje, i to:

- da je nacrt ovog Plana podele usvojen od strane Nadzornog odbora Društva prenosioca odlukom broj _____ od _____. kao i da je tekst nacrta identičan sa ovim Planom podele;

Pursuant to the provision of Article 489, paragraph 1, point 1 and Article 490, paragraph 1, point 1) of the Business Companies Law ("Official Gazette of RS" No. 36/2011, 99/2011 and 83/2014-other law and 5/2015), Supervisory Board of the company "ASSECO SEE" d.o.o. Beograd, at the session held in _____, on the date _____, composes the following:

PLAN OF THE DIVISION OF THE COMPANY "ASSECO SEE" DOO BEOGRAD

The subject of Division Plan

Article 1

By means of this Division Plan (hereinafter: Division Plan) a status change of demerger together with founding is executed, by which status change a part of property and liabilities, including a part of share capital of the company "ASSECO SEE" d.o.o. Beograd, No. 19g, Milutina Milankovica St, ID number: 07432461, TIN: 100389094 (hereinafter: Transferring Company) is transferred to a newly founded company with reduction of Transferring Company's share capital and the Transferring Company continues to exist.

A participant in this status change is the company "ASSECO SEE" d.o.o. Beograd.

By status change of Demerger with founding from paragraph 1 hereof, a new limited liability company is founded, **PAYTEN** d.o.o. Beograd no. 10B/II Mihaila Pupina Boulevard (hereinafter: Acquiring Company);

Acquiring Company is founded as a limited liability company, with unicameral management system.

Acquiring Company's Incorporation Act shall enter into force simultaneously with this Division Plan's entry into force.

By demerger with founding the Transferring Company transfers all the property and liabilities to the Acquiring Company in the manner stipulated by this Division plan, in regard to scope and deadlines.

Introductory provisions

Article 2

Transferring Company's Supervisory Board acknowledges that envisaged assumptions for demerger with founding meet legal requirements, notably:

- that the Division Plan Draft has been adopted by Transferring Company's Supervisory Board by the resolution no. _____ from _____, as well as that the

Prilog 1/ Appendix 1

	wording of the draft is identical with present Division Plan;
• da je Društvo prenosilac objavilo na svojoj internet stranici informaciju o nameravanom izdvajanju uz osnivanje, odnosno da je Nacrt Plana podele objavljen u skladu sa članom 495. Zakona o privrednim društvima na internet stranici Društva prenosioca, kao i na sajtu Agencije za privredne registre počev od dana __.__.201_. godine; • da član Društva prenosioca postaje član Društva sticaoca, sa udelom 100% u skladu sa ovim Planom podele; • da su poverioci Društva prenosioca obavešteni o statusnoj promeni u skladu sa Zakonom o privrednim društvima; • Da je osnivaču i jedinom član Društva prenosioca blagovremeno upućen Nacrt ovog Plana podele i ostale dokumentacije u skladu sa članom 490 Zakona o privrednim društvima.	• that the Transferring Company has published the information on planned separation with founding on its webpage, i.e. that the Division Plan Draft has been published in compliance with Article 495 of Business Companies Law on the Transferring Company's webpage, as well as on Business Registers Agency's website, starting with the date ____.____.____; • that the member of Transferring Company becomes the member of Acquiring Company, with the share of 100% in compliance with this Division Plan; • that creditors of the Transferring Company are notified on status change in compliance with Business Companies Law. • That this Division Plan Draft and other documentation were sent to the founder and sole shareholder of the Transferring Company in compliance with the article 490 of Law on business companies.
Sastavni deo ovog Plana podele su sledeći akti: • **Prilog 1:** predlog odluke o izmenama i dopunama osnivačkog akta Društva prenosioca- Asseco SEE d.o.o. Beograd; • **Prilog 2:** predlog osnivačkog akta Društva sticaoca PAYTEN d.o.o. Beograd ; • **Prilog 3:** Deobni bilans Društva prenosioca; • **Prilog 4:** Spisak zaposlenih u Društvu Prenosiocu čiji se radni odnos nastavlja u Društvu sticaocu.	The integral part of this Division Plan is constituted of the following acts: • **Annex 1**: draft decision on alterations and amendments to Transferring Company's Asseco SEE d.o.o. Beograd Incorporation Act; • **Annex 2**: Acquiring Company's PAYTEN d.o.o. Beograd draft Incorporation Act; • **Appendix 3:** Transferring Company's division balance; • **Appendix 4:** List of employees in the Transferring Company whose employment relationship continues in the Acquiring Company.
Za potrebe ove statusne promene se neće pripremati: • finansijski izveštaji, sa mišljenjem revizora, sa stanjem na dan koji prethodi danu donošenja odluke skupštine o statusnoj promeni najviše šest meseci; • izveštaj revizora o izvršenoj reviziji statusne promene; • izveštaj direktora o statusnoj promeni.	The following shall not be applied for the requirements of this status change: • financial statements with auditor's report, presenting balance on the date preceding the date of the General Meeting's Resolution on the status change for the six months maximum; • auditor's report on the completed audit of status change; • director's report on status change.
Spisak zaposlenih koji će usled ove statusne promene nastaviti radni odnos kod Društva sticaoca je pripremljen i nalazi se u prilogu 4 ovog Plana podele	The list of employees to continue the employment relationship with the Acquiring company due to this status change has been prepared and is provided in the Appendix 4 to this Division Plan.

Prilog 1/ Appendix 1

Cilj i uslovi izdvajanja uz osnivanje	Objective and conditions of demerger with founding
Član 3.	**Article 3**
Društvo prenosilac se, pored registrovane pretežne delatnosti - računarsko programiranje šifra 6201, bavi i pružanjem usluga iz ostalih delatnosti.	The Transferring Company, apart from its registered main activity - software development code 6201, also provides services in other business areas.
Kao posebne usluge koje Društvo prenosilac pruža izdvajaju se kartičarske usluge (CARD) tj. pružanje usluga podrške klijentima u domenu prihvata platnih kartica na samouslužnim ATM terminalima (bankomati i info terminali) i POS terminalima i tehničke podrške u obradi prikupljenih informacija. Ove usluge naročito uključuju: - Prihvat platnih kartica na samouslužnim terminalima u vlasništvu Društva, a koje koriste klijenti (banke i ostali korisnici ATM i POS terminala) - *Obrada informacija (tzv. procesing)* - uključuje softversku podršku i elektronsku obradu podataka svih kartičarskih transakcija na POS i ATM terminalima - Održavanja (hardversko i softversko održavanje) i popravka ATM i POS terminala i prateće opreme – - Tehnički nadzor nad funkcionisanjem ATM i POS terminala i prateće opreme - Tehnička podrška monitoringa ATM i POS terminala - Prodaja ATM uređala POS terminala sa pripadajućim uređajima i licencama za korišćenje ATM i POS aplikacija neophodnih za funkcionisanje navedenih terminala i uređaja.	As special services of the Acquiring Company we can separate card services, i.e. provision of support to the customers in the domain of payment card acquisition on self-service ATM (automatic teller machines and info terminals) and POS terminals, and technical support in received information processing. These services especially include the following: - Acquisition of payment cards on self-service terminals owned by the Company, which are used by the customers (banks and other ATM and POS terminal users) - *Information processing (called processing)* - which includes software support and electronic data processing of all card transactions on POS and ATM terminals - Maintenance Services (hardware and software maintenance) and repair of ATM and POS terminals and pertaining equipment – - Technical supervision over ATM and POS terminals and pertaining equipment functioning - Technical support regarding ATM and POS terminals monitoring - Sale of ATMs and POS terminals with pertaining devices and licenses for ATM and POS applications required for functioning of said terminals and devices.
U postojećoj organizaciji Društva prenosioca ove usluge pruža poslovna jedinica Payment-Card koja raspolaže potrebnom imovinom i stručnim zaposlenima neophodnim za uspešno pružanje navedenih usluga na tržištu.	In the existing Transferring Company's organization these services are provided by the business unit Payment -Card which has required assets and experts for successful provision of said services on the market.
Prateći promene na tržištu ukazala se potreba da se pružanje kartičarskih (CARD) usluga izdvoji u posebno specijalizovano privredno društvo.	The market changes led to the need that provision of card services becomes separated into a separate and specialized business company.
Cilj statusne promene izdvajanja uz osnivanje jeste ostvarenje preduslova za efikasnije poslovanje funkcionalno različitih oblasti obavljanja delatnosti Društva prenosioca, tako što će se deo imovine i obaveza Društva prenosioca a koje pripadaju postojećom organizacionom delu - poslovnoj jedinici društva prenosica Payment-Card izdvojiti u Društvo sticaoca koje će nastati izdvajanjem i koje će prenetom imovinom obavljati delatnost.	The objective of status change of separation with founding is fulfillment of preconditions for more efficient business performance of Transferring Company's functionally different activity areas in the manner that the part of Transferring Company's property and liabilities belonging to the existing organization part - Transferring Company's business unit Payment-Card shall be transferred to the Acquiring Company which shall be founded by the demerger and which shall conduct its activities using the transferred property.
Planirana statusna promena uključuje prenos kartičarske (CARD) delatnosti na Društvo sticaoca, i to:	

Prilog 1/ Appendix 1

• Imovina koju je koristila Poslovna jedinica Payment-Card za obavljanje kartičarske delatnosti (samouslužni terminali – bankomati i POS terminali i sl.), • Ugovori o prodaji i održavanju bankomata i POS terminala i sl, • Ugovori sa dobavljačima o nabavci bankomata i POS terminala, • Svi zaposleni društva koji poseduju neophodna specijalistička znanja za vršenje usluga iz domena CARD delatnosti. Uslovi pod kojima se vrši ova statusna promena su navedeni u ostalim članovima ovog Plana podele.	The planned status change includes transfer of card business to the Acquiring Company, which includes the following: • The assets used by the Business Unit Payment-Card for card services providing (self-service terminals – ATMs and POS terminals, etc.), • The agreements on sale and maintenance of ATMs and POS terminals, etc., • The agreements with vendors on procurement of ATMs and POS terminals, • All company employees who own necessary expertise regarding service providing in the CARD business area. Conditions under which this status change is executed are specified in the remaining articles of this Division Plan.
Osnovni kapital i paritet Plana podele **Član 4.** Ukupan upisani i uplaćeni osnovni kapital Društva prenosioca iznosi 6.457.481,26 RSD na dan 30.09.2010.g. Deo osnovnog kapitala Društva prenosioca u iznosu od **3.489.631,00 RSD** posle izdvajanja uz osnivanje biće izdvojen i prenet na novoosnovano društvo – Društvo sticaoca, uz istovremeno smanjenje osnovnog kapitala Društva prenosioca, za iznos dela osnovnog kapitala koji se izdvaja i prenosi na Društvo sticaoca, odnosno za ukupan iznos od **3.489.631,00** RSD, tako da će nakon ove statusne promene ukupan osnovni kapital Društva prenosioca iznositi **2.967.850,26** RSD dok će upisan i uplaćen osnovni kapital Društva sticaoca iznositi: **3.489.631,00** RSD. Usled statusne promene dolazi do osnivanja društva sticaoca - PAYTEN d.o.o. Beograd. Osnivački kapital društva sticaoca- PAYTEN d.o.o. Beograd iznosi **3.489.631,00** dinara. Vlasnik 100% udela u društvu PAYTEN d.o.o. Beograd je Društvo Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republika Poljska, kao osnivač i jedini član. Po izvršenoj statusnoj promeni osnovni kapital društva prenosica- Asseco SEE d.o.o. Beograd će iznositi **2.967.850,26** dinara.	Share capital and parity of the Division Plan **Article 4** Total recorded and paid in capital assets of the Transferring Company amounts to RSD 6,457,481.26 on the day 30.09.2010. Upon demerger with founding, a the part of Transferring Company's capital assets in the amount of **3.489.631,00 RSD** shall be separated and transferred to a newly founded company - the Acquiring Company, with simultaneous reduction of Transferring Company's share capital, by the amount of the part of share capital separated and transferred to the Acquiring Company, i.e. by the total amount of RSD **3.489.631,00** so that upon this status change Transferring Company's total share capital shall amount to RSD **2.967.850,26**, while Acquiring Company's recorded and paid in share capital shall amount to RSD **3.489.631,00**. The Status change results in founding of the Acquiring Company PAYTEN d.o.o. Beograd. The share capital of the Acquiring Company-PAYTEN d.o.o. Beograd amounts RSD **3.489.631,00.** The owner of 100% of shares in PAYTEN d.o.o. Beograd is Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republic of Poland, as founder and sole shareholder. Upon completed Status change, the share capital of Asseco SEE d.o.o. Beograd shall amount RSD **2.967.850,26**.

Vlasnik 100% udela u društvu Asseco SEE d.o.o. Beograd ostaje Društvo Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republika Poljska, kao osnivač i jedini član.	The owner of 100% of shares in Asseco SEE d.o.o. Beograd shall remain Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republic of Poland, as founder and sole shareholder.
Ukupan iznos obaveza koje se po osnovu izdvajanja uz osnivanje prenose sa Društva prenosioca na Društvo sticaoca iznosi 359.753.371,96 RSD, i to sve u skladu sa Deobnim bilansom i ovim Planom podele. Detaljni pregled vrednosti imovine i obaveza koja se ovom statusnom promenom prenosi sa Društva prenosioca na Društvo sticaoca je dat u Deobnom bilansu, koji čini prilog br. 3 ovog Plana podele.	The total amount of liabilities transferred from the Transferring Company to the Acquiring Company on the basis of separation with founding amounts to RSD 359.753.371,96, all in compliance with Division balance and this Division Plan. A detailed review of the value of property and liabilities transferred from the Transferring Company to the Acquiring Company by means of this status change is provided in Division balance, which constitutes the Annex 3 to this Division Plan.
Društvo sticalac postaje solidarno odgovorno sa Društvom prenosiocem za njegove obaveze koje nisu prenete na Društvo sticaoca, ali samo do visine razlike vrednosti imovine Društva prenosioca koja je preneta i obaveza Društva prenosioca koje je preuzeo.	The Acquiring Company becomes jointly and solidary liable with the Transferring Company regarding its liabilities not transferred to the Acquiring Company, but only up to the amount of difference in value between Transferring Company's property which was transferred and Transferring Company's liabilities which were accepted.
Opis imovine i obaveza Društva prenosioca i način prenosa **Član 5.**	Description of Transferring Company's property and liabilities and the method of transfer **Article 5**
Radi upisa statusne promene izdvajanja uz osnivanje u Agenciji za privredne registre, izvršen je popis imovine Društva prenosioca i sravnjenje tako utvrđenog stanja sa stanjem u poslovnim knjigama Društva prenosioca.	For the purpose of entering the status change of separation with founding into the Business Registers Agency, the Transferring Company's list of property and adjustment of the real situation in compliance with the Transferring Company's business books' balance was conducted.
Na Društvo sticaoca, Društvo prenosilac izdvaja i prenosi deo imovine, prava i obaveza, koji su dati u Deobnom bilansu koji čini sastavni deo ovog Plana podele na sledeći način: • prava i obaveze u skladu sa Deobnim bilansom; • iznos neraspoređene dobiti, u skladu sa Deobnim bilansom; • vlasništvo na udelima i akcijama u zavisnim društvima u skladu sa članom 15 ovog Plana podele • vlasništva odnosno prava korišćenja nad motornim vozilima u skladu sa članom 16 ovog Plana podele • sudske i prekršajne postupke po spisku iz člana 17;	The Transferring Company shall separate and transfer to the Acquiring Company a part of the property, rights and obligations, presented in Division balance, which constitutes an integral part of this Division Plan in the following manner: • rights and obligations in compliance with Division balance; • amount of retained earnings in compliance with Division balance; • ownership of shares and stocks in subsidiaries in compliance with Article 15 hereof; • ownership, i.e. right to use motor vehicles in compliance with Article 16 hereof; • court and infringement proceedings by the list from Article 17;
Ukupna vrednost imovine Društva prenosioca koja se prenosi na Društvo sticaoca iznosi 1.279.415.264,00 dinara. U ovu vrednost uračunata je samo aktiva, a nisu uračunate obaveze koje se takođe prenose na Društvo	The total value of Transferring Company's property which shall be transferred to the Acquiring Company amounts to RSD 1.279.415.264,00. This value includes assets only, while the liabilities

sticaoca, a čija vrednost iznosi 359.753.371,96 dinara.	which are also transferred to the Acquiring Company are excluded, and their value amounts to RSD 359.753.371,96
Društvu prenosiocu ostaje sva ostala imovina i obaveze iz izvršenog popisa osim prava i obaveza navedenih u stavu 2 ovog člana.	Other property and obligations from the list of property remains in the Transferring Company's property, with exclusion of rights and liabilities stated in paragraph 2 of this Article.
Navedeno izdvajanje, na osnovu ovog Plana podele, ima se sprovesti kroz poslovne knjige Društva prenosioca i Društva sticaoca, odnosno kroz završni godišnji račun Društva prenosioca i početni bilans Društva sticaoca.	On the basis of this Division Plan, indicated separation shall be conducted through Transferring Company's and Acquiring Company's business books, i.e. through Transferring Company's annual financial statement and Acquiring Company's initial balance.
Novčana sredstva biće preneta na račun Društva sticaoca uplatom sa računa Društva prenosioca.	The monetary assets shall be transferred to the Acquiring Company's account by a payment transaction from the Transferring Company's account.
Pravo svojine na pokretnim stvarima prenosi se na Društvo sticaoca u trenutku predaje stvari Društvu sticaocu.	The proprietary right relating to mobile assets shall be transferred to the Acquiring Company at the time when the assets are delivered to the Acquiring Company.
Druga prava prenose se na odgovarajući način predviđen za prenos te vrste prava.	The other rights and responsibilities are transferred in the appropriate manner envisaged for transfer of such rights.
Tekuće obaveze, potraživanja i dugovanja Društva prenosioca, koja se ne prenose ovom statusnom promenom, nastale do dana registracije statusne promene u Agenciji za privredne registre, ostaju Društvu prenosiocu.	Transferring Company's current liabilities, receivables and outstanding payments, which shall not be transferred by this status change, incurred before the date of status change registration in the Business Registers Agency, remain to the Transferring Company.
Društvo sticalac će u roku od 30 dana od dana registracije izdvajanja uz osnivanje u registar kod Agencije za privredne registre, obavestiti o izdvajanju uz osnivanje sva lica sa kojima je Društvo prenosilac bilo u pravnom odnosu, sa tačnim navođenjem podataka o tome koja su prava i koje obaveze prešle na njega, uz precizno upućivanje o njihovoj sadržini i vrednosti.	Within 30 days from the day of entering of demerger with founding into the registry of Business Registers Agency, all the persons who were in legal relationship with the Transferring Company shall be notified on the demerger and founding by the Acquiring Company, which shall provide accurate information on which rights and liabilities have been transferred to the Acquiring Company, with detailed reference to their contents and value.
Dan obračuna statusne promene **Član 6.**	The day of status change calculation **Article 6**
Danom registracije statusne promene izdvajanja uz osnivanje, deo imovine Društva prenosioca prenosi se na Društvo sticaoca u skladu sa ovim Planom podele i Deobnim bilansom koji je sačinjen sa stanjem na dan 30.06.2017. godine kao danom obračuna.	On the registration day of status change of demerger with founding, a part of Transferring Company's property shall be transferred to the Acquiring Company in compliance with this Division Plan and Division Balance drawn up with balance on the day 30.06.2017, as the calculation day.
Stvari i prava, koje se po osnovu izdvajanja uz osnivanje prenose sa Društva prenosioca na Društvo sticaoca, a za čije sticanje je neophodan upis u javne knjige, odnosno pribavljanje određenih saglasnosti ili odobrenja, biće preneta na Društvo sticaoca po izvršenom upisu, odnosno pribavljanju saglasnosti ili odobrenja.	Assets and rights which shall be transferred from the Transferring Company to the Acquiring Company on the basis of demerger with founding, and which have to be entered into public registers, i.e. which require obtaining certain consents and

Promene na imovini koja je predmet prenosa nastale između dana obračuna i dana registracije statusne promene odvajanja uz osnivanje kod Agencije za privredne registre, biće obuhvaćene poslovnim knjigama Društva prenosica, uz posebnu evidenciju pripadajućih promena.

Pravne posledice statusne promene

Član 7.

Pravne posledice statusne promene nastupaju danom registracije statusne promene u skladu sa Zakonom o registraciji i to:

- deo imovine i obaveza Društva prenosioca iz člana 5. ovog Plana podele prelazi na Društvo sticaoca, u skladu sa ovim Planom podele i deobnim bilansom;
- Društvo sticalac je solidarno odgovorno sa Društvom prenosiocem za njegove obaveze koje nisu prenete na Društvo sticaoca, ali samo do iznosa razlike vrednosti imovine Društva prenosioca koja mu je preneta i obaveza Društva prenosioca koje je preuzelo, osim ako sa određenim poveriocem ne bude drugačije ugovoreno. Ove odgovornosti neće biti u pogledu potraživanja za koje je poverilac u skladu sa Zakonom o privrednim društvima ostvario pravo na odgovarajuću zaštitu;
- član Društva prenosioca postaje član Društva sticaoca, sa udelom od 100% u skladu sa ovim Planom podele;
- udeo u Društvu sticaocu daje pravo učešća u dobiti;
- osnovni kapital Društva prenosioca smanjuje se za izdvojeni i preneti deo koji postaje osnovni kapital Društva sticaoca;
- druge posledice u skladu sa zakonom.

Vremenski trenutak preuzimanja prava i obaveza

Član 8.

Danom registracije statusne promene izdvajanja uz osnivanje deo prava i obaveza Društva prenosioca prelazi na Društvo sticaoca izdvajanjem i prenosom, u skladu sa ovim Planom podele.

Prava i obaveze po osnovu ove statusne promene, Društvo sticalac stiče danom upisa u registar privrednih subjekata, ali ako je upis promene u javne registre neophodan za sticanje prava i obaveza, prema trećim licima, sticanje proizvodi pravno dejstvo kada promena imaoca bude upisana u odgovarajući registar.

approvals, shall be transferred to the Acquiring Company upon entering into public registers, i.e. upon obtaining consents and approvals.

Changes of the property which is the subject of transfer, which changes have occurred between the day of calculation and the registration day of status change of demerger with founding at the Business Registers Agency, shall be included in Transferring Company's business books, with a special record of pertaining changes.

Legal consequences of status change

Article 7

Legal consequences of status change shall arise on the registration day of status change in compliance with the Law on Registration, notably:

- a part of Transferring Company's property and liabilities from Article 5 hereof shall be transferred to the Acquiring Company in compliance with this Division Plan and Division Balance;
- The Acquiring Company becomes jointly and solidary liable with the Transferring Company regarding its liabilities not transferred to the Acquiring Company, but only up to the amount of difference between value of Transferring Company's property which is transferred to the Acquiring Company and liabilities of Transferring Company which are accepted by the Acquiring Company, except if otherwise agreed with a certain creditor. These responsibilities shall not include receivables for which the creditor exercises the right to proper protection in accordance with the Business Companies Law;
- a Transferring Company's shareholder becomes the Acquiring Company's shareholder, with the share of 100% in compliance with this Division Plan;
- share in the Acquiring Company provides the right to participate in profit;
- Transferring Company's share capital shall be reduced by the separated and transferred part which shall become the Acquiring Company's share capital;
- other consequences in compliance with the law.

The time when rights and responsibilities are transferred

Article 8

On the registration day of status change of demerger with founding, a part of Transferring Company's property and obligations shall be transferred to the Acquiring Company by means of separation and transfer in compliance with this Division Plan.

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Osnov za upis promene imaoca prava jeste ovaj Plan podele i rešenje Agencije za privredne registre o izvršenoj statusnoj promeni izdvajanja uz osnivanje. Kao datum od koga se poslovne transakcije Društva prenosica a koje se odnose na Poslovnu jedinicu Payment-Card i koje se prenose na Društvo sticaoca, smatraju, u računovodstvene svrhe, poslovnim transakcijama obavljenim u ime i za račun Društva sticaoca, određuje se ***datum 30.06.2017.***g.	The Acquiring Company acquires rights and responsibilities on the basis of this status change on the day of entry into company registry, but if the entry of change into public registers is necessary for acquiring rights and responsibilities towards third parties, the acquisition produces legal effect when the holder's change is entered into a proper registry. The basis for entry of rights holder change is this Division Plan and the Business Registers Agency's resolution on executed status change of demerger with founding. **30.06. 2017** is considered as a date from which Transferring Company's business transactions relating to Payment Card business unit are transferred to the Acquiring Company for the purpose of accounting and which business transactions are considered as business transactions conducted on behalf and for the Acquiring Company.
Član 9. Danom registracije statusne promene, član Društva prenosioca stiče udeo u Društvu sticaocu, kao i pravo učešća u dobiti Društva sticaoca u skladu sa osnivačkim aktom tog društva. Ne postoje članovi Društva prenosioca koji imaju posebna prava po osnovu svog udela koja zadržavaju i posle upisa osnivanja Društva sticaoca u registar kod Agencije za privredne registre.	**Article 9** On the day of status change registration, a Transferring Company's shareholder acquires share in the Acquiring Company, as well as the right to participate in profit of the Acquiring Company, in compliance with the company's Incorporation Act. There are no Transferring Company's members with special rights on the basis of their ownership share which they retain upon registering the founding of the Acquiring Company into the Business Registers Agency.
Posebne pogodnosti za direktore i članove nadzornog odbora **Član 10.** Direktori i članovi nadzornog odbora Društva sticaoca i Društva prenosioca nemaju posebnih pogodnosti po ovoj statusnoj promeni.	Special benefits for directors and supervisory board members **Article 10** Directors and Supervisory Board members of the Transferring Company and Acquiring Company do not have special benefits under this status change.
Prava zaposlenih **Član 11.** Zaposleni u Društvu prenosiocu označeni u spisku koji je prilog br.4. ovog Plana podele, nakon sprovođenja ove statusne promene izdvajanja uz osnivanje danom upisa u registar osnivanja Društva sticaoca radni odnos nastavljaju u Društvu sticaocu Prava zaposlenih iz stava 1 ovog člana nakon sprovođenja ove statusne promene, ostaju nepromenjena u odnosu na prava koja su imali kod Društva prenosioca.	Employees' rights **Article 11** The employees with the Transferring Company specified in the list which is Appendix 4 to this Division plan, shall continue their employment relationship with the Acquiring Company upon realization of the status change of demerger with founding, starting from the date of entry into the founding register The rights of employees of Paragraph 1 hereof shall remain unchanged upon the status change realization in relation with their rights with the Transferring Company.
Prava poverilaca **Član 12.** Obaveštavanje svih poverilaca o statusnoj promeni je izvršeno u skladu sa Zakonom o privrednim društvima.	

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Poverioci Društva prenosioca ostvaruju svoja prava u skladu sa važećim odredbama Zakona o privrednim društvima.	Creditors' rights:
Sprovođenje Plana podele	
Član 13.	**Article 12**
Zajedno sa registracijom statusne promene izdvajajanja uz osnivanje, Društvo prenosilac će podneti registracionu prijavu Agenciji za privredne registre radi upisa smanjenja osnovnog kapitala Društva prenosioca, kao i registracionu prijavu osnivanja Društva sticaoca.	Creditors of the Transferring Company are notified on status change in compliance with Business Companies Law. Transferring Company's creditors exercise their rights in compliance with current regulations of Business Companies Law.
	Enforcement of the Division Plan
	Article 13
	Together with registration of status change of demerger with founding, the Transferring Company shall submit registration application to the Business Registers Agency in order to record reduction of Transferring Company's share capital, as well as registration application for founding of the Acquiring Company.
Sudski i drugi postupci	
Član 14.	
Zastupnici Društva prenosioca i Društva sticaoca obavestiće, u skladu sa zakonom sudove i druge organe pred kojima se vode postupci i vezi sa pravima i obavezama koja su obuhvaćena ovim Planom podele da je došlo do prelaska određenih prava i obaveza sa Društva prenosioca na Društvo sticaoca,.	Court and other proceedings
	Article 14
	Representatives of the Transferring Company and Acquiring Company shall notify, in compliance with the law, the court and other bodies running the proceedings regarding rights and obligations covered by this Division Plan that certain rights and obligations have been transferred from the Transferring Company to the Acquiring Company.
Udeli i akcije u zavisnim društvima koji se prenose na Društvo sticaoca	
Član 15.	
Na Društvo sticaoca se prenose udeli i akcije u sledećim pravnim licima: • 233.988 komada običnih akcija pojedinačne nominalne vrednosti 1.000,00 dinara, koje nose oznake ISIN: RSCHCAE63584, CFI: ESVTFR AKCIONARSKOG DRUŠTVA ZA RAD SA PLATNIM KARTICAMA **CHIP CARD** BEOGRAD (VOŽDOVAC), Bose Milićević 8, Beograd, matični br. 17564374 od ukupno 252.943, što čini ukupno 92.51% akcija od ukupne emisije akcija navedenog pravnog lica. • 45% udela u društvu DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA INFORMACIONE TEHNOLOGIJE **MULTICARD** BEOGRAD (ČUKARICA), Požeška 60, Beograd, matični br. 20580372 a kojih 45% udela predstavlja 21.468.725,87 RSD u upisanom i uplaćenom osnovnom kapitalu. Prenos akcija bliže opisanih u alineji prvoj stava jedan ovog člana sa Drušva prenosioca na Društvo sticaoca izvršiće se kod Centralnog registra depoa i kliringa hartija od vrednosti na osnovu naloga za upis, koji član Centralnog registra sa kojim Društvo prenosilac ima zaključen ugovor o pružanju investicionih usluga, daje u ime Društva	Share and stocks in subsidiaries transferred to the Acquiring Company **Article 15** Share and stocks in the following legal entities are transferred to the Acquiring Company: • 233.988 of ordinary stocks with the individual nominal amount of RSD 1,000.00, which have labels ISIN: RSCHCAE63584, CFI: ESVTFR of the STOCK COMPANY FOR WORK WITH PAYMENT CARDS **CHIP CARD** BEOGRAD (VOŽDOVAC), No. 8, Bose Milićević St, Belgrade, ID No. 17564374, out of total 252,943, which makes the total 92.51% % of stocks out of total issuance of specified legal entity's stocks. • 45% of the share in LIMITED LIABILITY COMPANY FOR INFORMATION TECHNOLOGY **MULTICARD** BEOGRAD (ČUKARICA), No 60, Požeška St, Belgrade, ID No. 20580372, which 45% of share represents RSD 21,468,725.87 in recorded and paid in share capital.

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prenosioca, a nakon što Društvo sticalac otvori vlasnički račun finansijskih instrumenata kod člana Centralnog registra i podatke o broju ovog računa dostavi Društvu prenosiocu. Društvo prenosilac je saglasno da se Društvo sticalac u Registru privrednih subjekata upiše kao vlasnik udela opisanog u drugoj alineji stava jedan ovog člana, na osnovu ovog Plana podele, a bez posebnog odobrenja Društva prenosioca. **Član 16** Na Društvo Sticaoca se prenosi pravo vlasništva na sledećim motornim vozilima:	Transfer of stocks described in detail in Item 1 of paragraph one hereof from the Transferring Company to the Acquiring Company shall be conducted at the Central Registers Depository and Clearing House based on the order for entry, given on behalf of the Transferring Company by a member of Central Registry with whom the Transferring Company has concluded the Agreement on provision of investment services, after the Acquiring Company opens a proprietary account of financial instruments at a Central Depository member and delivers data regarding the account number to the Transferring Company. The Transferring Company agrees that the Acquiring Company shall be entered in the Business Registers Company as the owner of share described in item two of paragraph one hereof, on the basis of this Division Plan, without special approval of the Transferring Company. **Article 16** Proprietary right to the following motor vehicles shall be transferred to the Acquiring Company:

Marka/Brand	Tip i model/Type and model	Registarska oznaka/Registration number	Broj šasije/Chassis number	Broj motora/Engine number
Peugeot	208 Enterprise acces 1.6 HDI	BG1002-WL	VF3CRBHW6GT080827	BH0210JBHAPSA3129343
Škoda	Octavia A7 Style 1.6 TDI	BG969-PŽ	TMBAG6NE8G0122512	CXX524450
Peugeot	208 VAN 1.4 HDI 5P	BG822-UŠ	VF3CR8HR0ET085410	8H0110FDCGPSA0666441
Peugeot	Biper FGTole 1.2 HF	BG726-ĆA	VF3AAFHZ0D8390934	199A90005032704
Peugeot	208 Entreprise access 1.4 HDI	BG787-UĐ	VF3CR8HR0DT129328	8H0110FDBZPSA0546943
Peugeot	208 Entreprise access 1.4 HDI	BG774-GU	VF3CR8HR0DT091448	8H0110FDBZPSA0524619
Peugeot	208 Entreprise access	BG935-MU	VF3CRBHW6FT192486	BH0210JBHAPSA3062565

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Peugeot	208 N Enterprise 1.6 HDI access	BG935-ĆE	VF3CRBHW6FT192490	BH0210JBHAPSA0052300
Peugeot	208 1.4 HDI	BG1001-ŠH	VF3CR8HR0ET139530	BH0110FDCGPSA0692738
Peugeot	Bipper FG Tole 1.4 HDI	BG272-ŠZ	VF3AA8HSCB8156966	8HS10FDBNPSA2978784
Peugeot	Bipper FG Tole 1.2 HF	BG564-EU	VF3AAFHZ0B8192271	199A90004529176
Peugeot	Bipper FG Tole 1.2 HF	BG656-UĆ	VF3AAFHZ0C8261331	199A90004616658
Peugeot	208 Entreprise access 1.4 HDI	BG848-ĐV	VF3CR8HR0ET141590	8H0110FDCGPSA0694445
Peugeot	Bipper FG Tole 1.4 HDI	BG480-TY	VF3AA8HSC94869639	8HSPSA10FD982481101
Skoda	Octavia A7 Style 2.0 TDI	BG1091-DB	TMBAJ6NE1J0011776	CRM403704
Peugeot	208 1.6 HDI	BG1064-AK	VF3CRBHW6GT237482	BH0210JBHAPSA3215616

Na društvo sticaoca se pored ostalih prava i obaveza prenose i prava i obaveze iz sledećih ugovora: 1. Ugovora o zakupu broj 10291 zaključenog dana 13.12.2013.g. sa Raiffeisen Rent d.o.o. Beograd kojim je stečeno pravo korišćenja sledećeg motornog vozila	Apart from other rights and responsibilities, the rights and obligations from the following agreements shall be transferred to the Acquiring Company: 1. Lease Agreement number 10219 concluded on 13.12.2013 with Raiffeisen Rent d.o.o. Beograd, by which the right to use the following motor vehicle was acquired:

Marka/Brand	Tip i model/Type and model	Registarska oznaka/Registration number	Broj šasije/Chassis number	Broj motora/Engine number
BMW	**320D Xdrive limousine**	**BG773-ĆL**	WBA3D51060F704243	N47D20C86268582

2.Ugovora o zakupu broj 10271 zaključenog dana 29.11.2013.g. sa Raiffeisen Rent d.o.o. Beograd	2. Lease Agreement number 10271 concluded on 29.11.2013 with Raiffeisen Rent d.o.o. Beograd,

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kojim je stečeno pravo korišćenja sledećeg motornog vozila	by which the right to use the following motor vehicle was acquired

Marka/Brand	Tip i model/Type and model	Registarska oznaka/Registration number	Broj šasije/Chassis number	Broj motora/Engine number
Audi	**A6**	**BG765-XZ**	WAUZZZ4G8EN074993	CGL350384

3.Ugovora o finansijskom lizingu broj 22710/015 zaključenog dana 20.05.2015.g u Beogradu sa Raiffeisen Leasing d.o.o. Beograd kojim je stečeno pravo korišćenja sledećeg motornog vozila	3.Lease Agreement number 22710/015 concluded on 20.05.2015 with Raiffeisen Rent d.o.o. Beograd, by which the right to use the following motor vehicle was acquired:

Marka/Brand	Tip i model/Type and model	Registarska oznaka/Registration number	Broj šasije/Chassis number	Broj motora/Engine number
BMW	**520D XDRIVE LIMOUSINE 2.0**	**BG843 EG**	WBA5E71050D785300	B47D20A92979000

4.Ugovora o finansijskom lizingu broj 21360/014 zaključenog dana 06.03.2014.g u Beogradu sa Raiffeisen Leasing d.o.o. Beograd kojim je stečeno pravo korišćenja sledećeg motornog vozila	4. Lease Agreement number 21360/014 concluded on 06.03.2014 with Raiffeisen Rent d.o.o. Beograd, by which the right to use the following motor vehicle was acquired:

Marka/Brand	Tip i model/Type and model	Registarska oznaka/Registration number	Broj šasije/Chassis number	Broj motora/Engine number
Škoda	**SUPERB AMBITION 2.0. TDI**	**BG787-UČ**	TMBAE63T0E9039897	CFFH08075

Član 17	**Article 17**
Na Društvo sticaoca se prenose obaveze po sledećim prekršajnim postupcima a koji su u vezi sa poslovnim aktivnostima poslovne jedinici društva prenosica Payment-Card: 1. Prekršajni sud u Nišu, broj predmeta: 30 Pr 16270/2016 2. Prekršajni sud u Beogradu broj predmeta 158551/15 3. Prekršajni sud u Beogradu 13 Pr.Br. 391352/10 4. Prekršajni sud u Beogradu 4 Pr.Br. 388357/10	Obligations upon the following infringement proceedings in relation to business activities of Transferring Company's business unit Payment – Card are transferred to the Acquiring Company: 1. Magistrate's Court in Niš, the number of case: 30 Pr 16270/2016 2. Magistrate's Court in Belgrade, the number of case:158551/15 3. Magistrate's Court in Belgrade 13 Pr, No. 391352/10 4. Magistrate's Court in Belgrade 4 Pr, No. 388357/10

Zakonski zastupnici Društva sticaoca će po osnivanju Društva sticaoca obavestiti, ukoliko za tim postoji potreba, u skladu sa zakonom sudove pred kojima se vode postupci o dobrima koja su obuhvaćena ovim Planom podele da je došlo do prelaska određenih prava i obaveza na Društvo sticaoca, ako je to od značaja za tok postupka.	Representatives of the Acquiring Company shall notify, if required, in compliance with the law, the court and other bodies running the proceedings regarding assets covered by this Division Plan that certain rights and obligations have been transferred to the Acquiring Company, should that be of significance for the course of the proceeding.
Član 18 Na Društvo sticaoca se prenose i prava i obaveze iz sledećih ugovora: 1. Ugovor o zajmu broj 07-02/16 od 05.02.2016.g. zaključen sa Asseco South Eastern Europe SA Rzeszow uključujući pripadajuće anekse: Aneks zaveden pod brojem 07-11/16 od 25.05.2016.g.; Aneks zaveden pod brojem 07-16/16 od 26.06.2016.g.; Aneks III zaveden pod brojem 07-24/16 od 06.10.2016.g.; Aneks IV zaveden pod brojem 07-9/17 od 20.04.2017.g. 2. Ugovor o dugoročnom kreditu BR. RL. 0743/16 zaključen dana 23.06.2016.g. sa UNICREDIT BANK SRBIJA a.d. Beograd.	**Article 18** The rights and responsibilities of the following agreemens will also be transferred to the Acquiring Company: 1. Loan Agreement No. 07-02/16 dated 05.02.2016 concluded with Asseco South Eastern Europe SA Rzeszow including the pertaining annexes: Annex registered under number 07-11/16 dating 25.05.2016; Annex registered under number 07-16/16 dating 26.06.2016; Annex III registered under number 07-24/16 dating 06.10.2016; Annex IV registered under number 07-9/17 dating 20.04.2017. 2. Agreement on Long-term loan No. RL. 0743/16, concluded on 23.06.2016 with UNICREDIT BANK SRBIJA a.d. Beograd.
Član 19 Konstatuje se da Društvo prenosilac nema prava svojine na nepokretnostima i da samim time predmet ove statusne promene nije prenos prava svojine sa Društva prenosioca na Društva sticaoca.	**Article 19** It is acknowledged that the Transferring Company has no proprietary rights over immovable property and thus the subject of this status change is not transfer of proprietary rights from the Transferring Company to the Acquiring Company.
Istupanje u pravnom prometu i odgovornost za obaveze **Član 20.** U pravnom prometu sa trećim licima, Društvo sticalac počev od dana registracije statusne promene izdvajanja uz osnivanje istupa u svoje ime i za svoj račun, ako zakonom nije drukčije predviđeno. Nakon registracije statusne promene izdvajanja uz osnivanje za obaveze prema trećim licima, nastale u poslovanju Društva sticaoca, ovo društvo u skladu sa zakonom i osnivačkim aktom odgovara svojom celokupnom imovinom. Član Društva sticaoca ne odgovara za obaveze Društva prenosioca.	Representations in legal transactions and responsibility for the obligations **Article 20** In legal transactions with third parties, starting from the registration day of status change of demerger and founding, the Acquiring Company represents itself on its behalf, if not stipulated otherwise by the law. Upon registration of status change of separation and founding, regarding obligations towards third parties, incurred in Acquiring Company's business, this company is liable by its entire property in compliance with the law and incorporation act. An Acquiring Company's member is not liable for Transferring Company's obligations.

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Stupanje na snagu	Entering into force
Član 21.	**Article 21**
Za sve što nije predviđeno ovim Planom podele, primenjivaće se odgovarajuće odredbe Zakona o privrednim društvima.	For everything that is not stipulated by this Division Plan, corresponding provisions of the Business Companies Law shall be applied.
Ovaj Plan podele se overava u skladu sa zakonom kojim se uređuje overa potpisa, a stupa na snagu danom kada ga odlukom iz člana 498. Zakona o privrednim društvima odobri Skupština Društva prenosioca.	This Division Plan is verified in compliance with the law regulating signature verification, and it enters into force on the day when the Assembly of the Transferring Company approves it by the resolution from Article 498 of the Business Companies Law.
Plan podele je sastavljen na srpskom i engleskom jeziku, a u slučaju spora primenjuje se verzija na srpskom jeziku.	The Division Plan has been drawn up in Serbian and English, an in the event of dispute, the Serbian version shall be applied.
Ovaj Plan podele je sastavljen u 7 (sedam) istovetnih primeraka od kojih 1 (jedan) zadržava javni beležnik po 2 (dva) zadržavaju Društvo sticalac i Društvo prenosilac, a ostali služe za potrebe prijavljivanja promene kod Agencije za privredne registre, Centralnog registra i drugih državnih organa i organizacija.	This Division Plan has been drawn up in 7 (seven) counterparts, out of which 1 (one) shall be kept by Notary and 2 of each (two) shall be kept by the Acquiring Company and Transferring Company, while other counterparts shall be used for the requirement of registration of the change with Business Registers Agency and other state institutions and organizations.

Predsednik Nadzornog odbora/President of the Supervisory Board

Piotr Jelenski

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Prilog 1: predlog odluke o izmenama i dopunama osnivačkog akta Društva prenosioca- Asseco SEE d.o.o. Beograd/ **Annex 1**: **draft** decision on alterations and amendments to Transferring Company's Asseco SEE d.o.o. Beograd Incorporation Act;

PREDLOG	***DRAFT***
Na osnovu člana 141, i člana 200. stav 1. tačka 1) Zakona o privrednim društvima („Službeni glasnik RS" br. 36 od 27.05.2011, 99/2011, 83/2014 - dr. zakon i 5/2015) i člana 63. Osnivačkog akta Društva „ASSECO SEE" d.o.o. Beograd, Milutina Milankovića br. 19G broj 09-21/16 od 19.12.2016.g. privredno društvo ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republika Poljska kao jedini član „ASSECA SEE" d.o.o. Beograd, dana __.__.201_. god. donosi Odluku o izmenama i dopunama Osnivačkog akta kojom usvaja sledeći:	*Pursuant to Article 141 and Article 200 paragraph 1 item 1 of the Business Companies Law ("Official Gazette of RS" no. 36 dated 27/05/2011, 99/2011, 83/2014 – oth. Law and 5/2015) and Article 63 of the Incorporation Act of ASSECO SEE d.o.o. Beograd, 19G Milutina Milankovića Blvd, Act 09-21/16 dated 19.12.2016, the company ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republic of Poland, as the Sole Shareholder of ASSECO SEE d.o.o. Beograd, on __/__/201, renders the Resolution on Incorporation act amendments thereby approving the following:*
OSNIVAČKI AKT *Društva „ASSECO SEE" d.o.o. Beograd,*	*INCORPORATION ACT* *of* *ASSECO SEE d.o.o. Beograd*
I UVODNE ODREDBE	***I INTRODUCTORY PROVISIONS***
Član 1.	*Article 1*
Ovim osnivačkim aktom član Društva „ASSECO SEE" d.o.o. Beograd, (u daljem tekstu: Društvo) uređuje pitanja koja se tiču upravljanja i poslovanja Društva i to naročito: *-poslovno ime i sedište člana Društva,* *-poslovno ime i sedište Društva,* *-pretežnu delatnost Društva,* *-ukupan iznos osnovnog kapitala Društva,* *-iznos novčanog uloga, odnosno novčanu vrednost i opis eventualnog nenovčanog uloga člana Društva,* *-udeo člana Društva izražen u procentima,* *-organe Društva i njihov delokrug.*	*By this Incorporation Act, Shareholder of the company ASSECO SEE d.o.o. Beograd (hereinafter referred to as: Company) regulates the issues related to the Company's management and business operation, particularly the following:* *- Shareholder's business name and seat,* *- Company's business name and seat,* *- Company's prevailing activity,* *- Total amount of Company's initial capital,* *- Amount of pecuniary contribution, i.e. pecuniary value and description of possible non-pecuniary contribution, if any, of the Company Shareholder,* *- Shareholder's share stated as percentage,* *- Corporate bodies and their scope of activity.*
Član 2.	*Article 2*
Društvo je osnovano na neodređeno vreme.	*The Company has been incorporated for an indefinite period of time.*
Član 3.	*Article 3*
Društvo je organizovano kao jednočlano društvo sa ograničenom odgovornošću, kao društvo kapitala koje obavlja svoju delatnost na tržištu radi sticanja dobiti.	*The Company is organized as a sole-shareholder company with limited liability, as a capital company performing its business activity in the market in order to gain profit.*
II ČLAN DRUŠTVA	***II COMPANY SHAREHOLDER***
Član 4.	*Article 4*
Jedini član Društva je društvo 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 (u daljem tekstu: član).	*The Sole Shareholder of the Company is ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republic of Poland, entered into the register of the District Court in Rzeszow, XII Commercial Department of the State Court Registry, under the reg. no. 0000284571 (hereinafter referred to as: Shareholder).*

NACRT/ DRAFT

Prilog 1/ Appendix 1

III POSLOVNO IME I SEDIŠTE DRUŠTVA	***III COMPANY'S BUSINESS NAME AND SEAT***
Član 5.	*Article 5*
Poslovno ime privrednog društva je: „ASSECO SEE" d.o.o. Beograd. *Skraćeno poslovno ime privrednog društva je: „ASSECO SEE DOO BEOGRAD* *Sedište privrednog društva je: Beograd, Milutina Milankovića br. 19G.* *Odluku o promeni poslovnog imena i/ili sedišta donosi Skupština.*	*Business name of the Company shall be: ASSECO SEE d.o.o. Beograd.* *Abbreviated business name of the Company shall be: ASSECO SEE DOO BEOGRAD* *Company's seat shall be: Belgrade, 19G Milutina Milankovića Blvd.* *The resolution on the change of business name and/or seat shall be rendered by the General Meeting.*
Član 6.	*Article 6*
Poslovna pisma i drugi dokumenti Društva, uključujući i one u elektronskoj formi, koji su upućeni trećim licima sadrže poslovno ili skraćeno poslovno ime, sedište, matični broj i poreski identifikacioni broj Društva. *Društvo može da upotrebljava pečat u poslovnim pismima i drugim dokumentima Društva, ako zakonom nije drugačije propisano.* *Društvo ima štambilj i svoj zaštitni znak.* *Pečat Društva je sferičnog oblika, u koju je unet tekst sledećeg sadržaja:* *Asseco SEE* *d.o.o. Beograd* *Štambilj Društva je pravougaonog oblika u koji je unet tekst sledećeg sadržaja:* *Asseco SEE* *d.o.o. Beograd* *Broj: _____* *Datum:_____* *Izgled zaštitnog znaka Društva je* asseco SOUTH EASTERN EUROPE *Pečati i štambilji mogu sadržati brojeve (rimske i arapske) radi međusobnog razlikovanja.*	*Business letters and other documents of the Company, including the electronic ones, addressed to third parties, shall contain the following details: business or abbreviated business name, seat, ID number and tax identification number of the Company.* *The Company may use its seal on corporate business letters and other documents, unless prescribed differently by the Law.* *The Company shall have its stamp and trademark.* *Company's seal is spherical, containing the following text:* *Asseco SEE* *d.o.o. Beograd* *Company's stamp is rectangular, containing the following text:* *Asseco SEE* *d.o.o. Beograd* *No.: _____* *Date:_____* *Company's trademark has the following appearance:* asseco SOUTH EASTERN EUROPE *The seal and the stamp may contain numbers (Roman and Arabic numerals) for mutual differentiation.*
Član 7.	*Article 7*
Naziv Društva ne može se preneti na drugo društvo, osim kao posledica statusne promene u kojoj taj naziv preuzima društvo sticalac od društva prenosioca koje statusnom promenom prestaje da postoji. *Ako pravno lice, član Društva čiji je naziv sadržan u nazivu Društva prestane da bude član, naziv Društva može nastaviti da sadrži taj naziv samo uz saglasnost tog lica.*	*The Company's name may not be transferred to some other company, except as a consequence of the status change within which the said name is taken over by the acquiring company from the transferring company that is terminated by the status change.* *In case the legal entity, Company Shareholder, whose name is contained in the Company's name, ceases to be the Company Shareholder, the Company's name may continue containing the said name exclusively with the said entity's approval.*
IV DELATNOST DRUŠTVA	***IV COMPANY'S BUSINESS ACTIVITY***

Prilog 1/ Appendix 1

Član 8. *Društvo ima pretežnu delatnost, a može obavljati i sve druge delatnosti koje nisu zakonom zabranjene nezavisno od toga da li su određene ovim osnivačkim aktom.* *Pretežna delatnost koju će Društvo obavljati je:* *6201 Računarsko programiranje.* *Pored pretežne delatnosti Društvo registruje osnivačkim aktom i obavljanje sledećih delatnosti:* *4690 Nespecijalizovana trgovina na veliko;* *4651 Trgovina na veliko računarima, računarskom opremom i softverima;* *4652 Trgovina na veliko elektronskim i telekomunikacionim delovima i opremom;* *4665 Trgovina na veliko kancelarijskim nameštajem;* *4666 Trgovina na veliko ostalim kancelarijskim mašinama i opremom;* *7733 Iznajmljivanje i lizing kancelarjiskih mašina i kancelarijske opreme (uključujući računare);* *7739 Iznajmljivanje i lizing ostalih mašina, opreme i materijalnih dobara;* *6202 Konsultantske delatnosti u oblasti informacione tehnologije;* *6203 Upravljanje računarskom opremom;* *5829 Izdavanje ostalih softvera;* *6311 Obrada podataka, hosting i sl.;* *3312 Popravka mašina;* *9511 Popravka računara i periferne opreme;* *6209 Ostale usluge informacione tehnologije;* *7010 Upravljanje ekonomskim subjektom;* *4614 Posredovanje u prodaji mašina, industrijske opreme brodova i aviona;* *6820 Iznajmljivanje vlastitih ili iznajmljenih nekretnina i upravljanje njima;* *7022 Konsultantske aktivnosti u vezi sa poslovanjem i ostalim upravljanjem;* *6920 Računovodstveni, knjigovodstveni i revizorski poslovi; poresko savetovanje;* *7311 Delatnost reklamnih agencija;* *7312 Medijsko predstavljanje;* *9512 Popravka komunikacione opreme;* *6312 web portali;* *4321 Postavljanje električnih instalacija;* *7810 Delatnost agencija za zapošljavanje;* *7430 Prevođenje i usluge tumača;* *7420 Fotografske usluge;* *7320 Istraživanje tržišta i ispitivanje javnog mnjenja;* *6910 Pravni poslovi;* *8211 Kombinovane kancelarijsko-administrativne usluge:* *8219 Fotokopiranje, pripremanje dokumenata i druga specijalizovana kancelarijska podrška.*	*Article 8* *The Company has a prevailing activity and may also perform all other activities not banned by the Law, regardless of whether they are stipulated by this Incorporation Act.* *The prevailing business activity of the Company shall be:* *6201 Computer programming.* *In addition to the prevailing activity, based on the Incorporation Act, the Company registers performance of the following activities:* *4690 Unspecialized Wholesale Trade;* *4651 Wholesale in Computers, Computer Equipment and Software;* *4652 Wholesale in Electronic and Telecommunication Parts and Equipment;* *4665 Wholesale in Office Furniture;* *4666 Wholesale in Other Office Machines and Equipment;* *7733 Renting and Leasing of Office Machines and Equipment (Including Computers);* *7739 Renting and Leasing of Other Machines, Equipment and Tangible Assets;* *6202 Consulting Activities in the Area of Information Technology;* *6203 Computer Equipment Management;* *5829 Issuance of Other Software;* *6311 Data Processing, Hosting, etc.;* *3312 Machine Repair;* *9511 Repair of Computers and Peripheral Equipment;* *6209 Other Information Technology Services;* *7010 Economic Entity Management;* *4614 Agency in the Sales of Machines, Industrial Equipment, Ships and Airplanes;* *6820 Rental and Management of Own or Rented Real Estate;* *7022 Consulting Activities Related to Business and Other Management;* *6920 Accounting, Posting and Auditing operations; tax consultancy;* *7311 Activity of Advertising Agencies;* *7312 Media Presentation;* *9512 Repair of Communication Equipment;* *6312 Web Portals;* *4321 Electric Installations Setting.* *7810 Employment agency activities;* *7430 Translating and interpreting services;* *7420 Photographic services;* *7320 Market research and Opinion Polls;* *6910 Legal operations;* *8211 Combined office and administration services;* *8219 Photocopying, document preparation and other specialized office support services.*
Član 9. *Društvo može da obavlja i delatnosti za koje je zakonom propisano prethodno pribavljanje saglasnosti, dozvole ili drugog akta državnog organa, samo po dobijanju te dozvole, saglasnosti ili drugog akta državnog organa.*	*Article 9* *The Company may also perform activities which require, as prescribed by Law, prior obtaining of consent, permit or other act of the public authority, exclusively upon obtaining the aforementioned consent, permit or other act of the public authority.*
Član 10.	*Article 10*

Prilog 1/ Appendix 1

Društvo ima pravo da obavlja poslove spoljnotrgovinskog prometa u okviru registrovane delatnosti kao i da vrši usluge u spoljnotrgovinskom prometu u skladu sa zakonom.	*The Company shall be entitled to engage in foreign trade activities within the registered activity and to provide foreign trade services in compliance with the Law.*
Član 11.	*Article 11*
Odluku o promeni pretežne delatnosti Društva donosi Skupština.	*Resolution on the change of Company's prevailing business activity shall be rendered by the General Meeting.*
V OSNOVNI KAPITAL	***V INITIAL CAPITAL***
Član 12.	*Article 12*
Osnovni kapital Društva je novčana vrednost upisanog i uplaćenog uloga jedinog člana Društva u Društvo u iznosu od ***2.967.850,26*** *dinara*	*Company's initial capital comprises the pecuniary amount of the Sole Shareholder's subscribed and paid contribution in the Company, in amount of RSD* ***2.967.850,26****.*
Član 13.	*Article 13*
Osnovni kapital Društva povećava se odlukom Skupštine: *1)novim ulozima postojećeg člana ili člana koji pristupa Društvu,* *2)pretvaranjem rezervi ili dobiti Društva u osnovni kapital,* *3)pretvaranjem (konverzijom) potraživanja prema Društvu u osnovni kapital,* *4)statusnim promenama koje imaju za posledicu povećanje osnovnog kapitala,* *5)pretvaranjem (konverzijom) dodatnih uplata u osnovni kapital.*	*The Company's initial capital shall be increased by the General Meeting's resolution as further follows:* *1) by new contributions of the existing Shareholder or a shareholder acceding to the Company,* *2) by converting Company's reserves or profit into the initial capital,* *3) by converting receivables to the Company into the initial capital,* *4) by status changes resulting in the initial capital increase,* *5) by converting additional payments into the initial capital.*
Član 14.	*Article 14*
U slučaju povećanja broja članova, članovi Društva imaju pravo preče kupovine udela prilikom povećanja osnovnog kapitala novim ulozima u srazmeri sa svojim udelima.	*In case of increase in the number of shareholders, Company's shareholders shall have the pre-emptive right in purchasing shares at the initial capital increase by new contributions, in proportion with their shareholdings.*
Član 15.	*Article 15*
Osnovni kapital Društva može se smanjiti odlukom Skupštine, ali ne ispod zakonom propisanog minimuma osnovnog kapitala.	*The Company's initial capital may be decreased by General Meeting's resolution, yet not below the minimum initial capital prescribed by the Law.*
Član 16.	*Article 16*
Društvo može doneti odluku kojom se istovremeno osnovni kapital Društva smanjuje po jednom osnovu i povećava po drugom osnovu u skladu sa zakonom.	*The Company may render a resolution on simultaneous decrease of the Company's initial capital on one basis and increase thereof on another, in compliance with the Law.*
Član 17.	*Article 17*
Društvo je dužno da jednom godišnje uz registraciju godišnjih finansijskih izveštaja u skladu sa zakonom koji uređuje računovodstvo i reviziju registruje visinu osnovnog kapitala, ako je u prethodnoj poslovnoj godini došlo do promene osnovnog kapitala, u skladu sa zakonom o registraciji.	*The Company shall be bound to register the initial capital amount once per year, along with the registration of annual financial reports, according to the law governing accounting and audit, in the event of initial capital change in the previous business year, in compliance with the Law on Registration.*
Član 18.	*Article 18*

Odlukom Skupštine može se utvrditi obaveza člana Društva da pored uplate upisanog osnovnog kapitala, izvrši dodatne uplate. U slučaju povećanja broja članova Društva, Odluka skupštine kojom se utvrđuje obaveza na dodatne uplate donosi se jednoglasno.	*General Meeting's resolution may establish Shareholder's obligation to effect additional payments in addition to depositing the subscribed initial capital. In case of an increase in the number of Company's shareholders, General Meeting's resolution establishing obligation of additional payments shall be rendered unanimously.*
Član 19.	*Article 19*
Dodatnim uplatama ne povećava se osnovni kapital Društva. *Dodatne uplate mogu biti samo u novcu.* *Dodatne uplate mogu se vratiti članu Društva samo ako nisu neophodne za pokriće gubitaka Društva ili za namirenje poverilaca Društva.* *Dodatne uplate se ne mogu vratiti članu Društva pre uplate odnosno unosa celokupnog upisanog uloga u Društvo.* *Vraćanje dodatnih uplata članu Društva vrši se shodnom primenom odredaba zakona o smanjenju osnovnog kapitala društva.* *U slučaju stečaja Društva, potraživanje člana Društva po osnovu dodatnih uplata namiruje se tek nakon punog namirenja stečajnih poverilaca Društva sa pripadajućim kamatama.*	*Additional payments shall not cause an increase in the Company's initial capital.* *Additional payments may be pecuniary exclusively.* *Additional payments may be refunded to the Company's Shareholder only if not necessary for covering the Company's loss or for settling receivables of Company's creditors.* *Additional payments may not be refunded to the Shareholder prior to the payment, i.e. entry of the entire subscribed contribution into the Company.* *Refund of additional payments to the Company Shareholder shall be conducted by appropriate application of provisions of the Law regarding the decrease in corporate initial capital.* *In the event of Company's bankruptcy, Shareholder's receivables based on additional payments shall be settled only after the full settlement of receivables with the pertaining interests of the Company's bankruptcy creditors.*
VI UDEO U DRUŠTVU	***VI SHARE IN THE COMPANY***
Član 20.	*Article 20*
Privredno društvo ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republika Poljska kao jedini član „ASSECO SEE" d.o.o. Beograd, je vlasnik 100% udela u Društvu po kom osnovu mu pripadaju prava u skladu sa ovim osnivačkim aktom i zakonom. *Član može imati samo jedan udeo u Društvu.* *Povećanjem ili smanjenjem udela, procentualno iskazan udeo člana jednočlanog Društva se ne menja.*	*The company ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republic of Poland, as the Sole Shareholder of ASSECO SEE d.o.o. Beograd, is the holder of 100% share in the Company, thereupon holding rights belonging to it in accordance with the present Incorporation Act and Law.* *The Shareholder may have only one share in the Company.* *Share increase or decrease shall not cause changes in the percentage of the share possessed by the Shareholder of the sole-shareholder Company.*
Član 21.	*Article 21*
Svojstvo člana Društva stiče se danom registracije vlasništva nad udelom, a prestaje danom registracije prestanka svojstva člana u skladu sa zakonom o registraciji. *Društvo je dužno da vodi evidenciju o adresi člana za prijem pošte s tim da član kao svoju adresu za prijem pošte može označiti i za prijem elektronske pošte.* *Lice koje naknadno pristupi Društvu ovaj osnivački akt obavezuje od dana sticanja svojstva člana u skladu sa zakonom.*	*The capacity of Company Shareholder is acquired on the day of registering ownership over the share, and ceases on the day of registering termination of the shareholder capacity, in compliance with the Law on Registration.* *The Company is obliged to keep records of the Shareholder's address for receiving mail, whereas the Shareholder may also designate, as the address for receiving mail, its electronic address for receiving mail.* *The entity acceding subsequently to the Company shall be bound by this Incorporation Act from the day of acquiring the shareholder capacity according to the Law.*
VII PRAVA, OBAVEZE I ODGOVORNOSTI ČLANA DRUŠTVA PREMA PRIVREDNOM DRUŠTVU I	***VII MUTUAL RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF COMPANY SHAREHOLDER***

Prilog 1/ Appendix 1

DRUŠTVA PREMA ČLANU DRUŠTVA	***AND COMPANY***
Član 22. *Društvo samostalno istupa u pravnom prometu i za svoje obaveze odgovara svojom celokupnom imovinom.* *Član Društva ne odgovara za obaveze Društva osim do iznosa neunetog uloga u imovinu Društva.*	*Article 22* *The Company shall appear independently in legal transactions and be accountable for its liabilities with its entire assets.* *The Shareholder shall not be accountable for Company's liabilities except up to the amount of the contribution not entered into the Company's assets.*
Član 23. *Društvo ne može sticati sopstveni udeo dok je jednočlano društvo.* *Sopstvenim udelom se u skladu sa zakonom smatra udeo ili deo udela koji Društvo stekne od svog člana.* *Posao kojim Društvo dok je jednočlano stekne sopstveni udeo ništav je.* *Društvo ne može uzeti u zalogu udeo člana Društva u ovom Društvu.*	*Article 23* *The Company may not acquire its own share as long as it is a sole-shareholder company.* *The own share, according to the Law, shall be understood to mean the share or a share portion acquired by the Company from its Shareholder.* *Business by which the Company, while being the sole-shareholder company, acquires its own share shall be null and void.* *The Company may not take Shareholder's share in this Company as a pledge.*
Član 24. *Prenos udela je slobodan, osim ako je zakonom drugačije određeno.* *Odredbe ovog osnivačkog akta o raspolaganju udelom shodno se primenjuju i na raspolaganje delom udela.* *Udeo se prenosi ugovorom u pisanoj formi sa overenim potpisima prenosioca i sticaoca, a može se preneti i na drugi način u skladu sa zakonom.* *U slučaju prenosa udela ili dela udela vrši se izmena osnivačkog akta koja promena podataka se registruje u skladu sa zakonom o registraciji.*	*Article 24* *The share transfer shall be free, unless differently specified by the Law.* *Provisions of this Incorporation Act related to the share disposal shall apply accordingly to the disposal of a share portion.* *The share is transferred by a written contract with the verified signatures of the transferor and acquirer, and may be transferred in other manners in compliance with the Law.* *In case of the transfer of the share or a share portion, the Incorporation Act shall be amended and the change of data shall be registered in accordance with the Law on Registration.*
Član 25. *Prenosilac udela solidarno odgovara sa sticaocem udela za obaveze prema Društvu po osnovu svog neuplaćenog odnosno neunetog uloga u osnovni kapital Društva, kao i za obavezu dodatnih uplata u pogledu tog udela prema stanju na dan prenosa udela.* *Pravne radnje preduzete prema ili od strane prenosioca udela pre registracije prenosa udela u skladu sa zakonom o registraciji u pogledu tog udela ili odnosa u Društvu smatraju se radnjama preduzetim prema, odnosno od strane sticaoca udela, osim ako je to nespojivo sa prirodom preduzete radnje.* *Član Društva može založiti udeo ili deo udela u skladu sa zakonom kojim se uređuje zaloga na pokretnim stvarima upisanim u registar.*	*Article 25* *The share transferor shall be jointly and severally responsible with the share acquirer for liabilities toward the Company based on its unsubscribed, i.e. non-entered contribution into the Company's initial capital, as well as for the obligation of additional payments regarding this share pursuant to the balance on the share transfer date.* *Legal actions undertaken toward or by the share transferor prior to the share transfer registration according to the Law on Registration with regard to the said share or relations in the Company shall be considered as actions undertaken toward or by the share acquirer, unless if this is unrelated with the nature of the undertaken action.* *The Company Shareholder may pledge its share or a share portion in accordance with the Law governing pledge over movable assets entered in the register.*
Član 26.	*Article 26*

Udeo člana Društva može se podeliti: *1. po osnovu ugovora o prenosu dela udela;* *2. po osnovu pravnog sledbeništva;* *3. u drugim slučajevima, u skladu sa zakonom.* *Članu Društva prestaje svojstvo člana prenosom celokupnog udela.*	*The Shareholder's share may be distributed:* *1) according to the agreement on share portion transfer;* *2) based on legal succession;* *3) in other cases, according to the Law.* *Shareholder's capacity of a shareholder shall cease by the transfer of the entire share.*
Član 27.	*Article 27*
Član Društva ili sa njime povezano lice može u svako doba dati zajam Društvu u skladu sa zakonom.	*The Shareholder or a person related to it may provide a loan to the Company at any time in compliance with the Law.*
Član 28.	*Article 28*
Član Društva je strano pravno lice i kao takvo saglasno Zakonu o stranim ulaganjima uživa punu pravnu sigurnost u pogledu svog uloga i može slobodno i bez odlaganja u konvertibilnoj valuti transferisati u inostranstvo sva finansijska i druga sredstva u vezi sa svojim ulogom u Društvo, a posebno ostvarenu dobit, imovinu koja mu pripada po prestanku Društva, iznose dobijene od prodaje udela ili dela udela u Društvu, dopunske uplate i naknade.	*The Company Shareholder is a foreign legal entity and as such, according to the Law on Foreign Investments, exercises full legal security in terms of its invested capital and may freely and with no delay transfer abroad all financial and other funds, in convertible currency, related to its contribution in the Company, particularly the generated profit, assets belonging to it after termination of the Company, amounts obtained by selling the share or a share portion in the Company, additional payments and remunerations.*
VIII ORGANI DRUŠTVA	***VIII CORPORATE BODIES***
Član 29.	*Article 29*
Upravljanje Društvom je dvodomno. *Organi Društva su Skupština, Nadzorni odbor i Direktori.* *Društvo zastupaju Direktori u skladu sa ovim osnivačkim aktom, a može ga zastupati i Prokurista.*	*The Company management shall be bicameral.* *Corporate bodies encompass the General Meeting, Supervisory Board and Directors.* *The Company shall be represented by Directors in accordance with the present Incorporation Act, and may also be represented by Procurator.*
Skupština	***General Meeting***
Član 30.	*Article 30*
Funkciju Skupštine vrši Asseco South Eastern Europe S.A. kao jedini član Društva koga predstavlja registrovani zastupnik člana, odnosno lice koje on ovlasti ili organ upravljanja člana	*The function of the General Meeting shall be performed by Asseco South Eastern Europe S.A. as the Sole Shareholder of the Company, represented by the Shareholder's registered representative, i.e. a person authorized by the Shareholder or Shareholder's management body*
Član 31.	*Article 31*
Skupština ima sledeću nadležnost: *1)donosi izmene osnivačkog akta;* *2)usvaja finansijske izveštaje, kao i izveštaje revizora ako su finansijski izveštaji bili predmet revizije;* *3)usvaja izveštaje Nadzornog odbora;* *4)odlučuje o povećanju i smanjenju osnovnog kapitala Društva, kao i o svakoj emisiji hartija od vrednosti;* *5)odlučuje o raspodeli dobiti i načinu pokrića gubitaka, uključujući i određivanje dana sticanja prava na učešće u*	*The General Meeting shall have the following competences:* *1) to render amendments to the Incorporation Act;* *2) to approve financial statements and auditor's reports if financial statements were subject to auditing;* *3) to approve reports of the Supervisory Board;* *4) to decide on increase and decrease of Company's initial capital, and on every issuance of securities;* *5) to decide on profit distribution and method for covering*

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dobiti i dana isplate učešća u dobiti članu Društva; *6)imenuje i razrešava predsednika i članove Nadzornog odbora i utvrđuje naknadu za njihov rad odnosno kriterijume za utvrđivanje te naknade;* *7)imenuje revizora i utvrđuje naknadu za njegov rad;* *8)odlučuje o pokretanju postupka likvidacije, kao i o podnošenju predloga za pokretanje stečajnog postupka od strane Društva;* *9)imenuje likvidacionog upravnika i usvaja likvidacione bilanse i izveštaje likvidacionog upravnika;* *10)odlučuje o obavezama članova Društva na dodatne uplate i o vraćanju tih uplata;* *11)daje Prokuru;* *12)odlučuje o pokretanju postupka i davanju punomoćja za zastupanje Društva u sporu sa prokuristom, kao i u sporu sa nekim od članova Nadzornog odbora, odnosno nekim od Direktora;* *13)odlučuje o statusnim promenama i promenama pravne forme;* *14)odobrava pravne poslove u kojima postoji lični interes Direktora odnosno članova Nadzornog odbora u skladu sa članom 66. Zakona o privrednim društvima;* *15)daje saglasnost na sticanje, prodaju, davanje u zakup, zalaganje ili drugo raspolaganje imovinom velike vrednosti u smislu člana 470 ZOPD;* *16)donosi poslovnik o svom radu;* *17)odobrava sve troškove ili obaveze u iznosu od 250.000,00 eura ili većem a koji nisu predviđeni finansijskim i poslovnim planovima;* *18)obavlja i druge poslove u skladu sa zakonom i ovim osnivačkim aktom.*	*losses, including specification of the date for acquiring the right to profit share and date of paying out profit share to the Shareholder;* *6) to appoint the President and Members of the Supervisory Board and relieve them of their duties, as well as to establish remuneration for their work, i.e. criteria for determining the remuneration;* *7) to appoint an auditor and establish remuneration for auditor's work;* *8) to decide on the initiation of a liquidation procedure and on submittal of proposals for instituting a bankruptcy procedure by the Company;* *9) to appoint a liquidator and approve liquidation balance sheets and liquidator's reports;* *10) to decide on the Company Shareholders' obligations of additional payments and their refund;* *11) to grant a letter of proxy;* *12) to decide on launching the procedure and granting power of proxy for representation of the Company in disputes with the Procurator, as well as in disputes with any of the Members of the Supervisory Boards, and/or any of the Directors;* *13) to decide on status changes and changes of the legal form;* *14) to approve legal transactions containing personal interest of Directors and/or Members of the Supervisory Board, in accordance with Article 66 of the Business Companies Law;* *15) to grant consent to acquisition, selling, renting, pledging and other disposal of high-value property in terms of Article 470 of the Business Companies Law;* *16) to render its Rules of Procedure;* *17) to approve all costs or liabilities in the amount of EUR 250,000.00 or more, which are not envisaged by financial and business plans;* *18) to perform other activities in compliance with the Law and the present Incorporation Act.*
Skupština daje prethodnu saglasnost za zaključenje poslova koji po vrednosti nisu u režimu raspolaganja imovinom velike vrednosti u smislu člana 470. ZOPD i to za: *-sticanje, otuđenje i opterećenje udela i akcija koje Društvo poseduje u drugim pravnim licima;* *-sticanje, otuđenje i opterećenje nepokretnosti ukoliko to ne spada u redovno poslovanje Društva;* *-uzimanje kredita, odnosno uzimanje i davanje zajmova, davanje jemstva, garancija i obezbeđenja za obaveze trećih lica.*	*The General Meeting grants its prior consent to concluding deals which, according to their value, are not in the domain of disposal of high-value property in terms of Article 470 of the Business Companies Law, particularly to the following:* *- acquisition, alienation and encumbrance of stakes and shares the Company owns in other legal entities;* *- acquisition, alienation and encumbrance of real estate if this does not account for the Company's regular business operation;* *- raising loans, i.e. raising and granting loans, granting warranty, guarantee and security for third party's liabilities.*
Član 32. *Sednice Skupštine mogu biti redovne i vanredne.* *Redovna sednica Skupštine se održava jednom godišnje, najkasnije u roku od šest meseci od završetka poslovne godine.* *Neodržavanje redovne sednice nema uticaja na pravnu valjanost pravnih poslova, radnji i odluka Društva.*	*Article 32* *The General Meeting's sessions may be ordinary and special.* *The General Meeting's ordinary session shall be convened once a year, within six months at the latest from the business year end.* *Failure to hold an ordinary session shall not affect legal validity of legal transactions, actions and resolutions of the Company.*
Član 33. *Sednicu saziva po potrebi, odnosno obavezno u slučajevima propisanim zakonom, jedan od Direktora Društva, a može je sazvati Nadzorni odbor ili sam član.* *Mesto održavanja sednica skupštine je sedište Društva, izuzev u slučaju da član ne odluči drugačije.*	*Article 33* *A session shall be convened when required, i.e. mandatory in cases prescribed by the Law, by one of the Company Directors, and may be convened by the Supervisory Board or the Shareholder itself.* *The General Meeting's session shall be held at the Company's seat, unless the Shareholder decides*

Svaka odluka Skupštine ukoliko je donetana na sednici se unosi u zapisnik koji sadrži naročito podatke o: danu i mestu održavanja i donetim odlukama.	*differently.* *Each resolution of the General Meeting if rendered in a session shall be entered into the meeting minutes containing especially the following details: the session date and venue and rendered resolutions.*
Član 34. *Svaka odluka u okviru nadležnosti Skupštine može biti doneta i van sednice, pod uslovom da je potpiše registrovani zastupnik člana, ili lice koje on ovlasti odnosno, predsednik – predsedavajući Upravnog odbora ili Nadzornog odbora člana.*	*Article 34* *Each resolution within the General Meeting's competence may be rendered out of the session, provided it is signed by a Shareholder's registered representative, or a person authorized by the Shareholder, i.e. President – Chairperson of the Shareholder's Management Board or Supervisory Board.*
Nadzorni odbor *Član 35.* *Nadzorni odbor ima pet članova koje imenuje Skupština na period od četiri godine.* *Članovi Nadzornog odbora ne mogu imati zamenike.* *Članovi Nadzornog odbora ne mogu biti Direktori niti prokuristi Društva.* *Članovi nadzornog odbora registruju se u skladu sa zakonom o registraciji.*	***Supervisory Board*** *Article 35* *Supervisory Board shall have five members appointed by the General Meeting for the mandate of four years.* *Supervisory Board Members may have no deputies.* *Supervisory Board Members may be neither Company Directors nor Procurators.* *Supervisory Board Members shall be registered in compliance with the Law on Registration.*
Član 36. *Član Nadzornog odbora ne može biti lice:* *-koje je direktor ili član Nadzornog odbora u više od pet društava;* *-koje je osuđeno za krivično delo protiv privrede, tokom perioda od pet godina računajući od dana pravosnažnosti presude, s tim da se u taj period ne uračunava vreme provedeno na izdržavanju kazne zatvora;* *-kome je izrečena mera bezbednosti zabrana obavljanja delatnosti koja predstavlja pretežnu delatnost društva, za vreme dok traje ta zabrana.* *Član Nadzornog odbora ne može biti zaposlen u Društvu.*	*Article 36* *Supervisory Board Member may not be a person:* *- who is a director or a supervisory board member in more than five companies;* *- who has been convicted of a criminal offence against economy within five years from the effective date of the judgement, while the said period does not include time spent on serving a prison sentence;* *- whom has been pronounced a security measure of banning performance of the activity which is the Company's prevailing business activity within the effectiveness of the ban.* *Supervisory Board Member may not be employed with the Company.*
Član 37. *Član Nadzornog odbora ima pravo na naknadu za svoj rad, kao i pravo na bonus.* *Odluku o pravu na naknadu i pravu na bonus donosi Skupština.* *Odlukom iz stava 2. ovog člana određuje se visina naknade odnosno kriterijumi za utvrđivanje naknade i bonusa iz stava 1. ovog člana.*	*Article 37* *Supervisory Board Member is entitled to remuneration for their work and a right to bonus.* *Resolution on right to remuneration and right to bonus shall be rendered by the General Meeting.* *The resolution set forth in paragraph 2 of this Article shall specify the level of remuneration, i.e. criteria for the establishment of remuneration and bonus stipulated in paragraph 1 of this Article.*
Prestanak mandata i razrešenje članova Nadzornog odbora	***Supervisory Board Members' Mandate Termination and Relief of Duties***

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Član 38. *Mandat člana Nadzornog odbora prestaje istekom perioda na koji je imenovan.* *Skupština može razrešiti člana Nadzornog odbora i pre isteka mandata na koji je imenovan, bez navođenja razloga.* *Ako član Nadzornog odbora prestane da ispunjava uslove definisane članom 36. ovog osnivačkog akta, smatra se da mu je prestao mandat danom prestanka ispunjenosti tih uslova.* ***Članovima Nadzornog odbora prestaje mandat ako Skupština ne usvoji godišnje finansijske izveštaje u roku koji je predviđen za održavanje redovne sednice Skupštine.*** *Imenovanje novih članova Nadzornog odbora vrši se na prvoj narednoj sednici Skupštine do kada član Nadzornog odbora kome je prestao mandat nastavlja da obavlja svoju dužnost, ukoliko njegovo mesto nije popunjeno kooptacijom u skladu sa zakonom.* *Član Nadzornog odbora može u svako doba preostalim članovima Nadzornog odbora ili Skupštini dati ostavku pisanim putem koja proizvodi dejstvo danom podnošenja osim ako u njoj nije naveden neki kasniji datum.*	*Article 38* *Mandate of Supervisory Board Member shall cease upon the expiry of its appointment period.* *The General Meeting may relieve a Supervisory Board Member of its duties even before the expiry of mandate it is appointed for, without stating the reasons.* *In the event that Supervisory Board Member ceases to meet the conditions defined in Article 36 hereof, it shall be considered that the Supervisory Board Member's mandate terminated on the date when fulfilment of the conditions ceased.* ***Supervisory Board Members' mandate shall be terminated in case the General Meeting does not approve annual financial reports within the timeframe envisaged for holding a General Meeting's ordinary session.*** *Appointment of new Supervisory Board Members shall be performed in the first upcoming session of the General Meeting by which time the Supervisory Board Member whose mandate has ceased shall continue performing its duties unless its position is filled by co-optation in compliance with the Law.* *Supervisory Board Member may submit its resignation in writing, at any time, to other Supervisory Board Members or the General Meeting, which shall become effective as of the submittal date, unless a later date is stipulated therein.*
Nadležnost Nadzornog odbora *Član 39.* *Nadzorni odbor:* *1)određuje poslovnu strategiju Društva;* *2)imenuje i razrešava Direktore, odlučuje o naknadi i stimulaciji za njihov rad;* *3)nadzire rad Direktora i usvaja njihove izveštaje;* *4)vrši unutrašnji nadzor nad poslovanjem Društva;* *5)vrši nadzor nad zakonitošću poslovanja Društva;* *6)ustanovljava računovodstvene politike Društva i politike upravljanja rizicima;* *7)razmatra i utvrđuje finansijske izveštaje Društva i dostavlja ih Skupštini na usvajanje;* *8)daje nalog revizoru za ispitivanje godišnjih finansijskih izveštaja Društva;* *9)predlaže Skupštini izbor revizora i nagradu za njegov rad;* *10)kontroliše predlog raspodele dobiti i drugih plaćanja članu;* *11)odlučuje o pokretanju postupka i davanju punomoćja za zastupanje Društva u sporu sa Direktorom/ima;* *12)daje saglasnost Direktorima za preduzimanje poslova ili radnji u skladu sa zakonom i ovim osnivačkim aktom;* *13)donosi poslovnik o radu Nadzornog odbora;* *14)obavlja i druge poslove u skladu sa zakonom, ovim osnivačkim aktom i odlukom Skupštine.* *Odlučivanje o pitanjima iz nadležnosti Nadzornog odbora ne može se preneti na Direktore*	***Supervisory Board's Competence*** *Article 39* *Supervisory Board shall:* *1) determine Company's business strategy;* *2) appoint Directors and relieve them of their duties, decide on remuneration and incentives for their work;* *3) supervise work of Directors and approve their reports;* *4) conduct internal supervision over Company's business operation;* *5) conduct supervision over the legality of Company's business operation;* *6) establish Company's accounting policies and risk management policies;* *7) contemplate and establish Company's financial reports and submit them to the General Meeting for approval;* *8) issue an order to an auditor for reviewing Company's annual financial reports;* *9) propose election of an auditor to the General Meeting and reward for the auditor's work;* *10) control a proposal of profit distribution and other payments to the Shareholder;* *11) decide on initiating the procedure and granting a power of proxy for representing the Company in dispute with Director(s);* *12) grant consent to Directors for undertaking activities or actions in accordance with the Law and the present Incorporation Act;* *13) render Supervisory Board's Rules of Procedure;* *14) perform also other activities in compliance with the Law, this Incorporation Act and the General Meeting's resolution.* *Decision-making on the issues pertaining to the Supervisory Board's competence may not be*

Društva. *Skupština, u hitnim slučajevima kao i u drugim slučajevima po slobodnoj proceni Čana, može odlučivati o svim pitanjima koja su u nadležnosti Nadzornog odbora, izuzev kada se radi o pitanjima iz člana 40. ovog osnivačkog akta, kao i u drugim slučajevima kada Nadzorni odbor ima ulogu predlagača odnosno podnosioca izveštaja u odnosu Skupštinu, ukoliko ovim osnivačkim aktom nije izričito drugačije određeno.*	*transferred to Company's Directors.* *Under urgent circumstances and in other cases at the Shareholder's own discretion, the General Meeting may decide on all the issues pertaining to the Supervisory Board's competence, except on the issues set forth in Article 40 hereof, as well as in other cases when the Supervisory Board acts as proposal and/or report submitter to the General Meeting, unless expressly defined differently by the present Incorporation Act.*
Član 40.	*Article 40*
Nadzorni odbor na redovnoj sednici Skupštine pored godišnjih finansijskih izveštaja podnosi na usvajanje: *-u pisanoj formi izveštaj o poslovanju Društva i sprovedenom nadzoru nad radom Direktora;* *-izveštaje o računovodstvenoj praksi i praksi finansijskog izveštavanja Društva;* *-izveštaje o usklađenosti poslovanja Društva sa zakonom i drugim propisima;* *-izveštaje o kvalifikovanosti i nezavisnosti revizora društva u odnosu na Društvo, ako su finansijski izveštaji Društva bili predmet revizije i* *-druge izveštaje u slučajevima predviđenim zakonom.*	*In an ordinary session of the General Meeting, apart from annual financial reports, the Supervisory Board shall submit the following for approval:* *- a written report on Company's business operation and completed supervision over Directors' work;* *- reports on Company's practices in accounting and financial reporting;* *- reports on compliance of Company's business operation with the Law and other regulations;* *- reports on qualifications and independence of the Company's auditor in relation with the Company, provided Company's financial reports were subject to auditing, and* *- other reports in cases envisaged by the Law.*
Predsednik Nadzornog odbora	***President of the Supervisory Board***
Član 41.	*Article 41*
Predsednika Nadzornog odbora imenuje Skupština iz redova članova Nadzornog Odbora. *Predsednik Nadzornog odbora saziva i predsedava sednicama Nadzornog odbora, predlaže dnevni red i odgovoran je za vođenje zapisnika sa sednica odbora.* *Predsednik Nadzornog odbora je dužan da sazove sednicu na pisani zahtev bilo kog člana Nadzornog odbora najkasnije u roku od 30 dana od dana podnošenja tog zahteva. U suprotnom, sednicu može sazvati i taj član uz navođenje razloga za sazivanje sednice i predlog dnevnog reda.* *U slučaju odsutnosti predsednika Nadzornog odbora, svaki od članova Nadzornog odbora može sazvati sednicu, a većinom glasova prisutnih članova bira se jedan za predsedavajućeg na početku sednice.* *Predsednik Nadzornog odbora registruje se u skladu sa Zakonom o registraciji.*	*President of the Supervisory Board shall be appointed by the General Meeting from among Supervisory Board Members.* *President of the Supervisory Board shall convene and preside over sessions of the Supervisory Board, propose the agenda and be responsible for keeping minutes of the Board's sessions.* *President of the Supervisory Board shall be bound to convene a session upon written request of any Member of the Supervisory Board, within 30 days at the latest from the date of submitting the said request. Otherwise, a session may be convened by the Member with the statement of reasons for convening the session and proposal of the agenda.* *In the absence of the President of the Supervisory Board, each Member of the Supervisory Board may convene a session, while one of them shall be elected Chairman at the beginning of the session by the majority of votes of the present Members.* *President of the Supervisory Board shall be registered in compliance with the Law on Registration.*
Član 42.	*Article 42*
Način rada Nadzornog odbora uređuje se poslovnikom o radu Nadzornog odbora.	*Method of Supervisory Board's performance shall be regulated by the Supervisory Board's Rules of Procedure.*
Sazivanje sednice, kvorum za održavanje sednice i rad Nadzornog odbora	***Convening a Session, Quorum for Holding a Session and Supervisory Board's Performance***

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Član 43. *Pisani poziv za sednicu sa navođenjem dnevnog reda i materijalima za sednicu dostavlja se svim članovima najkasnije 8 dana pre dana sednice osim ako se svi članovi Nadzornog odbora saglase drugačije.* *Odluke donete na sednici Nadzornog odbora koja nije sazvana u skladu sa zakonom, ovim osnivačkim aktom i poslovnikom nisu punovažne, sem ukoliko se svi članovi ne saglase drugačije.* *Kvorum za rad sednice je većina članova od ukupnog broja članova Nadzornog odbora.* *Sednice se mogu održati i pisanim ili elektronskim putem, telefonom, telegrafom, telefaksom ili upotrebom drugih sredstava audio-vizuelne komunikacije pod uslovom da se tome ne protivi nijedan član Nadzornog odbora u pisanoj formi, koje protivljenje se može pismeno izjaviti najkasnije do zakazanog termina sednice.* *Odsutni članovi Nadzornog odbora mogu glasati i pisanim putem, kada se za potrebe kvoruma smatra da su prisustvovali sednici.* *Nadzorni odbor donosi odluke većinom glasova prisutnih članova Nadzornog odbora.* *Ako su glasovi prisutnih članova Nadzornog odbora jednako podeljeni, odlučujući je glas predsednika odnosno predsedavajućeg.*	*Article 43* *A written invitation to a session stating the agenda and session material shall be distributed to all Members 8 days at the latest prior to the session, unless differently agreed by all Supervisory Board Members.* *Resolutions rendered in the Supervisory Board's session not convened in accordance with the Law, this Incorporation Act and Rules of Procedure, shall not be enforceable unless agreed differently by all Members.* *Quorum for running the session refers to the majority number of members out of the total number of Supervisory Board Members.* *A session may also be held in writing or electronically, by telephone, telegraph, fax or using other means of audio-visual communication, on condition it is not opposed to by any Supervisory Board Member in writing, while the said opposition may be declared in writing until the scheduled session date and time at the latest.* *Absent Members of the Supervisory Board may also vote in writing, when they will be regarded as present in the session for quorum purposes.* *Supervisory Board shall render resolutions by the majority of votes of the present Supervisory Board Members.* *In case of equality of votes given by the present Members of the Supervisory Board, the casting vote shall be the one of the President, i.e. Chairperson.*
Član 44. *Sednici Nadzornog odbora na kojoj se raspravlja o finansijskim izveštajima obavezno prisustvuje revizor Društva.* *Sednici Nadzornog odbora mogu po pozivu predsednika Nadzornog odbora prisustvovati i druga stručna lica, ako su potrebna za raspravljanje po pojedinim pitanjima na dnevnom redu.*	*Article 44* *A Supervisory Board's session envisaging discussion of financial reports shall require mandatory attendance of the Company's auditor.* *Upon the invitation of the President of the Supervisory Board, a Supervisory Board's session may also be attended by other professionals, if required for the discussion by certain items of the agenda.*
Zapisnik sa sednice Nadzornog odbora *Član 45* *Na sednicama Nadzornog odbora vodi se zapisnik koji sadrži naročito: mesto i vreme održavanja sednice, dnevni red, spisak prisutnih i odsutnih članova, bitan sadržaj rasprave po svakom pitanju dnevnog reda, rezultat glasanja i donete odluke, kao i eventualno izdvojena mišljenja pojedinih članova.* *Zapisnik potpisuje predsednik odnosno u odsustvu predsednika, predsedavajući sednicom i dostavlja se svakom članu u roku od 8 dana od dana održane sednice, a najkasnije uz poziv za narednu sednicu.* *Nepostupanje po odredbama ovog člana o vođenju, potpisivanju i dostavljanju zapisnika ne utiče na punovažnost donetih odluka.*	***Minutes of the Supervisory Board's Session*** *Article 45* *Minutes shall be kept in Supervisory Board's sessions and shall particularly include the following: time and venue of the session, agenda, list of present and absent Members, important content of the discussion by each item of the agenda, vote results, resolutions rendered, and possible singled-out opinions, if any, of certain Members.* *Minutes shall be signed by the President, or, if the President is absent, by the Chairperson of the session, and shall be distributed to each Member within 8 days from the date of the session held, and along with the convening of the next session at the latest.* *Failure to comply with the provisions of this Article on keeping, signing and distributing Minutes shall not affect validity of the rendered resolutions.*
Odgovornost članova Nadzornog odbora *Član 46.*	***Accountability of Supervisory Board Members***

Članovi Nadzornog odbora koji su glasali za konkretnu odluku odgovaraju Društvu za štetu koju mu prouzrokuju odlukom donetom kršenjem odredaba zakona, ovog osnivačkog akta ili odluka Skupštine. *Ne postoji odgovornost za štetu iz stava 1. ovog člana u slučaju postupanja u skladu sa odlukom Skupštine.* *Član Nadzornog odbora koji je bio uzdržan od glasanja smatra se da je glasao za tu odluku u pogledu postojanja odgovornosti za štetu.* *Član Nadzornog odbora koji nije bio prisutan sednici niti je za nju glasao na drugi način, smatra se da je glasao za tu odluku u pogledu postojanja odgovornosti za štetu ako se toj odluci nije pismeno usprotivio u roku od 8 dana od dana saznanja za njeno donošenje.* *Zahtev Društva za naknadu štete u skladu sa ovim članom zastareva u roku od tri godine od dana nastupanja štete.* *Društvo se ne može odreći zahteva za naknadu štete osim u skladu sa odlukom Skupštine.*	*Article 46* *Supervisory Board Members who voted in favour of a particular resolution shall be accountable to the Company for damage inflicted on the Company by the resolution rendered in violation of provisions of the Law, this Incorporation Act or General Meeting's resolutions.* *There shall be no accountability for the damage set forth in paragraph 1 of this Article in case of acting in accordance with the General Meeting's resolution.* *Supervisory Board Member who abstained from voting shall be considered to have voted in favour of the resolution in terms of the existence of accountability for the damage.* *Supervisory Board Member who was neither present in the session nor has voted in some other manner shall be considered to have voted in favour of the resolution in terms of the existence of accountability for the damage, unless the said Member opposed to the resolution in writing within 8 days from the day of becoming aware of its rendering.* *Company's request for damages in line with this Article shall become out-dated within three years from the date of damage emergence.* *The Company may not waive a request for damages otherwise except according to the General Meeting's resolution.*
Direktori *Član 47.* *Društvo ima pet Direktora koji su zakonski zastupnici Društva.* *Direktore bira Nadzorni odbor ili Skupština Društva na mandatni period od tri godine.* *Mandat Direktora počinje danom donošenja odluke osim ako u odluci o imenovanju nije odlučeno drugačije.* *Direktor u svako doba može podneti ostavku Nadzornom odboru ili Skupštini, koja proizvodi dejstvo danom podnošenja, osim ako u njoj nije naveden neki kasniji datum, a koja ostavka se registruje u skladu sa zakonom o registraciji.* *Nadzorni odbor ili Skupština Društva može razrešiti Direktora/e u bilo koje vreme sa ili bez navođenja razloga.* *Direktori imaju pravo na naknadu za svoj rad, kao i pravo na bonuse koji se utvrđuju odlukom Nadzornog odbora ili Skupštine.* *O pravima i obavezama direktora, uključujući i pravo na nadoknadu utvrđenu odlukom Nadzornog odbora ili Skupštine, biće, sa svakim Direktorom pojedinačno, zaključen ugovor, koji u ime društva zaključuje-potpisuje Predsednik Nadzornog odbora ili član društva preko svojih ovlaščenih lica, ili preko punomoćnika.* *O pravima i obavezama Direktora iz radnog odnosa (godišnjem odmoru, službenom putu i sl.) odlučuju bilo koja dva druga Direktora, sem prava o kojima u skladu sa ovim osnivačkim aktom odlučuje član društva preko svojih ovlaščenih lica ili preko punomočnika.*	***Directors*** *Article 47* *The Company shall have five Directors who shall be legal representatives of the Company.* *Directors shall be elected by the Supervisory Board or the General Meeting for the tenure of three years.* *Director's tenure shall commence on the date of rendering the resolution unless the resolution on appointment specifies differently.* *Director may submit to the Supervisory Board or the General Meeting, at any time, their letter of resignation, which shall be effective as of the date of its submittal, unless a later date is stated therein, whereas the said resignation shall be registered in compliance with the Law on Registration.* *The Company's Supervisory Board or General Meeting may relieve Director(s) of their duties at any time with or without stating reasons. Directors are entitled to remuneration for their work and right to bonuses, which shall be established by the Supervisory Board's or General Meeting's resolution.* *An agreement on Director's rights, obligations and remuneration established by the Supervisory Board's or General Meeting's resolution shall be concluded with each Director individually and entered into-signed by the President of the Supervisory Board or Company Shareholder via its authorized persons or proxies.* *Any other two Directors shall decide on a Director's rights and obligations stipulated within employment (annual leave, business trip, etc.), excluding the rights to be decided upon, in accordance with the present Incorporation Act, by Company Shareholder via its authorized persons or proxies.*
Član 48. *Direktor može biti svako poslovno sposobno*	*Article 48*

lice. *Direktor ne može biti lice:* *-koje je direktor ili član nadzornog odbora u više od pet društava;* *-koje je osuđeno za krivično delo protiv privrede, tokom perioda od pet godina računajući od dana pravnosnažnosti presude, s tim da se u taj period ne uračunava vreme provedeno na izdržavanju kazne zatvora;* *-kome je izrečena mera bezbednosti zabrana obavljanja delatnosti koja predstavlja pretežnu delatnost Društva za vreme dok traje ta zabrana.*	*Director may be any person with business capabilities.* *Director may not be the person:* *- who is a director or a member of the supervisory board in more than five companies;* *- who has been convicted of a criminal offence against economy within five years from the effective date of the judgement, while the said period does not include time spent on serving a prison sentence;* *- whom has been pronounced a security measure of banning performance of the activity which is the Company's prevailing business activity within the duration of the ban.*
Nadležnost i odgovornost direktora *Član 49.* *Direktori imaju zakonsku obavezu da za sednicu Skupštine pripreme:* *1)finansijske izveštaje sa mišljenjem revizora ako je revizija finansijskih izveštaja obavezna za Društvo u skladu sa zakonom kojim se uređuje računovodstvo i revizija koji finansijski izveštaji se mogu prethodno dostaviti Nadzornom odboru na razmatranje, koji ih prosleđuje Skupštini na usvajanje, izuzev u slučaju hitnosti kada se finansijski izveštaji dostavljaju direktno Skupštini na razmatranje i usvajanje;* *2)predlog odluke o raspodeli dobiti, ako je ostvarena;* *3)tekst predloga svake odluke čije se donošenje predlaže sa obrazloženjem;* *4)tekst svakog ugovora ili drugog pravnog posla koji se u skladu sa zakonom predlaže za odobrenje;* *5)detaljan opis svakog pitanja koje se predlaže za raspravu sa komentarom ili izjašnjenjem Direktora,* *6)drugi dokumenti i informacije od značaja za rad i odlučivanje Skupštine.*	***Director's Competence and Responsibility*** *Article 49* *Directors shall have a legal obligation to prepare the following for a General Meeting's session:* *1) financial reports with an auditor's opinion in case auditing of financial reports is mandatory for the Company in line with the Law regulating accounting and audit, while the said financial reports may be previously submitted for consideration to the Supervisory Board, which shall forward them to the General Meeting for approval, except in urgent cases when financial reports shall be directly submitted to the General Meeting for consideration and approval;* *2) proposal of a resolution on distribution of profit, if generated;* *3) text of proposal for each resolution whose rendering is proposed with the statement of reasons;* *4) text of each contract or other legal transaction proposed for approval in accordance with the Law;* *5) detailed description of each issue proposed for discussion with Director's comment or statement,* *6) other documents and information significant for the General Meeting's operation and decision-making.*
Član 50. *Direktori vode poslove Društva zajednički u skladu sa zakonom, ovim osnivačkim aktom i odlukama Skupštine Društva.* *Pod zajedničkim vođenjem poslova iz stava 1. ovog člana podrazumeva se da se odluke u vezi sa vođenjem poslova Društva donosi kolektivno uz obavezan supotpis dva Direktora u granicama ovlašćenja propisanim odlukom Skupštine.* *Pored vođenja poslovanja, Direktori obavljaju i sve druge poslove koji u skladu sa ovim osnivačkim aktom i zakonom nisu u nadležnosti Skupštine i Nadzornog odbora.*	*Article 50* *Directors shall jointly manage Company's activities in compliance with the Law, this Incorporation Act and General Meeting's resolutions.* *Joint management of activities set forth in paragraph 1 of this Article implies that resolutions related to the management of Company's activities shall be rendered collectively with mandatory co-signature by two Directors, within the constraints of authorizations prescribed by the General Meeting's resolution.* *In addition to the management of business operation, Directors shall also perform all other activities not pertaining to the competences of the General Meeting and Supervisory Board in accordance with the present Incorporation Act and the Law.*
Član 51. *Svaki Direktor odgovara Društvu za štetu koju mu prouzrokuje kršenjem odredaba zakona, ovog osnivackog akta, odluka Nadzornog odbora i Skupštine. Ovaj zahtev Društva za naknadu štete zastareva u skladu sa zakonom protekom roka od 3 godine od dana nastupanja štete.* *Izuzetno, Direktor neće biti odgovoran za štetu ako je postupao u skladu sa odlukom Skupštine.*	*Article 51* *Each Director shall be accountable to the Company for the damage inflicted by violating provisions of the Law, this Incorporation Act, resolutions rendered by the Supervisory Board and General Meeting. Such a Company's request for damages shall become out-dated in line with the Law upon the expiry of 3 years from the damage emergence.* *As an exception, Director shall be held accountable for the damage in case they complied with*

Član 52. *Direktori svi-kolektivno odgovaraju Nadzornom odboru i Skupštini za uredno vođenje poslovnih knjiga Društva, tačnost finansijskih izveštaja kao i za uredno vođenje evidencije o svim odlukama Skupštine.* *Direktori svi-kolektivno su u obavezi da izveštavaju Nadzorni odbor o računovodstvenoj praksi i praksi finansijskog izveštavanja Društva, kao i usklađenosti poslovanja Društva sa zakonom i drugim propisima.*	*the General Meeting's resolution.* *Article 52* *Directors, all collectively, shall be accountable to the Supervisory Board and General Meeting for proper keeping of Company's business books and accuracy of financial statements, as well as for proper keeping of records on all General Meeting's resolutions.* *Directors, all collectively, shall have an obligation to report to the Supervisory Board on Company's practices in accounting and financial reporting, as well as on compliance of Company's business operation with the Law and other regulations.*
Kolegijum direktora *Član 53.* *Radi koordinanog rada iz delokruga nadležnosti Direktora održavaju se kolegijumi Direktora.* *Kolegijumom predsedava Predsednik Kolegijuma, a u njegovom odsustvu, kolegijumom predsedava zamenik Predsednika Kolegijuma.* *Predsednika Kolegijuma i Zamenika Predsednika Kolegijuma odlukom imenuje Skupština iz redova Direktora.*	***Collegium of Directors*** *Article 53* *With the purpose of coordinating work within the scope of Directors' competences, meetings of the Collegium of Directors shall be held.* *President of the Collegium shall preside over the Collegium, and, in the absence of the President, Deputy President of the Collegium shall preside.* *President of the Collegium and Deputy President of the Collegium shall be elected from the line of Directors and appointed by the General Meeting's resolution.*
Zastupanje Društva *Član 54.* *Društvo zastupaju u unutrašnjem i spoljno-trgovinskom prometu zajednički-kolektivno u vidu obaveznog supotpisa po dva Direktora u skladu sa ovlašćenjima definisanim posebnom odlukom Skupštine.* *Društvo zastupa i svako drugo lice po zajedničkoj punomoći koju su potpisala dva direktora u skladu sa ovlašćenjima utvrđenim posebnom odlukom Skupštine.* *Ovlašćena lica za zastupanje iz stava 1. i ograničenje ovlašćenja zastupnika registruju se u skladu sa zakonom o registraciji.* *Direktori mogu posebnom odlukom preneti svoja ovlašćenja na druga lica pod uslovom da ovu odluku obavezno potpišu svi Direktori koji prenose svoja ovlašćenja uz obavezan supotpis najmanje dva Direktora.* *Lica koja kao zaposleni u Društvu rade na poslovima čije obavljanje u redovnom poslovanju uključuje i zaključivanje ili ispunjenje određenih ugovora ili preduzimanje drugih pravnih radnji ovlašćena su da u ime Društva kao* ***punomoćnici po zaposlenju*** *zaključuju i ispunjavaju te ugovore, odnosno preduzimaju te pravne radnje u granicama poslova na kojima rade, bez posebnog punomoćja.* *Prokura je poslovno punomoćje (pojedinačno ili zajedničko) kojim Društvo odlukom Skupštine ovlašćuje jedno ili više fizičkih lica da u njegovo ime i za njegov račun zaključuju pravne poslove i preduzimaju druge pravne radnje.* *Prokura je neprenosiva na druga lica.* *Svaki zastupnik, punomoćnik, punomoćnik po*	***Representation of Company*** *Article 54* *The Company shall be represented in domestic and foreign trade jointly-collectively in the form of mandatory co-signature of two Directors in accordance with authorizations defined by the General Meeting's special resolution.* *The Company shall also be represented by any person per joint Power of Attorney signed by two Directors in accordance with authorizations defined by the General Meeting's special resolution.* *The persons authorized for representation set forth in paragraph 1 and limitations of representatives' authorizations shall be registered in compliance with the Law on Registration.* *By means of a special resolution, Directors may transfer their authorizations to other persons, on condition that the resolution is mandatorily signed by all Directors transferring their authorizations with the compulsory co-signature of at least two Directors.* *The persons who, as employees at the Company, deal with activities the performance of which, in ordinary business operation, also involves concluding or fulfilling certain contracts or undertaking other legal actions shall be authorized as* ***proxies by employment*** *to fulfil, on behalf of the Company, the said contracts and/or undertake the said legal actions within the activities they perform, with no special power of proxy.* *A letter of proxy shall be understood to mean a business proxy (individual or joint) used by the Company to authorize, by General Meeting's resolution, one or several private individuals to enter into legal transactions and undertake other legal actions on behalf and for account of the Company.* *A letter of proxy shall be non-transferable to other persons.*

zaposlenju i prokurista ima obavezu da uz svoj potpis navede svoju funkciju u Društvu.	*Each representative, proxy, proxy by employment and procurator shall be obliged to accompany their signature with their function within the Company.*
Član 55.	*Article 55*
Direktori, punomoćnici po zaposlenju odnosno prokuristi su u obavezi prema Društvu da poštuju sva ograničenja propisana osnivačkim aktom i drugim aktima Društva, kao i naloge utvrđene odlukom Skupštine ili Nadzornog odbora, a zastupnik Društva, punomoćnik po zaposlenju odnosno prokurista koji prekorači ograničenja ili nalog, odgovoran je za štetu koja se time prouzrokuje Društvu ili trećem licu sa kojim je posao zaključen.	*Directors, proxies by employment and procurators have an obligation to the Company to comply with all limitations prescribed by the Incorporation Act and other corporate acts, as well as with the orders established by the General Meeting's or Supervisory Board's resolution, whereas the Company's representative, proxy by employment and procurator exceeding the limitations or order shall be accountable for the damage thereby inflicted on the Company or a third party which the transaction has been concluded with.*
Izuzetno, lica iz stava 1. ovog člana ne odgovaraju za štetu, ako su postupala u skladu sa odlukom Nadzornog odbora ili odlukom Skupštine, odnosno ako su njihove radnje naknadno odobrene od strane Nadzornog odbora ili Skupštine Društva.	*As an exception, the persons set forth in paragraph 1 of this Article shall not be accountable for the damage provided they acted in accordance with the Supervisory Board's or General Meeting's resolution, i.e. if their actions were subsequently approved by the Company's Supervisory Board or General Meeting.*
Član 56.	*Article 56*
Zastupnik Društva, punomoćnik po zaposlenju i prokurista ne može bez posebnog ovlašćenja nastupati kao druga ugovorna strana i sa Društvom zaključivati ugovore u svoje ime i za svoj račun, u svoje ime, a za račun drugog lica, niti u ime i za račun drugog lica.	*Company's representative, proxy by employment or procurator may not act, without special authorization, as the opposite Party and conclude with the Company contracts on its own behalf and for its own account, on its own behalf and for someone else's account, or on someone else's behalf and for someone else's account.*
Ovlašćenje iz stava 1. ovog člana daje se odlukom Skupštine.	*The authorization stipulated in paragraph 1 of this Article shall be granted by the General Meeting's resolution.*
Član 57.	*Article 57*
Član Društva, predsednik i član Nadzornog odbora, Direktori odnosno zastupnici i prokuristi Društva, kao i likvidacioni upravnik imaju obavezu da u tom svojstvu izvršavaju svoje poslove savesno sa pažnjom dobrog privrednika, u razumnom uverenju da deluju u najboljem interesu Društva, kao i da postupaju savesno i lojalno prema Društvu.	*Company Shareholder, President and Member of the Supervisory Board, Directors, representatives and procurators of the Company, as well as the liquidator, shall be obliged to perform activities, within their capacities, in good faith and with due diligence of a prudent businessman, with reasonable belief of acting to the best interest of the Company, as well as to act conscientiously and loyally toward the Company.*
Pod pažnjom dobrog privrednika se podrazumeva stepen pažnje sa kojim bi postupalo razumno pažljivo lice koje bi posedovalo znanje, veštine i iskustvo koje bi se osnovano mogle očekivati za obavljanje te dužnosti u Društvu.	*Due diligence of a prudent businessman shall be understood to mean the level of diligence exercised by a reasonably diligent person who would possess the knowledge, skills and experience that could be justifiably expected for performing the duty concerned at the Company.*
Lica iz stava 1. ovog člana mogu da svoje postupanje zasnivaju na informacijama i mišljenjima lica stručnih za odgovarajuću oblast za koje razumno veruju da su u tom slučaju savesno postupala.	*The persons stipulated in paragraph 1 of this Article may found their actions on information and opinions of persons who are experts in the relevant area and whom they reasonably believe to have acted in good faith in that case.*
Lice iz stava 1. ovog člana koje dokaže da je postupalo u skladu sa ovim članom nije odgovorno za štetu koja iz takvog postupanja nastane za Društvo.	*The person set forth in paragraph 1 of this Article who proves to have acted in compliance with this Article shall not be held accountable for the damage arisen to the Company from such an action.*
Član 58.	*Article 58*
Direktori odnosno zastupnici i prokuristi	

Društva, kao i likvidacioni upravnik koji imaju lični interes odnosno interes sa njima povezanih lica, dužni su naročito da: *-ne koriste imovinu Društva u ličnom interesu odnosno interesu sa njima povezanih lica;* *-ne koriste informacije do kojih su došli u tom svojstvu, a koje inače nisu javnosti dostupne;* *-ne zloupotrebljavaju svoj položaj u Društvu za lično bogaćenje;* *-ne koriste poslovne mogućnosti za zaključenje poslova koje se ukažu u Društvu.* *Dužnost izbegavanja sukoba interesa postoji nezavisno od toga da li je Društvo bilo u mogućnosti da iskoristi imovinu, informacije ili zaključi poslove iz stava 1. ovog člana.* *Smatraće se da postoji lični interes lica iz stava 1. ovog člana u slučaju:* *-zaključivanja pravnog posla između Društva i tog lica ili sa njim povezanog lica u smislu člana 62. ZOPD ili* *-pravne radnje (preduzimanje radnji u sudskim i drugim postupcima, odricanje od prava i sl.) koju Društvo preduzima prema tom licu ili prema sa njim povezanim licem ili* *-zaključivanja pravnog posla između Društva i trećeg lica, odnosno preduzimanja pravne radnje Društva prema trećem licu, ako je to treće lice sa njim ili sa njim povezanim licem u finansijskom odnosu i ako se može očekivati da postojanje tog odnosa utiče na njegovo postupanje ili* *-zaključivanja pravnog posla odnosno preduzimanja pravne radnje Društva iz koje treće lice ima ekonomski interes, ako je to treće lice sa njim ili sa njim povezanim licem u finansijskom odnosu i ako se može očekivati da postojanje tog odnosa utiče na njegovo postupanje.* *Lice koje zaključuje pravni posao sa Društvom ne povređuje pravilo sukoba interesa i nije odgovorno za naknadu štete koja proiziđe iz sukoba interesa, ako je pravni posao odobren u dobroj veri od strane Skupštine Društva.* *Član 59.* *Društvo može podneti tužbu protiv lica iz člana 57. stav 1. ovog Osnivačkog akta koje povredi dužnost izbegavanja sukoba interesa kao i protiv sa njim povezanog lica, kojom može tražiti:* *1) naknadu štete;* *2) prenos na Društvo koristi koju je to lice, odnosno povezano lice ostvarilo kao posledicu te povrede dužnosti.* ***Zabrana konkurencije*** *Član 60.* *Član Društva, predsednik i član Nadzornog odbora, Direktori odnosno zastupnici i prokuristi Društva, ne mogu direktno ili indirektno biti angažovani u drugom privrednom subjektu konkurentske delatnosti kako za vreme trajanja tog svojstva tako i 12 meseci posle prestanka ovog svojstva, osim ako za to dobiju odobrenje Skupštine.*	*Directors, Company's representatives and procurators, as well as the liquidator, having personal interest or interest of persons related to them, shall have particularly the following obligations:* *- to refrain from using Company's property for their personal interest or interest of persons related to them;* *- to refrain from using information which they acquired within their capacities and which is not publicly available,* *- to refrain from abusing their respective positions within the Company for personal profit gain;* *- to refrain from using business opportunities for entering into transactions arisen in the Company.* *The obligation of avoiding the conflict of interest shall exist independently of whether the Company was able to use the property and information or conclude transactions set forth in paragraph 1 of this Article.* *It shall be deemed that there is personal interest of the person specified in paragraph 1 of this Article in the following cases:* *- entering into a legal transaction between the Company and the aforementioned person or a person related to it in terms of Article 62 of the Business Companies Law, or* *- legal actions (undertaking of actions in legal and other proceedings, waiver of right, etc.) undertaken by the Company toward the said person or a person related to it, or* *- entering into a legal transaction between the Company and a third party, i.e. Company's undertaking of a legal action toward the third party, if the third party is in financial relation with the said person or a person related to it, and if it can be expected that the existence of this relation affects the said person's action, or* *- entering into a legal transaction, i.e. undertaking of a legal action of the Company which a third party has an economic interest in, if the third party is in financial relation with the said person or a person related to it, and if it can be expected that the existence of this relation affects the said person's action.* *The person entering into a legal transaction with the Company shall not breach the rule concerning the conflict of interests and shall not be accountable for compensation of the damage arisen from the conflict of interests, in case the legal transaction was approved in good faith by the Company's General Meeting.* *Article 59* *The Company may file a lawsuit against the person set forth in Article 57 paragraph 1 hereof who breaches its duty to avoid the conflict of interests, as well as against a person related to it, by which lawsuit the Company may request the following:* *1) damages;* *2) transfer of the benefit which the person, i.e. the related person, derived from the said breach of duty, to the Company.* ***Prohibition of Competition*** *Article 60* *Company Shareholder, President and Member of the Supervisory Board, Directors, Company's representatives and procurators, may not be directly or indirectly engaged in some other company with the competitive business activity both within the duration of this capacity and within 12 months after the capacity*

Društvo može protiv lica iz stava 1. ovog člana zbog povrede pravila o zabrani konkurencije podneti tužbu u skladu sa zakonom.	*termination, unless they are granted approval by the General Meeting.* *The Company may file a lawsuit, in accordance with the Law, against the person specified in paragraph 1 of this Article due to violation of the rule on prohibition of competition.*
Dužnost čuvanja poslovne tajne *Član 61.* *Poslovna tajna je podatak čije bi saopštavanje trećem licu moglo naneti štetu Društvu, kao i podatak koji ima ili može imati ekonomsku vrednost zato što nije opšte poznat, niti je lako dostupan trećim licima koja bi njegovim korišćenjem ili saopštavanjem mogla ostvariti ekonomsku korist i koji je od strane Društva zaštićen odgovarajućim merama u cilju čuvanja njegove tajnosti.* *Poslovna tajna je i podatak koji je zakonom, drugim propisom ili aktom Društva određen kao poslovna tajna.* *Aktom društva se kao poslovna tajna može odrediti podatak koji ispunjava uslove iz stava 1. ovog člana.* *Podatak iz stava 1. ovog člana, u skladu sa zakonom može biti: proizvodni, tehnički, tehnološki, finansijski ili komercijalni, studija, rezultat istraživanja, kao i dokument, formula, crtež, objekat, metod, postupak, obaveštenje ili uputstvo internog karaktera i sl.* *Ne smatra se povredom dužnosti čuvanja poslovne tajne podataka iz stava 4. ovog člana, ako je to saopštavanje:* *-obaveza propisana zakonom;* *-neophodno radi obavljanja poslova ili zaštite interesa Društva;* *-učinjeno nadležnim organima ili javnosti isključivo u cilju ukazivanja na postojanjedela kažnjivog zakonom.* *Član Društva, predsednik i član Nadzornog odbora, Direktori odnosno zastupnici i prokuristi Društva, likvidacioni upravnik kao i lica zaposlena u Društvu imaju dužnost čuvanja poslovne tajne za vreme trajanja tog svojstva i dve godine po prestanku tog svojstva.* *Društvo može zbog povrede dužnosti čuvanja poslovne tajne, u skladu sa zakonom podneti tužbu za naknadu štete i raskid radnog odnosa protiv lica koja imaju obavezu čuvanja poslovne tajne, odnosno otkazati tom licu radni odnos u skladu sa zakonom o radu.*	***Business Secret*** *Article 61* *Business secret shall be understood to mean the information whose communication to a third party could inflict damage upon the Company, as well as the information which has or may have economic value because it is not generally known or easily available to third parties which could derive economic gain by using it, and which is protected by the Company using appropriate measures with a view to keeping its secrecy.* *Business secret shall also refer to the information designated as business secret by Law, other regulations or acts of the Company.* *A Company's act may designate the information meeting conditions specified in paragraph 1 of this Article as business secret.* *The information set forth in paragraph 1 of this Article, in compliance with the Law, may be of the following nature: production, technical, technological, financial or commercial information, study, research findings, document, formula, drawing, object, method, procedure.* *The following communication shall not be considered a breach of the duty to keep business information secrecy specified in paragraph 4 of this Article:* *- communication is obligation prescribed by the Law;* *- communication is necessary in order to conduct activities or protect interests of the Company;* *- communication is provided to competent authorities or the public exclusively to point out the existence of an act punishable by the Law.* *Company Shareholder, President and Member of the Supervisory Board, Directors, Company's representatives and procurators, liquidator, and persons employed with the Company shall be obliged to keep business secret within the duration of their respective capacities and two years following the capacity termination.* *Due to the breach of the duty to keep business secret and in accordance with the Law, the Company may lodge a claim for damages and employment termination against persons having the obligation to keep business secret, i.e. the Company may cancel employment of the said person in compliance with the Labour Law.*
Akti i dokumenti Društva *Član 62.* *Društvo ima obavezu da čuva sledeće akte i dokumente:* *1)osnivački akt, uključujući i sve njegove izmene;* *2)rešenje o registraciji;* *3)opšte akte Društva;* *4)zapisnike sa sednica Skupštine i odluke Skupštine;* *5)akt o obrazovanju svakog ogranka ili drugog organizacionog dela Društva;* *6)dokumenta koja dokazuju svojinu i druga imovinska prava Društva;* *7)evidenciju o adresama Direktora i članova Nadzornog odbora;* *8)evidenciju o adresi člana Društva;* *9)ugovore koje su predsednik i članovi Nadzornog*	***Company's Acts and Documents*** *Article 62* *The Company shall keep the following acts and documents:* *1) Incorporation Act and all amendments thereto;* *2) Decision on Registration;* *3) Company's general acts;* *4) General Meeting's minutes and resolutions;* *5) Founding Act of each branch or other organizational parts of the Company;* *6) Documents on title and other proprietary rights of the Company;* *7) Record of addresses of Directors and Supervisory Board Members;* *8) Record of Company Shareholder's address;*

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odbora, Direktori, član ili sa njima povezana lica zaključili sa Društvom; *10)finansijske izveštaje, izveštaje o poslovanju i izveštaj revizora.* *Dokumenta i akta iz stava 1. čuvaju se trajno sem dokumenata iz tačke 7) i 8) koja se čuvaju najmanje 5 godina, nakon čega se čuvaju u skladu sa propisima o arhivskoj građi.*	*9) Agreements concluded with the Company by President and Members of the Supervisory Board, Directors, Shareholder or persons related to them;* *10) Financial statements, business reports and auditor's report.* *The documents and acts set forth in paragraph 1 shall be kept permanently, except for the documents specified in items 7) and 8) which shall be preserved for at least 5 years and, afterwards, shall be kept in accordance with the regulations governing archive documents.*
IX PRELAZNE I ZAVRŠNE ODREDBE *Član 63.* *Ovaj osnivački akt menja se odlukom Člana.* *Odluka o izmeni Osnivačkog akta se donosi bez obaveze overavanja potpisa u skladu sa zakonom kojim se uređuje overa potpisa* *Posle svake izmene i dopune osnivačkog akta sačinjava se prečišćen tekst izvršenih izmena i dopuna.* *Izmene i dopune osnivačkog akta kao i prečišćen tekst tih izmena i dopuna, registruju se u registru privrednih subjekata.*	***IX FINAL AND TRANSITIONAL PROVISIONS*** *Article 63* *This Incorporation Act may be amended by a Shareholder's resolution.* *Resolution on amendment of Incorporation Act shall not be subject of verification of the signatures in accordance with the law governing verification of signatures* *Upon each amendment and supplement to the Incorporation Act, a consolidated text of amendments and supplements made shall be drawn up.* *Amendments and supplements to the Incorporation Act, as well as the consolidated text of these amendments and supplements, shall be registered in the Register of Business Entities.*
Član 64. *Ovaj osnivački akt stupa na snagu danom potpisivanja.* *Danom stupanja na snagu ovog osnivačkog akta prestaje da važi Osnivački akt broj 09-21/16 od 19.12.2016.g* *Ovaj osnivački akt registruje se u registru privrednih subjekata.*	*Article 64* *This Incorporation Act shall come into effect on the date of its signing.* *The Incorporation Act number 09-21/16 dated 19.12.2016 shall cease to apply as of the effective date of the present Incorporation Act.* *This Incorporation Act shall be registered in the Register of Business Entities.*
Član 65. *Ovaj osnivački akt sačinjen je u 5 originalnih primeraka na srpskom i engleskom jeziku.* *U slučaju spora u vezi sa tumačenjem pojedinih odredbi presudne su odredbe na srpskom jeziku.*	*Article 65* *The present Incorporation Act has been drawn up in 5 original counterparts in Serbian and in English.* *In case of disputes related to the interpretation of certain provisions, the Serbian version shall prevail.*

Prilog 2: predlog osnivačkog akta Društva sticaoca PAYTEN d.o.o. Beograd
Annex 2: Acquiring Company's PAYTEN d.o.o. Beograd **draft** Incorporation Act

NACRT/ DRAFT

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PREDLOG *Na osnovu člana 141, i člana 498 stav 2 tačka 2 Zakona o privrednim društvima („Službeni glasnik RS" br. 36 od 27.05.2011, 99/2011, 83/2014 - dr. zakon i 5/2015) privredno društvo ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, dana __.__.2017. god. donosi Odluku kojom usvaja sledeći:* *OSNIVAČKI AKT* *Društva PAYTEN d.o.o. Beograd,* ***I UVODNE ODREDBE*** *Član 1.* *Ovim osnivačkim aktom član Društva PAYTEN d.o.o Beograd, (u daljem tekstu: Društvo) uređuje pitanja koja se tiču upravljanja i poslovanja Društva i to naročito:* *-poslovno ime i sedište člana Društva,* *-poslovno ime i sedište Društva,* *-pretežnu delatnost Društva,* *-ukupan iznos osnovnog kapitala Društva,* *-iznos novčanog uloga, odnosno novčanu vrednost i opis eventualnog nenovčanog uloga člana Društva,* *-udeo člana Društva izražen u procentima,* *-organe Društva i njihov delokrug.* *Član 2.* *Društvo je osnovano na neodređeno vreme.* *Član 3.* *Društvo je organizovano kao jednočlano društvo sa ograničenom odgovornošću, kao društvo kapitala koje obavlja svoju delatnost na tržištu radi sticanja dobiti.* ***II ČLAN DRUŠTVA*** *Član 4.* *Jedini član Društva je društvo 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 (u daljem tekstu: član).* ***III POSLOVNO IME I SEDIŠTE DRUŠTVA*** *Član 5.*	***DRAFT*** *Pursuant to Article 141 and Article 498 Paragraph 2 Point 2 of the Business Companies Law ("Official Gazette of RS" no. 36 dated 27/05/2011, 99/2011, 83/2014 - oth. Law and 5/2015) the company ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republic of Poland, on _____ 2017, renders the Resolution thereby approving the following:* *INCORPORATION ACT* *of* *PAYTEN d.o.o. Beograd* ***I INTRODUCTORY PROVISIONS*** *Article 1* *By this Incorporation Act, Shareholder of the company PAYTEN d.o.o. Beograd (hereinafter referred to as: Company) regulates the issues related to the Company's management and business operation, particularly the following:* *- Shareholder's business name and seat,* *- Company's business name and seat,* *- Company's prevailing activity,* *- Total amount of Company's initial capital,* *- Amount of pecuniary contribution, i.e. pecuniary value and description of possible non-pecuniary contribution, if any, of the Company Shareholder,* *- Shareholder's share stated as percentage,* *- Corporate bodies and their scope of activity.* *Article 2* *The Company has been incorporated for an indefinite period of time.* *Article 3* *The Company is organized as a sole-shareholder company with limited liability, as a capital company performing its business activity in the market in order to gain profit.* ***II COMPANY SHAREHOLDER*** *Article 4* *The Sole Shareholder of the Company is ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republic of Poland, entered into the register of the District Court in Rzeszow, XII Commercial Department of the State Court Registry, under the reg. no. 0000284571 (hereinafter referred to as: Shareholder).* ***III COMPANY'S BUSINESS NAME AND SEAT*** *Article 5*

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Poslovno ime privrednog društva je: „PAYTEN" d.o.o. Beograd. *Skraćeno poslovno ime privrednog društva je: „PAYTEN" d.o.o.* *Sedište privrednog društva je:* *Beograd, Bulevar Mihaila Pupina br. 10B/II.* *Odluku o promeni poslovnog imena i/ili sedišta donosi Skupština.* *Član 6.* *Poslovna pisma i drugi dokumenti Društva, uključujući i one u elektronskoj formi, koji su upućeni trećim licima sadrže poslovno ili skraćeno poslovno ime, sedište, matični broj i poreski identifikacioni broj Društva.* *Društvo može da upotrebljava pečat u poslovnim pismima i drugim dokumentima Društva, ako zakonom nije drugačije propisano.* *Društvo ima štambilj i svoj zaštitni znak.* *Pečat Društva je sferičnog oblika, u koju je unet tekst sledećeg sadržaja:* *PAYTEN* *d.o.o. Beograd* *Štambilj Društva je pravougaonog oblika u koji je unet tekst sledećeg sadržaja:* *PAYTEN* *d.o.o. Beograd* *Broj: _____* *Datum:_____* *Izgled zaštitnog znaka Društva je* **Payten** *Pečati i štambilji mogu sadržati brojeve (rimske i arapske) radi međusobnog razlikovanja.* *Član 7.* *Naziv Društva ne može se preneti na drugo društvo, osim kao posledica statusne promene u kojoj taj naziv preuzima društvo sticalac od društva prenosioca koje statusnom promenom prestaje da postoji.* *Ako pravno lice, član Društva čiji je naziv sadržan u nazivu Društva prestane da bude član, naziv Društva može nastaviti da sadrži taj naziv samo uz saglasnost tog lica.* ***IV DELATNOST DRUŠTVA*** *Član 8.*	*Business name of the Company shall be: PAYTEN d.o.o. Beograd.* *Abbreviated business name of the Company shall be: PAYTEN d.o.o.* *Company's seat shall be: Belgrade, Boulevard Mihaila Pupina br. 10B/II.* *Resolution on the change of business name and/or seat shall be rendered by the General Meeting.* *Article 6* *Business letters and other documents of the Company, including the electronic ones, addressed to third parties, shall contain the following details: business or abbreviated business name, seat, ID number and tax identification number of the Company.* *The Company may use its seal on corporate business letters and other documents, unless prescribed differently by the Law.* *The Company shall have its stamp and trademark.* *Company's seal is spherical, containing the following text:* *PAYTEN d.o.o. Beograd* *Company's stamp is rectangular, containing the following text:* *PAYTENd.o.o. Beograd* *No.: _____* *Date:_____* *Company's trademark has the following appearance:* **Payten** *The seal and the stamp may contain numbers (Roman and Arabic numerals) for mutual differentiation.* *Article 7* *The Company's name may not be transferred to some other company, except as a consequence of the status change within which the said name is taken over by the acquiring company from the transferring company that is terminated by the status change.* *In case the legal entity, Company Shareholder, whose name is contained in the Company's name, ceases to be the Company Shareholder, the Company's name may continue containing the said name exclusively with the said entity's approval.* ***IV COMPANY'S BUSINESS ACTIVITY*** *Article 8*

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Društvo ima pretežnu delatnost, a može obavljati i sve druge delatnosti koje nisu zakonom zabranjene nezavisno od toga da li su određene ovim osnivačkim aktom. *Pretežna delatnost koju će Društvo obavljati je:* *6203 Upravljanje računarskom opremom* *Pored pretežne delatnosti društvo registruje osnivačkim aktom i obavljanje sledećoh delatnosti:* *3319 Popravka ostale opreme* *4321 Postavljanje električnih instalacija* *4334 Bojenje i zastakljivanje* *4614 Posredovanje u prodaji mašina, industrijske opreme, brodova i aviona* *4651 Trgovina na veliko računarima, računarskom opremom i softverima* *4652 Trgovina na veliko elektronskim i telekomunikacionim delovima i opremom* *4665 Trgovina na veliko kancelarijskim nameštajem* *4666 Trgovina na veliko ostalim kancelarijskim mašinama i opremom* *4669 Trgovina na veliko ostalim mašinama i opremom* *4690 Nespecijalizovana trgovina na veliko* *5829 Izdavanje ostalih softvera* *6201 Računarsko programiranje* *6202 Konsultantske delatnosti u oblasti informacione tehnologije* *6209 Ostale usluge informacione tehnologije* *6311 Obrada podataka, hosting i sl.* *6312 Veb portali* *6820 Iznajmljivanje vlastitih ili iznajmljenih nekretnina i upravljanje njima* *7010 Upravljanje ekonomskim subjektom* *7022 Konsultantske aktivnosti u vezi s poslovanjem i ostalim upravljanjem* *7311 Delatnost reklamnih agencija* *7312 Medijsko predstavljanje* *7733 Iznajmljivanje i lizing kancelarijskih mašina i kancelarijske opreme (uključujući računare)* *7739 Iznajmljivanje i lizing ostalih mašina, opreme i materijalnih dobara* *9511 Popravka računara i periferne opreme* *9512 Popravka komunikacione opreme*	*The Company has a prevailing activity and may also perform all other activities not banned by the Law, regardless of whether they are stipulated by this Incorporation Act.* *The prevailing business activity of the Company shall be:* *6203 Computer equipment management* *In addition to the prevailing activity, based on the Incorporation Act, the Company registers performance of the following activities:* *3319 Other equipment repair services* *4321 Electrical installations setting* *4334 Painting and glazing* *4614 Mediating in the sale of machinery, industrial equipment, ships and aircrafts* *4651 Wholesale in Computers, Computer Equipment and Software* *4652 Wholesale in Electronic and Telecommunication Parts and Equipment* *4665 Wholesale in Office Furniture* *4666 Wholesale in Other Office Machines and Equipment* *4669 Wholesale in Other Machines and Equipment* *4690 Unspecialized Wholesale Trade* *5829 Other software issuing* *6201 Computer programming* *6202 Consulting Activities in the Area of Information Technology* *6209 Other Information Technology Services* *6311 Data processing, hosting, etc.* *6312 Web Portals* *6820 Rental and Management of Own or Rented Real Estate* *7010 Economic Entity Management* *7022 Consulting Activities Related to Business and Other Management* *7311 Activity of Advertising Agencies* *7312 Media Presentation* *7733 Renting and Leasing of Office Machines and Equipment (Including Computers)* *7739 Renting and Leasing of Other Machines, Equipment and Tangible Assets* *9511 Repair of Computers and Peripheral Equipment* *9512 Repair of Communication Equipment*
Član 9. *Društvo može da obavlja i delatnosti za koje je zakonom propisano prethodno pribavljanje saglasnosti, dozvole ili drugog akta državnog organa, samo po dobijanju te dozvole, saglasnosti ili drugog akta državnog organa.*	*Article 9* *The Company may also perform activities which require, as prescribed by Law, prior obtaining of consent, permit or other act of the public authority, exclusively upon obtaining the aforementioned consent, permit or other act of the public authority.*
Član 10. *Društvo ima pravo da obavlja poslove spoljnotrgovinskog prometa u okviru registrovane delatnosti kao i da vrši usluge u spoljnotrgovinskom prometu u skladu sa zakonom.*	*Article 10* *The Company shall be entitled to engage in foreign trade activities within the registered activity and to provide foreign trade services in compliance with the Law.*
Član 11. *Odluku o promeni pretežne delatnosti Društva donosi Skupština.*	*Article 11* *Resolution on the change of Company's prevailing business activity shall be rendered by the*

	General Meeting.
V OSNOVNI KAPITAL	***V INITIAL CAPITAL***
Član 12.	*Article 12*
Osnovni kapital Društva je novčana vrednost upisanog i uplaćenog uloga jedinog člana Društva u Društvo u iznosu od ***3.489.631,00*** *dinara.*	*Company's initial capital comprises the pecuniary amount of the Sole Shareholder's subscribed and paid contribution in the Company, in amount of RSD* ***3.489.631,00****.*
Član 13.	*Article 13*
Osnovni kapital Društva povećava se odlukom Skupštine: *1)novim ulozima postojećeg člana ili člana koji pristupa Društvu,* *2)pretvaranjem rezervi ili dobiti Društva u osnovni kapital,* *3)pretvaranjem (konverzijom) potraživanja prema Društvu u osnovni kapital,* *4)statusnim promenama koje imaju za posledicu povećanje osnovnog kapitala,* *5)pretvaranjem (konverzijom) dodatnih uplata u osnovni kapital.*	*The Company's initial capital shall be increased by the General Meeting's resolution as further follows:* *1) by new contributions of the existing Shareholder or a shareholder acceding to the Company,* *2) by converting Company's reserves or profit into the initial capital,* *3) by converting receivables to the Company into the initial capital,* *4) by status changes resulting in the initial capital increase,* *5) by converting additional payments into the initial capital.*
Član 14.	*Article 14*
U slučaju povećanja broja članova, članovi Društva imaju pravo preče kupovine udela prilikom povećanja osnovnog kapitala novim ulozima u srazmeri sa svojim udelima.	*In case of increase in the number of shareholders, Company's shareholders shall have the pre-emptive right in purchasing shares at the initial capital increase by new contributions, in proportion with their shareholdings.*
Član 15.	*Article 15*
Osnovni kapital Društva može se smanjiti odlukom Skupštine, ali ne ispod zakonom propisanog minimuma osnovnog kapitala.	*The Company's initial capital may be decreased by General Meeting's resolution, yet not below the minimum initial capital prescribed by the Law.*
Član 16.	*Article 16*
Društvo može doneti odluku kojom se istovremeno osnovni kapital Društva smanjuje po jednom osnovu i povećava po drugom osnovu u skladu sa zakonom.	*The Company may render a resolution on simultaneous decrease of the Company's initial capital on one basis and increase thereof on another, in compliance with the Law.*
Član 17.	*Article 17*
Društvo je dužno da jednom godišnje uz registraciju godišnjih finansijskih izveštaja u skladu sa zakonom koji uređuje računovodstvo i reviziju registruje visinu osnovnog kapitala, ako je u prethodnoj poslovnoj godini došlo do promene osnovnog kapitala, u skladu sa zakonom o registraciji.	*The Company shall be bound to register the initial capital amount once per year, along with the registration of annual financial reports, according to the law governing accounting and audit, in the event of initial capital change in the previous business year, in compliance with the Law on Registration.*
Član 18.	*Article 18*
Odlukom Skupštine može se utvrditi obaveza člana Društva da pored uplate upisanog osnovnog kapitala, izvrši dodatne uplate. U slučaju povećanja broja članova Društva, Odluka skupštine kojom se utvrđuje obaveza na dodatne uplate donosi se jednoglasno.	*General Meeting's resolution may establish Shareholder's obligation to effect additional payments in addition to depositing the subscribed initial capital. In case of an increase in the number of Company's shareholders, General Meeting's resolution establishing obligation of additional payments shall be rendered unanimously.*
Član 19.	*Article 19* *Additional payments shall not cause an*

Dodatnim uplatama ne povećava se osnovni kapital Društva. *Dodatne uplate mogu biti samo u novcu.* *Dodatne uplate mogu se vratiti članu Društva samo ako nisu neophodne za pokriće gubitaka Društva ili za namirenje poverilaca Društva.* *Dodatne uplate se ne mogu vratiti članu Društva pre uplate odnosno unosa celokupnog upisanog uloga u Društvo.* *Vraćanje dodatnih uplata članu Društva vrši se shodnom primenom odredaba zakona o smanjenju osnovnog kapitala društva.* *U slučaju stečaja Društva, potraživanje člana Društva po osnovu dodatnih uplata namiruje se tek nakon punog namirenja stečajnih poverilaca Društva sa pripadajućim kamatama.*	*increase in the Company's initial capital.* *Additional payments may be pecuniary exclusively.* *Additional payments may be refunded to the Company's Shareholder only if not necessary for covering the Company's loss or for settling receivables of Company's creditors.* *Additional payments may not be refunded to the Shareholder prior to the payment, i.e. entry of the entire subscribed contribution into the Company.* *Refund of additional payments to the Company Shareholder shall be conducted by appropriate application of provisions of the Law regarding the decrease in corporate initial capital.* *In the event of Company's bankruptcy, Shareholder's receivables based on additional payments shall be settled only after the full settlement of receivables with the pertaining interests of the Company's bankruptcy creditors.*
VI UDEO U DRUŠTVU	***VI SHARE IN THE COMPANY***
Član 20.	*Article 20*
Privredno društvo ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republika Poljska kao jedini član „PAYTEN" d.o.o. Beograd, je vlasnik 100% udela u Društvu po kom osnovu mu pripadaju prava u skladu sa ovim osnivačkim aktom i zakonom. *Član može imati samo jedan udeo u Društvu.* *Povećanjem ili smanjenjem udela, procentualno iskazan udeo člana jednočlanog Društva se ne menja.*	*The company ASSECO SOUTH EASTERN EUROPE S.A. Olchowa 14 Rzeszow, Republic of Poland, as the Sole Shareholder of PAYTEN d.o.o. Beograd, is the holder of 100% share in the Company, thereupon holding rights belonging to it in accordance with the present Incorporation Act and Law.* *The Shareholder may have only one share in the Company.* *Share increase or decrease shall not cause changes in the percentage of the share possessed by the Shareholder of the sole-shareholder Company.*
Član 21.	*Article 21*
Svojstvo člana Društva stiče se danom registracije vlasništva nad udelom, a prestaje danom registracije prestanka svojstva člana u skladu sa zakonom o registraciji. *Društvo je dužno da vodi evidenciju o adresi člana za prijem pošte s tim da član kao svoju adresu za prijem pošte može označiti i za prijem elektronske pošte.* *Lice koje naknadno pristupi Društvu ovaj osnivački akt obavezuje od dana sticanja svojstva člana u skladu sa zakonom.*	*The capacity of Company Shareholder is acquired on the day of registering ownership over the share, and ceases on the day of registering termination of the shareholder capacity, in compliance with the Law on Registration.* *The Company is obliged to keep records of the Shareholder's address for receiving mail, whereas the Shareholder may also designate, as the address for receiving mail, its electronic address for receiving mail.* *The entity acceding subsequently to the Company shall be bound by this Incorporation Act from the day of acquiring the shareholder capacity according to the Law.*
VII PRAVA, OBAVEZE I ODGOVORNOSTI ČLANA DRUŠTVA PREMA PRIVREDNOM DRUŠTVU I DRUŠTVA PREMA ČLANU DRUŠTVA	***VII MUTUAL RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF COMPANY SHAREHOLDER AND COMPANY***
Član 22.	*Article 22*
Društvo samostalno istupa u pravnom prometu i za svoje obaveze odgovara svojom celokupnom imovinom. *Član Društva ne odgovara za obaveze Društva osim do iznosa neunetog uloga u imovinu Društva.*	*The Company shall appear independently in legal transactions and be accountable for its liabilities with its entire assets.* *The Shareholder shall not be accountable for Company's liabilities except up to the amount of the contribution not entered into the Company's assets.*
Član 23.	*Article 23*
Društvo ne može sticati sopstveni udeo dok	*The Company may not acquire its own share*

je jednočlano društvo. *Sopstvenim udelom se u skladu sa zakonom smatra udeo ili deo udela koji Društvo stekne od svog člana.* *Posao kojim Društvo dok je jednočlano stekne sopstveni udeo ništav je.* *Društvo ne može uzeti u zalogu udeo člana Društva u ovom Društvu.*	*as long as it is a sole-shareholder company.* *The own share, according to the Law, shall be understood to mean the share or a share portion acquired by the Company from its Shareholder.* *Business by which the Company, while being the sole-shareholder company, acquires its own share shall be null and void.* *The Company may not take Shareholder's share in this Company as a pledge.*
Član 24.	*Article 24*
Prenos udela je slobodan, osim ako je zakonom drugačije određeno. *Odredbe ovog osnivačkog akta o raspolaganju udelom shodno se primenjuju i na raspolaganje delom udela.* *Udeo se prenosi ugovorom u pisanoj formi sa overenim potpisima prenosioca i sticaoca, a može se preneti i na drugi način u skladu sa zakonom.* *U slučaju prenosa udela ili dela udela vrši se izmena osnivačkog akta koja promena podataka se registruje u skladu sa zakonom o registraciji.*	*The share transfer shall be free, unless differently specified by the Law.* *Provisions of this Incorporation Act related to the share disposal shall apply accordingly to the disposal of a share portion.* *The share is transferred by a written contract with the verified signatures of the transferor and acquirer, and may be transferred in other manners in compliance with the Law.* *In case of the transfer of the share or a share portion, the Incorporation Act shall be amended and the change of data shall be registered in accordance with the Law on Registration.*
Član 25.	*Article 25*
Prenosilac udela solidarno odgovara sa sticaocem udela za obaveze prema Društvu po osnovu svog neuplaćenog odnosno neunetog uloga u osnovni kapital Društva, kao i za obavezu dodatnih uplata u pogledu tog udela prema stanju na dan prenosa udela. *Pravne radnje preduzete prema ili od strane prenosioca udela pre registracije prenosa udela u skladu sa zakonom o registraciji u pogledu tog udela ili odnosa u Društvu smatraju se radnjama preduzetim prema, odnosno od strane sticaoca udela, osim ako je to nespojivo sa prirodom preduzete radnje.* *Član Društva može založiti udeo ili deo udela u skladu sa zakonom kojim se uređuje zaloga na pokretnim stvarima upisanim u registar.*	*The share transferor shall be jointly and severally responsible with the share acquirer for liabilities toward the Company based on its unsubscribed, i.e. non-entered contribution into the Company's initial capital, as well as for the obligation of additional payments regarding this share pursuant to the balance on the share transfer date.* *Legal actions undertaken toward or by the share transferor prior to the share transfer registration according to the Law on Registration with regard to the said share or relations in the Company shall be considered as actions undertaken toward or by the share acquirer, unless if this is unrelated with the nature of the undertaken action.* *The Company Shareholder may pledge its share or a share portion in accordance with the Law governing pledge over movable assets entered in the register.*
Član 26.	*Article 26*
Udeo člana Društva može se podeliti: *1) po osnovu ugovora o prenosu dela udela;* *2) po osnovu pravnog sledbeništva;* *3) u drugim slučajevima, u skladu sa zakonom.* *Članu Društva prestaje svojstvo člana prenosom celokupnog udela.*	*The Shareholder's share may be distributed:* *1) according to the agreement on share portion transfer;* *2) based on legal succession;* *3) in other cases, according to the Law.* *Shareholder's capacity of a shareholder shall cease by the transfer of the entire share.*
Član 27.	*Article 27*
Član Društva ili sa njime povezano lice može u svako doba dati zajam Društvu u skladu sa zakonom.	*The Shareholder or a person related to it may provide a loan to the Company at any time in compliance with the Law.*
Član 28.	*Article 28*
Član Društva je strano pravno lice i kao takvo saglasno Zakonu o stranim ulaganjima uživa punu pravnu sigurnost u pogledu svog uloga i može slobodno i bez odlaganja u konvertibilnoj valuti transferisati u inostranstvo sva finansijska i druga sredstva u vezi sa	*The Company Shareholder is a foreign legal entity and as such, according to the Law on Foreign Investments, exercises full legal security in terms of its invested capital and may freely and with no delay transfer*

svojim ulogom u Društvo, a posebno ostvarenu dobit, imovinu koja mu pripada po prestanku Društva, iznose dobijene od prodaje udela ili dela udela u Društvu, dopunske uplate i naknade.	*abroad all financial and other funds, in convertible currency, related to its contribution in the Company, particularly the generated profit, assets belonging to it after termination of the Company, amounts obtained by selling the share or a share portion in the Company, additional payments and remunerations.*
VIII ORGANI DRUŠTVA	***VIII CORPORATE BODIES***
Član 29.	*Article 29*
Upravljanje Društvom je jednodomno. *Organi Društva su Skupština i Direktori.* *Društvo zastupaju Direktori u skladu sa ovim osnivačkim aktom, a može ga zastupati i Prokurista.*	*The Company management shall be unicameral.* *Corporate bodies encompass the General Meeting and Directors.* *The Company shall be represented by Directors in accordance with the present Incorporation Act, and may also be represented by Procurator.*
Skupština	***General Meeting***
Član 30.	*Article 30*
Funkciju Skupštine vrši Asseco South Eastern Europe S.A. kao jedini član Društva koga predstavlja registrovani zastupnik člana, odnosno lice koje on ovlasti ili organ upravljanja člana.	*The function of the General Meeting shall be performed by Asseco South Eastern Europe S.A. as the Sole Shareholder of the Company, represented by the Shareholder's registered representative, i.e. a person authorized by the Shareholder or Shareholder's management body.*
Član 31.	*Article 31*
Skupština ima sledeću nadležnost:	*The General Meeting shall have the following competences:*
1)donosi izmene osnivačkog akta; *2)usvaja finansijske izveštaje, kao i izveštaje revizora ako su finansijski izveštaji bili predmet revizije;* *3) nadzire rad direktora i usvaja izveštaje direktora,* *4)odlučuje o povećanju i smanjenju osnovnog kapitala Društva, kao i o svakoj emisiji hartija od vrednosti;* *5)odlučuje o raspodeli dobiti i načinu pokrića gubitaka, uključujući i određivanje dana sticanja prava na učešće u dobiti i dana isplate učešća u dobiti članu Društva;* *6)imenuje i razrešava direktore i utvrđuje naknadu za njihov rad odnosno kriterijume za utvrđivanje te naknade;* *7)imenuje revizora i utvrđuje naknadu za njegov rad;* *8)odlučuje o pokretanju postupka likvidacije, kao i o podnošenju predloga za pokretanje stečajnog postupka od strane Društva;* *9)imenuje likvidacionog upravnika i usvaja likvidacione bilanse i izveštaje likvidacionog upravnika;* *10)odlučuje o obavezama članova Društva na dodatne uplate i o vraćanju tih uplata;* *11)daje Prokuru;* *12)odlučuje o pokretanju postupka i davanju punomoćja za zastupanje Društva u sporu sa prokuristom, kao i u sporu nekim od Direktora;* *13)odlučuje o statusnim promenama i promenama pravne forme;* *14)odobrava pravne poslove u kojima postoji lični interes direktora u skladu sa članom 66. Zakona o privrednim društvima;* *15)daje saglasnost na sticanje, prodaju, davanje u zakup, zalaganje ili drugo raspolaganje imovinom velike vrednosti u smislu člana 470 ZOPD;* *16)donosi poslovnik o svom radu,*	*1) to render amendments to the Incorporation Act;* *2) to approve financial statements and auditor's reports if financial statements were subject to auditing;* *3) to supervise director's work and approve directors' reports;* *4) to decide on increase and decrease of Company's initial capital, and on every issuance of securities;* *5) to decide on profit distribution and method for covering losses, including specification of the date for acquiring the right to profit share and date of paying out profit share to the Shareholder;* *6) to appoint the directors and relieve them of their duties, as well as to establish remuneration for their work, i.e. criteria for determining the remuneration;* *7) to appoint an auditor and establish remuneration for auditor's work;* *8) to decide on the initiation of a liquidation procedure and on submittal of proposals for instituting a bankruptcy procedure by the Company;* *9) to appoint a liquidator and approve liquidation balance sheets and liquidator's reports;* *10) to decide on the Company Shareholders' obligations of additional payments and their refund;* *11) to grant a letter of proxy;* *12) to decide on launching the procedure and granting power of proxy for representation of the Company in disputes with the Procurator, as well as in disputes with any of the Directors;* *13) to decide on status changes and changes of the legal form;* *14) to approve legal transactions containing personal interest of Directors in accordance with Article 66 of the Business Companies Law;* *15) to grant consent to acquisition, selling, renting,*

17)odobrava sve troškove ili obaveze u iznosu od 250.000,00 eura ili većem a koji nisu predviđeni finansijskim i poslovnim planovima *18)obavlja i druge poslove u skladu sa zakonom i ovim osnivačkim aktom.*	*pledging and other disposal of high-value property in terms of Article 470 of the Business Companies Law;* *16) to render its Rules of Procedure;* *17) to approve all costs or liabilities in the amount of EUR 250,000.00 or more, which are not envisaged by financial and business plans;* *18) to perform other activities in compliance with the Law and the present Incorporation Act.*
Skupština daje prethodnu saglasnost za zaključenje poslova koji po vrednosti nisu u režimu raspolaganja imovinom velike vrednosti u smislu člana 470. ZOPD i to za: *-sticanje, otuđenje i opterećenje udela i akcija koje Društvo poseduje u drugim pravnim licima;* *-sticanje, otuđenje i opterećenje nepokretnosti ukoliko to ne spada u redovno poslovanje Društva;* *-uzimanje kredita, odnosno uzimanje i davanje zajmova, davanje jemstva, garancija i obezbeđenja za obaveze trećih lica.*	*The General Meeting grants its prior consent to concluding deals which, according to their value, are not in the domain of disposal of high-value property in terms of Article 470 of the Business Companies Law, particularly to the following:* *- acquisition, alienation and encumbrance of stakes and shares the Company owns in other legal entities;* *- acquisition, alienation and encumbrance of real estate if this does not account for the Company's regular business operation;* *- raising loans, i.e. raising and granting loans, granting warranty, guarantee and security for third party's liabilities.*
Član 32. *Sednice Skupštine mogu biti redovne i vanredne.* *Redovna sednica Skupštine se održava jednom godišnje, najkasnije u roku od šest meseci od završetka poslovne godine.* *Neodržavanje redovne sednice nema uticaja na pravnu valjanost pravnih poslova, radnji i odluka Društva.*	*Article 32* *The General Meeting's sessions may be ordinary and special.* *The General Meeting's ordinary session shall be convened once a year, within six months at the latest from the business year end.* *Failure to hold an ordinary session shall not affect legal validity of legal transactions, actions and resolutions of the Company.*
Član 33. *Sednicu saziva po potrebi, odnosno obavezno u slučajevima propisanim zakonom, jedan od Direktora Društva, a može je sazvati i sam član.* *Mesto održavanja sednica skupštine je sedište Društva, izuzev u slučaju da član ne odluči drugačije.* *Svaka odluka Skupštine ukoliko je donetana na sednici se unosi u zapisnik koji sadrži naročito podatke o: danu i mestu održavanja i donetim odlukama.*	*Article 33* *A session shall be convened when required, i.e. mandatory in cases prescribed by the Law, by one of the Company Directors, and may also be convened by the Shareholder itself.* *The General Meeting's session shall be held at the Company's seat, unless the Shareholder decides differently.* *Each resolution of the General Meeting if rendered in a session shall be entered into the meeting minutes containing especially the following details: the session date and venue and rendered resolutions.*
Član 34. *Svaka odluka u okviru nadležnosti Skupštine može biti doneta i van sednice, pod uslovom da je potpiše registrovani zastupnik člana, ili lice koje on ovlasti odnosno, predsednik – predsedavajući Upravnog odbora ili Nadzornog odbora* ***člana.***	*Article 34* *Each resolution within the General Meeting's competence may be rendered out of the session, provided it is signed by a Shareholder's registered representative, or a person authorized by the Shareholder, i.e. President – Chairperson of the Shareholder's Management Board or Supervisory Board.*
Direktori	***Directors***
Član 35. *Društvo ima 3 (tri) direktora koji su zakonski zastupnici Društva.* *Direktore bira Skupština Društva na mandatni period od tri godine.* *Mandat Direktora počinje danom donošenja odluke osim ako u odluci o imenovanju nije odlučeno drugačije.* *Direktor u svako doba može podneti ostavku*	*Article 35* *The Company shall have 3 (three) Directors who shall be legal representatives of the Company.* *Directors shall be elected by the General Meeting for the tenure of three years.* *Director's tenure shall commence on the date of rendering the resolution unless the resolution on appointment specifies differently.* *Director may submit to the General Meeting,*

Skupštini, koja proizvodi dejstvo danom podnošenja, osim ako u njoj nije naveden neki kasniji datum, a koja ostavka se registruje u skladu sa zakonom o registraciji. *Skupština Društva može razrešiti Direktora/e u bilo koje vreme sa ili bez navođenja razloga.* *Direktori imaju pravo na naknadu za svoj rad, kao i pravo na bonuse koji se utvrđuju odlukom Skupštine.* *O pravima i obavezama Direktora, uključujući i pravo na nadoknadu utvrđenu odlukom Skupštine, biće, sa svakim Direktorom pojedinačno, zaključen ugovor, koji u ime društva zaključuje-potpisuje član društva preko svojih ovlaščenih lica, ili preko punomoćnika.* *O pravima i obavezama Direktora iz radnog odnosa (godišnjem odmoru, službenom putu i sl.) odlučuju bilo koja dva druga Direktora, sem prava o kojima u skladu sa ovim osnivačkim aktom odlučuje član društva preko svojih ovlaščenih lica ili preko punomoćnika.*	*at any time, their letter of resignation, which shall be effective as of the date of its submittal, unless a later date is stated therein, whereas the said resignation shall be registered in compliance with the Law on Registration.* *The Company's General Meeting may relieve Director(s) of their duties at any time with or without stating reasons. Directors are entitled to remuneration for their work and right to bonuses, which shall be established by the General Meeting's resolution.* *An agreement on Director's rights, obligations and remuneration established by the General Meeting's resolution shall be concluded with each Director individually and entered into-signed by the Company Shareholder via its authorized persons or proxies.* *Any other two Directors shall decide on a Director's rights and obligations stipulated within employment (annual leave, business trip, etc.), excluding the rights to be decided upon, in accordance with the present Incorporation Act, by Company Shareholder via its authorized persons or proxies.*
Član 36. *Direktor može biti svako poslovno sposobno lice.* *Direktor ne može biti lice:* *-koje je direktor ili član nadzornog odbora u više od pet društava;* *-koje je osuđeno za krivično delo protiv privrede, tokom perioda od pet godina računajući od dana pravnosnažnosti presude, s tim da se u taj period ne uračunava vreme provedeno na izdržavanju kazne zatvora;* *-kome je izrečena mera bezbednosti zabrana obavljanja delatnosti koja predstavlja pretežnu delatnost Društva za vreme dok traje ta zabrana.*	*Article 36* *Director may be any person with business capabilities.* *Director may not be the person:* *- who is a director or a member of the supervisory board in more than five companies;* *- who has been convicted of a criminal offence against economy within five years from the effective date of the judgement, while the said period does not include time spent on serving a prison sentence;* *- whom has been pronounced a security measure of banning performance of the activity which is the Company's prevailing business activity within the duration of the ban.*
Nadležnost i odgovornost direktora *Član 37.* *Direktori imaju zakonsku obavezu da za sednicu Skupštine pripreme:* *1)finansijske izveštaje sa mišljenjem revizora ako je revizija finansijskih izveštaja obavezna za Društvo u skladu sa zakonom kojim se uređuje računovodstvo i revizija; .* *2)predlog odluke o raspodeli dobiti, ako je ostvarena;* *3)tekst predloga svake odluke čije se donošenje predlaže sa obrazloženjem;* *4)tekst svakog ugovora ili drugog pravnog posla koji se u skladu sa zakonom predlaže za odobrenje;* *5)detaljan opis svakog pitanja koje se predlaže za raspravu sa komentarom ili izjašnjenjem Direktora,* *6)drugi dokumenti i informacije od značaja za rad i odlučivanje Skupštine.*	***Director's Competence and Responsibility*** *Article 37* *Directors shall have a legal obligation to prepare the following for a General Meeting's session:* *1) financial reports with an auditor's opinion in case auditing of financial reports is mandatory for the Company in line with the Law regulating accounting and audit;* *2) proposal of a resolution on distribution of profit, if generated;* *3) text of proposal for each resolution whose rendering is proposed with the statement of reasons;* *4) text of each contract or other legal transaction proposed for approval in accordance with the Law;* *5) detailed description of each issue proposed for discussion with Director's comment or statement,* *6) other documents and information significant for the General Meeting's operation and decision-making.*
Član 38. *Direktori vode poslove Društva zajednički u skladu sa zakonom, ovim osnivačkim aktom i odlukama Skupštine Društva.* *Pod zajedničkim vođenjem poslova iz stava 1. ovog člana podrazumeva se da se odluke u vezi sa vođenjem poslova Društva donosi kolektivno uz obavezan*	*Article 38* *Directors shall jointly manage Company's activities in compliance with the Law, this Incorporation Act and General Meeting's resolutions.* *Joint management of activities set forth in paragraph 1 of this Article implies that resolutions related to the management of Company's activities shall be rendered collectively with mandatory co-signature by two Directors, within the constraints of authorizations prescribed by the General Meeting's resolution.*

supotpis dva Direktora u granicama ovlašćenja propisanim odlukom Skupštine.	
Pored vođenja poslovanja, Direktori obavljaju i sve druge poslove koji u skladu sa ovim osnivačkim aktom i zakonom nisu u nadležnosti Skupštine.	*In addition to the management of business operation, Directors shall also perform all other activities not pertaining to the competences of the General Meeting in accordance with the present Incorporation Act and the Law.*
Član 39.	*Article 39*
Svaki Direktor odgovara Društvu za štetu koju mu prouzrokuje kršenjem odredaba zakona, ovog osnivackog akta, odluka Skupštine. Ovaj zahtev Društva za naknadu štete zastareva u skladu sa zakonom protekom roka od 3 godine od dana nastupanja štete.	*Each Director shall be accountable to the Company for the damage inflicted by violating provisions of the Law, this Incorporation Act, resolutions rendered by the General Meeting. Such a Company's request for damages shall become out-dated in line with the Law upon the expiry of 3 years from the damage emergence.*
Izuzetno, Direktor neće biti odgovoran za štetu ako je postupao u skladu sa odlukom Skupštine.	*As an exception, Director shall be held accountable for the damage in case they complied with the General Meeting's resolution.*
Član 40.	*Article 40*
Direktori svi-kolektivno odgovaraju Skupštini za uredno vođenje poslovnih knjiga Društva, tačnost finansijskih izveštaja kao i za uredno vođenje evidencije o svim odlukama Skupštine.	*Directors, all collectively, shall be accountable to the General Meeting for proper keeping of Company's business books and accuracy of financial statements, as well as for proper keeping of records on all General Meeting's resolutions.*
Direktori svi-kolektivno su u obavezi da izveštavaju Skupštinu o računovodstvenoj praksi i praksi finansijskog izveštavanja Društva, kao i usklađenosti poslovanja Društva sa zakonom i drugim propisima.	*Directors, all collectively, shall have an obligation to report to the General Meeting on Company's practices in accounting and financial reporting, as well as on compliance of Company's business operation with the Law and other regulations.*
Kolegijum direktora	***Collegium of Directors***
Član 41.	*Article 41*
Radi koordinanog rada iz delokruga nadležnosti Direktora održavaju se kolegijumi Direktora.	*With the purpose of coordinating work within the scope of Directors' competences, meetings of the Collegium of Directors shall be held.*
Kolegijumom predsedava Predsednik Kolegijuma, a u njegovom odsustvu, kolegijumom predsedava zamenik Predsednika Kolegijuma.	*President of the Collegium shall preside over the Collegium, and, in the absence of the President, Deputy President of the Collegium shall preside.*
Predsednika Kolegijuma i Zamenika Predsednika Kolegijuma odlukom imenuje Skupština iz redova Direktora.	*President of the Collegium and Deputy President of the Collegium shall be elected from the line of Directors and appointed by the General Meeting's resolution.*
Član 42.	*Article 42*
Za direktore društva se imenuju: 1. *Miljan Mališ iz Beograd* *JMBG 0209972172193* 2. *Miloš Matović iz Beograda* *JMBG 2002978710085* 3. *Nenad Subotić iz Beograda* *JMBG 1509976172659*	*The following Directors are appointed:* 1. *Miljan Mališ from Belgrade* *IDNO 0209972172193* 2. *Miloš Matović from Belgrade* *IDNO 2002978710085* 3. *Nenad Subotić from Belgrade* *IDNO 1509976172659*
Zastupanje Društva	***Representation of Company***
Član 43.	*Article 43*
	The Company shall be represented in

Prilog 1/ Appendix 1

Društvo zastupaju u unutrašnjem i spoljno-trgovinskom prometu zajednički-kolektivno u vidu obaveznog supotpisa po dva Direktora u skladu sa ovlašćenjima definisanim posebnom odlukom Skupštine.	*domestic and foreign trade jointly-collectively in the form of mandatory co-signature of two Directors in accordance with authorizations defined by the General Meeting's special resolution.*
Društvo zastupa i svako drugo lice po zajedničkoj punomoći koju su potpisala dva Direktora u skladu sa ovlašćenjima utvrđenim posebnom odlukom skupštine.	*The Company shall also be represented by any person per joint Power of Attorney signed by two Directors in accordance with authorizations defined by the General Meeting's special resolution.*
Ovlašćena lica za zastupanje iz stava 1. i ograničenje ovlašćenja zastupnika registruju se u skladu sa zakonom o registraciji.	*The persons authorized for representation set forth in paragraph 1 and limitations of representatives' authorizations shall be registered in compliance with the Law on Registration.*
Direktori mogu posebnom odlukom preneti svoja ovlašćenja na druga lica pod uslovom da ovu odluku obavezno potpišu svi Direktori koji prenose svoja ovlašćenja uz obavezan supotpis najmanje dva Direktora.	*By means of a special resolution, Directors may transfer their authorizations to other persons, on condition that the resolution is mandatorily signed by all Directors transferring their authorizations with the compulsory co-signature of at least two Directors.*
Lica koja kao zaposleni u Društvu rade na poslovima čije obavljanje u redovnom poslovanju uključuje i zaključivanje ili ispunjenje određenih ugovora ili preduzimanje drugih pravnih radnji ovlašćena su da u ime Društva kao ***punomoćnici po zaposlenju*** *zaključuju i ispunjavaju te ugovore, odnosno preduzimaju te pravne radnje u granicama poslova na kojima rade, bez posebnog punomoćja.*	*The persons who, as employees at the Company, deal with activities the performance of which, in ordinary business operation, also involves concluding or fulfilling certain contracts or undertaking other legal actions shall be authorized as* ***proxies by employment*** *to fulfil, on behalf of the Company, the said contracts and/or undertake the said legal actions within the activities they perform, with no special power of proxy.*
Prokura je poslovno punomoćje (pojedinačno ili zajedničko) kojim Društvo odlukom Skupštine ovlašćuje jedno ili više fizičkih lica da u njegovo ime i za njegov račun zaključuju pravne poslove i preduzimaju druge pravne radnje.	*A letter of proxy shall be understood to mean a business proxy (individual or joint) used by the Company to authorize, by General Meeting's resolution, one or several private individuals to enter into legal transactions and undertake other legal actions on behalf and for account of the Company.*
Prokura je neprenosiva na druga lica.	*A letter of proxy shall be non-transferable to other persons.*
Svaki zastupnik, punomoćnik, punomoćnik po zaposlenju i prokurista ima obavezu da uz svoj potpis navede svoju funkciju u Društvu.	*Each representative, proxy, proxy by employment and procurator shall be obliged to accompany their signature with their function within the Company.*
Član 44.	*Article 44*
Direktori, punomoćnici po zaposlenju odnosno prokuristi su u obavezi prema Društvu da poštuju sva ograničenja propisana osnivačkim aktom i drugim aktima Društva, kao i naloge utvrđene odlukom Skupštine a zastupnik Društva, punomoćnik po zaposlenju odnosno prokurista koji prekorači ograničenja ili nalog, odgovoran je za štetu koja se time prouzrokuje Društvu ili trećem licu sa kojim je posao zaključen.	*Directors, proxies by employment and procurators have an obligation to the Company to comply with all limitations prescribed by the Incorporation Act and other corporate acts, as well as with the orders established by the General Meeting's resolution, whereas the Company's representative, proxy by employment and procurator exceeding the limitations or order shall be accountable for the damage thereby inflicted on the Company or a third party which the transaction has been concluded with.*
Izuzetno, lica iz stava 1. ovog člana ne odgovaraju za štetu, ako su postupala u skladu sa odlukom Skupštine, odnosno ako su njihove radnje naknadno odobrene od strane Skupštine Društva.	*As an exception, the persons set forth in paragraph 1 of this Article shall not be accountable for the damage provided they acted in accordance with the or General Meeting's resolution, i.e. if their actions were subsequently approved by the Company's or General Meeting.*
Član 45.	*Article 45*
Zastupnik Društva, punomoćnik po zaposlenju i prokurista ne može bez posebnog ovlašćenja nastupati kao druga ugovorna strana i sa Društvom zaključivati ugovore u svoje ime i za svoj račun, u svoje ime, a za račun drugog lica, niti u ime i za račun drugog lica.	*Company's representative, proxy by employment or procurator may not act, without special authorization, as the opposite Party and conclude with the Company contracts on its own behalf and for its own account, on its own behalf and for someone else's account, or on someone else's behalf and for someone else's account.*
Ovlašćenje iz stava 1. ovog člana daje se odlukom Skupštine.	

Član 46. *Član Društva, Direktori odnosno zastupnici i prokuristi Društva, kao i likvidacioni upravnik imaju obavezu da u tom svojstvu izvršavaju svoje poslove savesno sa pažnjom dobrog privrednika, u razumnom uverenju da deluju u najboljem interesu Društva, kao i da postupaju savesno i lojalno prema Društvu.* *Pod pažnjom dobrog privrednika se podrazumeva stepen pažnje sa kojim bi postupalo razumno pažljivo lice koje bi posedovalo znanje, veštine i iskustvo koje bi se osnovano mogle očekivati za obavljanje te dužnosti u Društvu.* *Lica iz stava 1. ovog člana mogu da svoje postupanje zasnivaju na informacijama i mišljenjima lica stručnih za odgovarajuću oblast za koje razumno veruju da su u tom slučaju savesno postupala.* *Lice iz stava 1. ovog člana koje dokaže da je postupalo u skladu sa ovim članom nije odgovorno za štetu koja iz takvog postupanja nastane za Društvo.* *Član 47.* *Direktori odnosno zastupnici i prokuristi Društva, kao i likvidacioni upravnik koji imaju lični interes odnosno interes sa njima povezanih lica, dužni su naročito da:* *-ne koriste imovinu Društva u ličnom interesu odnosno interesu sa njima povezanih lica;* *-ne koriste informacije do kojih su došli u tom svojstvu, a koje inače nisu javnosti dostupne;* *-ne zloupotrebljavaju svoj položaj u Društvu za lično bogaćenje;* *-ne koriste poslovne mogućnosti za zaključenje poslova koje se ukažu u Društvu.* *Dužnost izbegavanja sukoba interesa postoji nezavisno od toga da li je Društvo bilo u mogućnosti da iskoristi imovinu, informacije ili zaključi poslove iz stava 1. ovog člana.* *Smatraće se da postoji lični interes lica iz stava 1. ovog člana u slučaju:* *-zaključivanja pravnog posla između Društva i tog lica ili sa njim povezanog lica u smislu člana 62. ZOPD ili* *-pravne radnje (preduzimanje radnji u sudskim i drugim postupcima, odricanje od prava i sl.) koju Društvo preduzima prema tom licu ili prema sa njim povezanim licem ili* *-zaključivanja pravnog posla između Društva i trećeg lica, odnosno preduzimanja pravne radnje Društva prema trećem licu, ako je to treće lice sa njim ili sa njim povezanim licem u finansijskom odnosu i ako se može očekivati da postojanje tog odnosa utiče na njegovo postupanje ili* *-zaključivanja pravnog posla odnosno preduzimanja*	*The authorization stipulated in paragraph 1 of this Article shall be granted by the General Meeting's resolution.* *Article 46* *Company Shareholder, Directors, representatives and procurators of the Company, as well as the liquidator, shall be obliged to perform activities, within their capacities, in good faith and with due diligence of a prudent businessman, with reasonable belief of acting to the best interest of the Company, as well as to act conscientiously and loyally toward the Company.* *Due diligence of a prudent businessman shall be understood to mean the level of diligence exercised by a reasonably diligent person who would possess the knowledge, skills and experience that could be justifiably expected for performing the duty concerned at the Company.* *The persons stipulated in paragraph 1 of this Article may found their actions on information and opinions of persons who are experts in the relevant area and whom they reasonably believe to have acted in good faith in that case.* *The person set forth in paragraph 1 of this Article who proves to have acted in compliance with this Article shall not be held accountable for the damage arisen to the Company from such an action.* *Article 47* *Directors, Company's representatives and procurators, as well as the liquidator, having personal interest or interest of persons related to them, shall have particularly the following obligations:* *- to refrain from using Company's property for their personal interest or interest of persons related to them;* *- to refrain from using information which they acquired within their capacities and which is not publicly available;* *- to refrain from abusing their respective positions within the Company for personal profit gain;* *- to refrain from using business opportunities for entering into transactions arisen in the Company.* *The obligation of avoiding the conflict of interest shall exist independently of whether the Company was able to use the property and information or conclude transactions set forth in paragraph 1 of this Article.* *It shall be deemed that there is personal interest of the person specified in paragraph 1 of this Article in the following cases:* *- entering into a legal transaction between the Company and the aforementioned person or a person related to it in terms of Article 62 of the Business Companies Law, or* *- legal actions (undertaking of actions in legal and other proceedings, waiver of right, etc.) undertaken by the Company toward the said person or a person related to it, or* *- entering into a legal transaction between the Company and a third party, i.e. Company's undertaking of a legal action toward the third party, if the third party is in financial relation with the said person or a person related to it, and if it can be expected that the existence of this relation affects the said person's action, or* *- entering into a legal transaction, i.e. undertaking of a legal action of the Company which a third party has an economic interest in, if the third party is in financial*

pravne radnje Društva iz koje treće lice ima ekonomski interes, ako je to treće lice sa njim ili sa njim povezanim licem u finansijskom odnosu i ako se može očekivati da postojanje tog odnosa utiče na njegovo postupanje. *Lice koje zaključuje pravni posao sa Društvom ne povređuje pravilo sukoba interesa i nije odgovorno za naknadu štete koja proiziđe iz sukoba interesa, ako je pravni posao odobren u dobroj veri od strane Skupštine Društva.*	*relation with the said person or a person related to it, and if it can be expected that the existence of this relation affects the said person's action.* *The person entering into a legal transaction with the Company shall not breach the rule concerning the conflict of interests and shall not be accountable for compensation of the damage arisen from the conflict of interests, in case the legal transaction was approved in good faith by the Company's General Meeting.*
Član 48. *Društvo može podneti tužbu protiv lica iz člana 46. stav 1. ovog Osnivačkog akta koje povredi dužnost izbegavanja sukoba interesa kao i protiv sa njim povezanog lica, kojom može tražiti:* *3) naknadu štete;* *4) prenos na Društvo koristi koju je to lice, odnosno povezano lice ostvarilo kao posledicu te povrede dužnosti.*	*Article 48* *The Company may file a lawsuit against the person set forth in Article 46 paragraph 1 hereof who breaches its duty to avoid the conflict of interests, as well as against a person related to it, by which lawsuit the Company may request the following:* *3) damages;* *4) transfer of the benefit which the person, i.e. the related person, derived from the said breach of duty, to the Company.*
Zabrana konkurencije *Član 49.* *Član Društva, Direktori odnosno zastupnici i prokuristi Društva, ne mogu direktno ili indirektno biti angažovani u drugom privrednom subjektu konkurentske delatnosti kako za vreme trajanja tog svojstva tako i 12 meseci posle prestanka ovog svojstva, osim ako za to dobiju odobrenje Skupštine.* *Društvo može protiv lica iz stava 1. ovog člana zbog povrede pravila o zabrani konkurencije podneti tužbu u skladu sa zakonom.*	***Prohibition of Competition*** *Article 49* *Company Shareholder, Directors, Company's representatives and procurators, may not be directly or indirectly engaged in some other company with the competitive business activity both within the duration of this capacity and within 12 months after the capacity termination, unless they are granted approval by the General Meeting.* *The Company may file a lawsuit, in accordance with the Law, against the person specified in paragraph 1 of this Article due to violation of the rule on prohibition of competition.*
Dužnost čuvanja poslovne tajne *Član 50.* *Poslovna tajna je podatak čije bi saopštavanje trećem licu moglo naneti štetu Društvu, kao i podatak koji ima ili može imati ekonomsku vrednost zato što nije opšte poznat, niti je lako dostupan trećim licima koja bi njegovim korišćenjem ili saopštavanjem mogla ostvariti ekonomsku korist i koji je od strane Društva zaštićen odgovarajućim merama u cilju čuvanja njegove tajnosti.* *Poslovna tajna je i podatak koji je zakonom, drugim propisom ili aktom Društva određen kao poslovna tajna.* *Aktom društva se kao poslovna tajna može odrediti podatak koji ispunjava uslove iz stava 1. ovog člana.* *Podatak iz stava 1. ovog člana, u skladu sa zakonom može biti: proizvodni, tehnički, tehnološki, finansijski ili komercijalni, studija, rezultat istraživanja, kao i dokument, formula, crtež, objekat, metod, postupak, obaveštenje ili uputstvo internog karaktera i sl.* *Ne smatra se povredom dužnosti čuvanja poslovne tajne podataka iz stava 4. ovog člana, ako je to saopštavanje:* *-obaveza propisana zakonom;* *-neophodno radi obavljanja poslova ili zaštite interesa*	***Business Secret*** *Article 50* *Business secret shall be understood to mean the information whose communication to a third party could inflict damage upon the Company, as well as the information which has or may have economic value because it is not generally known or easily available to third parties which could derive economic gain by using it, and which is protected by the Company using appropriate measures with a view to keeping its secrecy.* *Business secret shall also refer to the information designated as business secret by Law, other regulations or acts of the Company.* *A Company's act may designate the information meeting conditions specified in paragraph 1 of this Article as business secret.* *The information set forth in paragraph 1 of this Article, in compliance with the Law, may be of the following nature: production, technical, technological, financial or commercial information, study, research findings, document, formula, drawing, object, method, procedure.* *The following communication shall not be considered a breach of the duty to keep business information secrecy specified in paragraph 4 of this Article:* *- communication is obligation prescribed by the Law;* *- communication is necessary in order to conduct*

Društva; *-učinjeno nadležnim organima ili javnosti isključivo u cilju ukazivanja na postojanjedela kažnjivog zakonom.* *Član Društva, Direktori odnosno zastupnici i prokuristi Društva, likvidacioni upravnik kao i lica zaposlena u Društvu imaju dužnost čuvanja poslovne tajne za vreme trajanja tog svojstva i dve godine po prestanku tog svojstva.* *Društvo može zbog povrede dužnosti čuvanja poslovne tajne, u skladu sa zakonom podneti tužbu za naknadu štete i raskid radnog odnosa protiv lica koja imaju obavezu čuvanja poslovne tajne, odnosno otkazati tom licu radni odnos u skladu sa zakonom o radu.*	*activities or protect interests of the Company;* *- communication is provided to competent authorities or the public exclusively to point out the existence of an act punishable by the Law.* *Company Shareholder, Directors, Company's representatives and procurators, liquidator, and persons employed with the Company shall be obliged to keep business secret within the duration of their respective capacities and two years following the capacity termination.* *Due to the breach of the duty to keep business secret and in accordance with the Law, the Company may lodge a claim for damages and employment termination against persons having the obligation to keep business secret, i.e. the Company may cancel employment of the said person in compliance with the Labour Law.*
Akti i dokumenti Društva *Član 51.* *Društvo ima obavezu da čuva sledeće akte i dokumente:* *1)osnivački akt, uključujući i sve njegove izmene;* *2)rešenje o registraciji;* *3)opšte akte Društva;* *4)zapisnike sa sednica Skupštine i odluke Skupštine;* *5)akt o obrazovanju svakog ogranka ili drugog organizacionog dela Društva;* *6)dokumenta koja dokazuju svojinu i druga imovinska prava Društva;* *7)evidenciju o adresama Direktora 8)evidenciju o adresi člana Društva;* *9)ugovore koje su Direktori, član ili sa njima povezana lica zaključili sa Društvom;* *10)finansijske izveštaje, izveštaje o poslovanju i izveštaj revizora.* *Dokumenta i akta iz stava 1. čuvaju se trajno sem dokumenata iz tačke 7) i 8) koja se čuvaju najmanje 5 godina, nakon čega se čuvaju u skladu sa propisima o arhivskoj građi.*	***Company's Acts and Documents*** *Article 51* *The Company shall keep the following acts and documents:* *1) Incorporation Act and all amendments thereto;* *2) Decision on Registration;* *3) Company's general acts;* *4) General Meeting's minutes and resolutions;* *5) Founding Act of each branch or other organizational parts of the Company;* *6) Documents on title and other proprietary rights of the Company;* *7) Record of addresses of Directors;* *8) Record of Company Shareholder's address;* *9) Agreements concluded with the Company by Directors, Shareholder or persons related to them;* *10) Financial statements, business reports and auditor's report.* *The documents and acts set forth in paragraph 1 shall be kept permanently, except for the documents specified in items 7) and 8) which shall be preserved for at least 5 years and, afterwards, shall be kept in accordance with the regulations governing archive documents.*
IX PRELAZNE I ZAVRŠNE ODREDBE *Član 52.* *Ovaj osnivački akt menja se odlukom člana.* *Odluka o izmeni Osnivačkog akta se donosi bez obaveze overavanja potpisa u skladu sa zakonom kojim se uređuje overa potpisa.* *Posle svake izmene i dopune osnivačkog akta sačinjava se prečišćen tekst izvršenih izmena i dopuna.* *Izmene i dopune osnivačkog akta kao i prečišćen tekst tih izmena i dopuna, registruju se u registru privrednih subjekata.*	***IX FINAL AND TRANSITIONAL PROVISIONS*** *Article 52* *This Incorporation Act may be amended by a Shareholder's resolution.* *Resolution on amendment of Incorporation Act shall not be subject of verification of the signatures in accordance with the law governing verification of signatures* *Upon each amendment and supplement to the Incorporation Act, a consolidated text of amendments and supplements made shall be drawn up.* *Amendments and supplements to the Incorporation Act, as well as the consolidated text of these amendments and supplements, shall be registered in the Register of Business Entities.*
Član 53. *Ovaj osnivački akt stupa na snagu danom potpisivanja i overe u skladu sa zakonom kojim se uređuje overa potpisa.* *Ovaj osnivački akt registruje se u registru privrednih subjekata.*	*Article 53* *This Incorporation Act shall come into effect on the date of its signing and verification in compliance with the law governing signature verification.* *This Incorporation Act shall be registered in the*

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Član 54. *Ovaj osnivački akt sačinjen je u 5 originalnih primeraka na srpskom i engleskom jeziku.* *U slučaju spora u vezi sa tumačenjem pojedinih odredbi preovlađuju odredbe na srpskom jeziku.*	*Register of Business Entities.* *Article 54* *The present Incorporation Act has been drawn up in 5 original counterparts in Serbian and in English.* *In case of disputes related to the interpretation of certain provisions, the Serbian version shall prevail.*

Prilog 3: Deobni bilans Društva prenosioca/ **Appendix 3:** Transferring Company's division balance;

БИЛАНС СТАЊА

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Prilog 1/ Appendix 1

на дан 30.06. 2017. године			
ПОЗИЦИЈА	**Друштво Ассецо -СЕЕ из којег се врши издвајање пре статусне промене**	**Друштво Ассецо -СЕЕ из којег се врши издвајање након статусне промене**	**Ново Друштво**
	Износ u'000 RSD	**Износ u'000 RSD**	**Износ u'000 RSD**
АКТИВА			
А. УПИСАНИ А НЕУПЛАЋЕНИ КАПИТАЛ			
Б. СТАЛНА ИМОВИНА	**1.377.930**	**523.409**	**854.522**
I. НЕМАТЕРИЈАЛНА ИМОВИНА	244.247	236.811	7.436
1. Улагања у развој	0		
2. Концесије, патенти, лиценце, робне и услужне марке, софтвер и остала права	234.044	226.608	7.436
3. Гудвил	0		
4. Остала нематеријална имовина	0		
5. Нематеријална имовина у припреми	10.203	10.203	0
6. Аванси за нематеријалну имовину	0		
II. НЕКРЕТНИНЕ, ПОСТРОЈЕЊА И ОПРЕМА	784.400	190.047	594.352
1. Земљиште	0		
2. Грађевински објекти	0		
3. Постројења и опрема	784.348	189.996	594.352
4. Инвестиционе некретнине	0		
5. Остале некретнине, постројења и опрема	0		
6. Некретнине, постројења и опрема у припреми	0		
7. Улагања на туђим некретнинама, постројењима и опреми	52	52	0
8. Аванси за некретнине, постројења и опрему			
III. БИОЛОШКА СРЕДСТВА			
1. Шуме и вишегодишњи засади			
2. Основно стадо			
3. Биолошка средства у припреми			
4. Аванси за биолошка средства			
IV. ДУГОРОЧНИ ФИНАНСИЈСКИ ПЛАСМАНИ	349.284	96.550	252.734
1. Учешћа у капиталу зависних правних лица	348.374	95.640	252.734
2. Учешћа у капиталу придружених правних лица и заједничким подухватима	0	0	0
3. Учешћа у капиталу осталих правних лица и друге хартије од вредности расположиве за продају			
4. Дугорочни пласмани матичним и зависним правним лицима			
5. Дугорочни пласмани осталим повезаним правним лицима			
6. Дугорочни пласмани у земљи			
7. Дугорочни пласмани у иностранству			
8. Хартије од вредности које се држе до доспећа			
9. Остали дугорочни финансијски пласмани	910	910	0
V. ДУГОРОЧНА ПОТРАЖИВАЊА	0		
1. Потраживања од матичног и зависних правних лица			
2. Потраживања од осталих повезаних лица			

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3. Потраживања по основу продаје на робни кредит	0		
4. Потраживање за продају по уговорима о финансијском лизингу			
5. Потраживања по основу јемства			
6. Спорна и сумњива потраживања			
7. Остала дугорочна потраживања			
В. ОДЛОЖЕНА ПОРЕСКА СРЕДСТВА	44.501	31.368	13.133
Г. ОБРТНА ИМОВИНА	**1.525.448**	**1.113.688**	**411.761**
I. ЗАЛИХЕ	212.962	37.549	175.413
1. Материјал, резервни делови, алат и ситан инвентар			
2. Недовршена производња и недовршене услуге			
3. Готови производи			
4. Роба	174.853	9.664	165.189
5. Стална средства намењена продаји	21.831	13.922	7.909
6. Плаћени аванси за залихе и услуге	16.278	13.963	2.315
II. ПОТРАЖИВАЊА ПО ОСНОВУ ПРОДАЈЕ	736.807	585.760	151.047
1. Купци у земљи - матична и зависна правна лица	296	78	218
2. Купци у иностранству - матична и зависна правна лица	1.552	1.552	0
3. Купци у земљи - остала повезана правна лица	19.570	77	19.494
4. Купци у иностранству - остала повезана правна лица	115.408	88.212	27.195
5. Купци у земљи	566.283	466.049	100.234
6. Купци у иностранству	33.698	29.791	3.907
7. Остала потраживања по основу продаје			
III. ПОТРАЖИВАЊА ИЗ СПЕЦИФИЧНИХ ПОСЛОВА	186	0	186
IV. ДРУГА ПОТРАЖИВАЊА	22.052	18.982	3.070
V. ФИНАНСИЈСКА СРЕДСТВА КОЈА СЕ ВРЕДНУЈУ ПО ФЕР ВРЕДНОСТИ КРОЗ БИЛАНС УСПЕХА			
VI. КРАТКОРОЧНИ ФИНАНСИЈСКИ ПЛАСМАНИ	0	0	0
1. Краткорочни кредити и пласмани - матична и зависна правна лица	0	0	0
2. Краткорочни кредити и пласмани - остала повезана правна лица	0		
3. Краткорочни кредити и зајмови у земљи	0		
4. Краткорочни кредити и зајмови у иностранству			
5. Остали краткорочни финансијски пласмани	0	0	0
VII. ГОТОВИНСКИ ЕКВИВАЛЕНТИ И ГОТОВИНА	256.058	180.371	75.686
VIII. ПОРЕЗ НА ДОДАТУ ВРЕДНОСТ	0		
IX. АКТИВНА ВРЕМЕНСКА РАЗГРАНИЧЕЊА	297.383	291.025	6.358

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Д. УКУПНА АКТИВА = ПОСЛОВНА ИМОВИНА	**2.947.880**	**1.668.464**	**1.279.415**
Ђ. ВАНБИЛАНСНА АКТИВА	130.914	128.887	2.027
ПАСИВА			
А. КАПИТАЛ	**1.844.187**	**924.526**	**919.662**
I. ОСНОВНИ КАПИТАЛ (0403 + 0404 + 0405 + 0406 + 0407 + 0408 + 0409 + 0410)	4.137	647	3.490
1. Акцијски капитал	0		
2. Удели друштава с ограниченом одговорношћу	4.137	647	3.490
3. Улози	0		
4. Државни капитал	0		
5. Друштвени капитал	0		
6. Задружни удели	0		
7. Емисиона премија	0		
8. Остали основни капитал	0		
II. УПИСАНИ А НЕУПЛАЋЕНИ КАПИТАЛ	0		
III. ОТКУПЉЕНЕ СОПСТВЕНЕ АКЦИЈЕ	0		
IV. РЕЗЕРВЕ	358	359	
V. РЕВАЛОРИЗАЦИОНЕ РЕЗЕРВЕ ПО ОСНОВУ РЕВАЛОРИЗАЦИЈЕ НЕМАТЕРИЈАЛНЕ ИМОВИНЕ, НЕКРЕТНИНА, ПОСТРОЈЕЊА И ОПРЕМЕ	0		
VI. НЕРЕАЛИЗОВАНИ ДОБИЦИ ПО ОСНОВУ ХАРТИЈА ОД ВРЕДНОСТИ И ДРУГИХ КОМПОНЕНТИ ОСТАЛОГ СВЕОБУХВАТНОГ РЕЗУЛТАТА (потражна салда рачуна групе 33 осим 330)	0		
VII. НЕРЕАЛИЗОВАНИ ГУБИЦИ ПО ОСНОВУ ХАРТИЈА ОД ВРЕДНОСТИ И ДРУГИХ КОМПОНЕНТИ ОСТАЛОГ СВЕОБУХВАТНОГ РЕЗУЛТАТА (дуговна салда рачуна групе 33 осим 330)	0		
VIII. НЕРАСПОРЕЂЕНИ ДОБИТАК (0418 + 0419)	1.839.692	923.520	916.172
1. Нераспоређени добитак ранијих година	1.628.933	771.318	857.614
2. Нераспоређени добитак текуће године	210.759	152.201	58.558
IX. УЧЕШЋЕ БЕЗ ПРАВА КОНТРОЛЕ			

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X. ГУБИТАК (0422 + 0423)	0		
1. Губитак ранијих година			
2. Губитак текуће године			
Б. ДУГОРОЧНА РЕЗЕРВИСАЊА И ОБАВЕЗЕ	**194.732**	**115.597**	**79.135**
I. ДУГОРОЧНА РЕЗЕРВИСАЊА	77.084	74.982	2.102
1. Резервисања за трошкове у гарантном року	63.974	62.509	1.464
2. Резервисања за трошкове обнављања природних богатстава	0		
3. Резервисања за трошкове реструктурирања	0		
4. Резервисања за накнаде и друге бенефиције запослених	5.455	4.842	612
5. Резервисања за трошкове судских спорова	69	44	25
6. Остала дугорочна резервисања	7.587	7.587	0
II. ДУГОРОЧНЕ ОБАВЕЗЕ	117.648	40.615	77.033
2. Обавезе према матичним и зависним правним лицима	59.352	29.457	29.895
3. Обавезе према осталим повезаним правним лицима	0		
4. Обавезе по емитованим хартијама од вредности у периоду дужем од годину дана	0		
5. Дугорочни кредити и зајмови у земљи	43.660	0	43.660
6. Дугорочни кредити и зајмови у иностранству	0		
ПОЗИЦИЈА	0		
	0		
	0		
2	0		
7. Обавезе по основу финансијског лизинга	14.636	11.158	3.478
8. Остале дугорочне обавезе	0		
В. ОДЛОЖЕНЕ ПОРЕСКЕ ОБАВЕЗЕ	0		
Г. КРАТКОРОЧНЕ ОБАВЕЗЕ	**908.961**	**628.342**	**280.618**
I. КРАТКОРОЧНЕ ФИНАНСИЈСКЕ ОБАВЕЗЕ	201.474	45.144	156.330
1. Краткорочни кредити од матичних и зависних правних лица	180.656	39.671	140.985
2. Краткорочни кредити од осталих повезаних правних лица	0		

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3. Краткорочни кредити и зајмови у земљи	0	0	0
4. Краткорочни кредити и зајмови у иностранству	0		
5. Обавезе по основу сталних средстава и средстава обустављеног пословања намењених продаји	0		
6. Остале краткорочне финансијске обавезе	20.818	5.473	15.345
II. ПРИМЉЕНИ АВАНСИ, ДЕПОЗИТИ И КАУЦИЈЕ	84.111	79.936	4.175
III. ОБАВЕЗЕ ИЗ ПОСЛОВАЊА	239.241	159.855	79.385
1. Добављачи - матична и зависна правна лица у земљи	3.323	0	3.323
2. Добављачи - матична и зависна правна лица у иностранству	17.434	13.792	3.642
3. Добављачи - остала повезана правна лица у земљи			
4. Добављачи - остала повезана правна лица у иностранству	42.221	41.428	792
5. Добављачи у земљи	123.391	73.122	50.269
6. Добављачи у иностранству	49.469	28.111	21.358
7. Остале обавезе из пословања	3.402	3.402	0
IV. ОСТАЛЕ КРАТКОРОЧНЕ ОБАВЕЗЕ	5.149	4.855	294
V. ОБАВЕЗЕ ПО ОСНОВУ ПОРЕЗА НА ДОДАТУ ВРЕДНОСТ	51.806	43.115	8.691
VI. ОБАВЕЗЕ ЗА ОСТАЛЕ ПОРЕЗЕ, ДОПРИНОСЕ И ДРУГЕ ДАЖБИНЕ	4.482	320	4.161
VII. ПАСИВНА ВРЕМЕНСКА РАЗГРАНИЧЕЊА	322.700	295.117	27.582
Д. ГУБИТАК ИЗНАД ВИСИНЕ КАПИТАЛА			
Ђ. УКУПНА ПАСИВА	**2.947.880**	**1.668.464**	**1.279.415**
Е. ВАНБИЛАНСНА ПАСИВА	130.914	128.887	2.027

PRILOG 4 Spisak zaposlenih u Društvu Prenosiocu čiji se radni odnos nastavlja u Društvu sticaocu.
Appendix 4: List of employees in the Transferring Company whose employment relationship continues in the Acquiring Company:

Sektor	Br. zaposlenog	Ime zaposlenog	pozicija
11110ATM	589	Andrej Batinić	ATM Technician
11110ATM	600	Aleksandar Danilović	Multivendor Activities Coordinator

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11110ATM	604	Edi Đinđi	Lead Repair Centre Technician
11110ATM	617	Vladimir Makivić	Independent ATM Tehnician
11110ATM	618	Rodoljub Makljenović	ATM Help Desk Technician
11110ATM	619	Bojan Maleš	ATM Logistics Coordinator
11110ATM	626	Igor Matijaš	Profit Centre Manager
11110ATM	634	Vladica Milošević	ATM Technician
11110ATM	638	Vladimir Pavlović	Independent ATM Tehnician
11110ATM	648	Boris Stante	Branch Manager
11110ATM	652	Milan Stojić	Service Manager
11110ATM	666	Igor Vujković	Independent ATM Tehnician
11110ATM	784	Danijel Bodulović	Database and virtualization system administrator
11110ATM	857	Darijan Ljiljak	ATM Help Desk Technician
11110ATM	927	Aleksandar Antić	ATM Technician
11110ATM	951	Dario Redžep	ATM Technician
11110ATM	966	Miloš Vučetić	ATM Technician
11110ATM	1028	Jovan Kaplarević	ATM Technician
11110ATM	1030	Dušan Vignjević	System Administrator
11110ATM	1101	Vukašin Savić	ATM Technician
11110POS	598	Aleksandar Crnomarković	Independent POS Technician
11110POS	602	Nenad Dimitrijević	Independent POS Technician
11110POS	603	Predrag Dimitrijević	Lead Repair Centre Technician
11110POS	616	Dušan Milovanović	Senior POS Technician
11110POS	623	Marko Marković	POS Technician
11110POS	628	Dejan Milić	Senior POS Technician
11110POS	630	Marko Miljatović	Senior POS Technician
11110POS	633	Ferenc Molnar	Senior POS Technician
11110POS	639	Đorđe Perušić	POS Technician
11110POS	642	Ivan Radojević	Senior POS Technician
11110POS	644	Vladimir Šarac	Senior POS Technician
11110POS	649	Mladen Starčević	Team Leader/Security Officer
11110POS	651	Aleksandar Stojić	POS Technician
11110POS	653	Nenad Stojić	Independent POS Technician
11110POS	659	Tatjana Todorovska Bjelajac	Independent Operator
11110POS	660	Boško Tošić	POS Coordinator
11110POS	711	Milan Beljin	Technical Sales Representative
11110POS	734	Dejan Mitić	Senior POS Technician
11110POS	749	Božidar Kesić	POS Technician
11110POS	865	Dejan Petrović	POS Technician
11110POS	907	Aleksandar Šašković	POS Technician
11110POS	920	Dražen Panić	POS Technician
11110POS	971	Marko Stojić	POS Technician
11110POS	1031	Andreja Savić	POS Technician
11110POS	1044	Nenad Blagojević	Branch Manager
11110POS	1054	Milan Radaković	POS Technician
11110POS	1107	Vladimir Miljković	POS Technician
11110POS	1108	Mile Rakonjac	Junior System Administrator
11149CBU	608	Srđan Dželebdžić	Director/Payment BU Manager
11149CBU	636	Nebojša Nedeljković	Assistant Payment Card
11149PGL	590	Ljubinka Beljin	Executive Assistant
11149PGL	620	Miljan Mališ	Director/Payment Group Leader
11250CAR	607	Miloje Dželebdžić	Account Manager

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11250CAR	641	Branislav Popović	Sales Manager and business developer
11250CAR	955	Ivan Stijović	Account Manager
11250CAR	1094	Mirjana Ćurčić	Account Manager
11250CAS	748	Jelena Nedeljković	Sales Assistant
11139LOD	610	Brankica Grujičić	Senior Logistics Specialist (Payment)
11139LOD	662	Jovanka Trailović	Logistics Assistant (Payment)
11110CSD	591	Dušan Biga	Senior System Engineer
11110CSD	594	Boris Bogdanoski	Lead Software Specialist
11110CSD	596	Miroslav Racić	System Engineer
11110CSD	599	Kosta Ćurčić	Independent POS Technician
11110CSD	614	Mirko Kiso	Profit Centre Manager
11110CSD	621	Dejan Marić	Senior Software Specialist
11110CSD	635	Predrag Simić	Monitoring and reporting system administrator
11110CSD	643	Mladen Rogan	System Engineer
11110CSD	645	Đorđe Šašković	Sales Specialist POS
11110CSD	655	Vladica Stojković	System Engineer
11110CSD	694	Nenad Vukojević	Senior Software Developer
11110CSD	725	Boris Vukićević	Senior System Engineer
11110CSD	867	Milan Živanović	Senior Software Developer
11110CSD	873	Nemanja Marjanović	Software Specialist
11110CSD	889	Bojan Dornik	Deputy Manager of Profit Centre
11110CSD	926	Predrag Kušljević	Software Developer
11110CSD	947	Dušanka Tišma	POS Project Administrator-junior
11110CSD	977	Davor Jurišić	Software Developer
11110CSD	993	Dalibor Lukić	Senior System Engineer
11110CSD	1012	Nenad Pavlović	System Engineer
11110CSD	1013	Milija Spalević	Support Manager
11110CSD	1014	Matija Ajtoski	Senior Software Developer
11110CSD	1015	Bojan Đoković	System Engineer
11110CSD	1021	Tijana Jordanov	Software Developer
11110CSD	1025	Nemanja Zirojević	Software Developer
11110SUC	595	Sonja Stojković	Independent Operator
11110SUC	613	Heidy Antonić	Call Centre Coordinator
11110SUC	631	Danica Mitić	Independent Operator
11110SUC	640	Miroslava Burić	Operator
11110SUC	646	Bojana Popović	Operator
11110SUC	657	Nevena Šušić	Operator
11110SUC	668	Mirjana Žižović	Operator
11110SUC	719	Danijela Stoisavljević	Independent Operator
11110SUC	848	Slavica Vučković	Operator
11110SUC	1073	Jelena Marković	Operator
11574ADM	650	Filip Stefanović	Courier
11250GSM	656	Nenad Subotić	Payment Sales Manager

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Prilog 2/ Appendix 2

Na osnovu odredaba člana 498. stav 1. tačka 1. a u vezi sa članom 483. stav 1. Zakona o privrednim društvima („Sl. glasnik RS"br. 36/2011, 99/2011, 83/2014-dr. Zakon i 5/2015) /dalje: Zakon/, člana 31. stav 1. tačka 13) Osnivačkog akta društva Asseco SEE doo Beograd /dalje: Osnivački akt/, Društvo Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republika Poljska, kao osnivač i jedini član, koji u skladu sa članom 198. stav 4. Zakona i članom 30. Osnivačkog akta vrši funkciju Skupštine društva Asseco SEE d.o.o. Beograd, dana _____. godine donosi sledeću:	Pursuant to the provisions of Article 498, and related with Article 483, Paragraph 1 of Company Law ("Official gazette RS", No. 36/2011, 99/2011 and 83/2014 - oth. Law and 5/2015) /hereinafter: The Law/, Article 31, Paragraph 1, Point 13) to the Articles of Incorporation of Asseco SEE doo / hereinafter: Articles of Incorporation/, Company Asseco South Eastern Europe, Olchowa 14, Rzeszow 35-322, , Republic of Poland, as founder and sole shareholder, which in accordance with Article 198, Paragraph 4 Of the Law and Article 30 of the Articles of Incorporation acts as General Meeting of Asseco SEE d.o.o. Beograd, on _____ renders the following:
ODLUKU **o statusnoj promeni izdvajanja od društva Asseco SEE d.o.o. Beograd, uz osnivanje novog privrednog društva PAYTEN d.o.o. Beograd**	**RESOLUTION** **on Status change of Demerging from Asseco SEE d.o.o. Beograd, along with founding a new business company PAYTEN d.o.o. Beograd**
Član 1.	**Article 1**
Odobrava se Plan Podele Privrednog društva ASSECO SEE d.o.o. Beograd koji je u smislu člana 492. stav 1. i 4. Zakona usvojen dana _____ 201_ i overen kod javnog beležnika dana _____pod brojem_____ (u daljem tekstu: Plan Podele).	The Division plan of ASSECO SEE d.o.o. Beograd was approved, which Plan in terms of Article 492, Paragraphs 1 and 4 of the Law was adopted on _____ 201_ and verified with the notary on _____ under number _____ (hereinafter referred to as: Division Plan).
Ovom odlukom se privredno društvo Asseco SEE d.o.o. Beograd ul. Milutina Milankovića 19G mat. broj 07432461 (u daljem tekstu: Društvo prenosilac) reorganizuje statusnom promenom izdvajanja uz osnivanje novog privrednog društva tako što prenosi deo svoje imovine i obaveza u skladu sa Planom podele na društvo koje se osniva PAYTEN d.o.o. Beograd (u daljem tekstu: Društvo sticalac) uz istovremeno smanjenje osnovnog kapitala Društva prenosioca i uz nastavljanje postojanja Društva prenosioca.	By this Resolution Asseco SEE d.o.o. Milutina Milankovića 19G, ID No. 7432461 (Hereinafter referred to as: Transferring Company) reorganizes by the status change of demerger with founding of a new business company by transferring a part of its assets and liabilities in compliance with the Division plan to the newly founded company PAYTEN d.o.o. Beograd (hereinafter referred to as: (Acquiring Company) along with simultaneous decrease of the share capital of the Transferring Company, and with operational continuity of the Acquiring Company.
Danom donošenja ove odluke Plan Podele u skladu sa članom 499. Zakona stupa na snagu.	On the date of this Resolution rendering in compliance with Article 498 of the Law, the Division plan shall enter into force.
Član 2.	**Article 2**
Po sprovedenoj statusnoj promeni Društvo prenosilac i Društvo sticalac nastavljaju da posluju kao dva posebna pravna subjekta.	Upon conducted status change, the Transferring Company and the Acquiring Company shall continue doing business as two separate legal entities.

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Prilog 2/ Appendix 2

Član 3.	**Article 3**
Usvajaju se izmene i dopune Osnivačkog akta društva Asseco SEE d.o.o. Beograd koji se nalazi u prilogu 1 ove odluke i predstavlja sastavni deo ove odluke.	Amendments of Article of Incorporation of Asseco SEE d.o.o. Beograd's are adopted as provided in Appendix 1 to this Resolution, which constitutes an integral part of the Resolution.
Usvaja se osnivački akt društva PAYTEN d.o.o. Beograd koji se nalazi u prilogu 2 ove odluke i predstavlja sastavni deo ove odluke.	PAYTEN d.o.o. Beograd's Articles of Incorporation are adopted as provided in Appendix 2 to this Resolution, which constitutes an integral part of the Resolution.
Član 4.	**Article 4**
Konstatuje se da je sprovedeno lično obaveštavanje poverilaca koji imaju potraživanja prema Društvu Asseco SEE u iznosu većem od 2.000.000,00 dinara u dinarskoj protivvrednosti bilo koje valute po srednjem kursu NBS na dan objave Nacrta Plana podele na internet stranici Agencije za Privredne Registre u svemu u skladu sa članom 497. Zakona o privrednim društvima o čemu je Predsednik Nadzornog odbora dao pisanu Izjavu koja je prilog i sastavni deo ove odluke.	It is acknowledged that the creditors of Asseco SEE with receivables exceeding RSD 2,000,000.00 in RSD equivalent of any foreign currency by middle f/x rate of NBS on the date of Division plan draft publishing at the Business registers agency's website have been personally notified on the demerger fully in compliance with Article 497 of the Law on Companies on which the President of the Supervisory Board made a written statement as an appendix and constituent part of this Resolution.
Član 5.	**Article 5**
Za potrebe ove statusne promene neće se pripremati: 1)finansijski izveštaji, 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.	The Status change requirements shall not include: 1) financial statements, along with auditor's opinion, with end date balance on the day preceding the date of the Resolution on status change made by General Meeting of the Company maximum 6 months; 2) Auditor's report on Status change auditing; 3) Director's report on Status change.
Član 6.	**Article 6**
Usled statusne promene dolazi do smanjenja osnovnog kapitala društva Asseco SEE d.o.o. Beograd za iznos od **3.489.631,00** dinara.	The Status change shall result in decrease of the share capital of Asseco SEE d.o.o. Beograd by the amount of RSD **3,489,631.00**.
Po izvršenoj statusnoj promeni osnovni kapital društva Asseco SEE d.o.o. Beograd će iznositi **2.967.850,26** dinara.	Upon completed Status change, the share capital of Asseco SEE d.o.o. Beograd shall amount RSD **2,967,850.26**.
Vlasnik 100% udela u društvu Asseco SEE d.o.o. Beograd ostaje Društvo Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republika Poljska, kao osnivač i jedini član.	Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republic of Poland shall remain the owner of 100% of shares in Asseco SEE d.o.o. Beograd.
Član 7.	**Article 7**
Usled statusne promene dolazi do osnivanja društva PAYTEN d.o.o. Beograd. Osnivački kapital društva PAYTEN d.o.o. Beograd iznosi **3.489.631,00** dinara.	The Status change results in founding of company PAYTEN d.o.o. Beograd. The share capital of the Company PAYTEN d.o.o. Beograd amounts RSD **3,489,631.00**.

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Vlasnik 100% udela u društvu PAYTEN d.o.o. Beograd je Društvo Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republika Poljska, kao osnivač i jedini član. **Član 8.** Nalaže se Direktorima Društva da izvrše sve potrebne radnje u svrhu registracije kod Agencije za privredne registre ove statusne promene, povećanja odnosno smanjenja kapitala, osnivanja novog društva nastalog statusnom promenom, kao i sve druge potrebne radnje u vezi sa ovom statusnom primenom. **Član 9.** Ova odluka je doneta u 4 istovetna primerka i stupa na snagu danom donošenja. Odluka je sastavljena na srpskom i engleskom jeziku, a u slučaju spora primenjuje se verzija na srpskom jeziku.	Asseco South Eastern Europe Olchowa 14, Rzeszow 35-322, Republic of Poland shall be the owner of 100% of shares as founder and sole shareholder in PAYTEN d.o.o. Beograd. **Article 8** The Company directors have been instructed to take all necessary actions for the purpose of registration with the Business Registers Agency, increase i.e. decrease of the share capital, founding of the new company resulting from the status change, as well as all other required actions regarding this statutory change. **Article 9** This Resolution has been made in 4 counterparts and comes into effect on date of its rendering. The Resolution has been drawn in Serbian and in English, whereas in the event of any discrepancy, the Serbian version shall prevail.
Osnivač i jedini član/ Founder and Sole Shareholder: **ASSECO SOUTH EASTERN EUROPE S.A.** _____ PIOTR JELENSKI Predsednik upravnog odbora/ President of the Management Board _____ MARCIN RULNICKI Član Upravnog odbora/ Member of the Management Board	**Osnivač i jedini član/** Founder and Sole Shareholder: **ASSECO SOUTH EASTERN EUROPE S.A.** _____ PIOTR JELENSKI Predsednik upravnog odbora/ President of the Management Board _____ MARCIN RULNICKI Član Upravnog odbora/ Member of the Management Board

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Na osnovu odredaba člana 497. Zakona o privrednim društvima („Sl. glasnik RS"br. 36/2011, 99/2011, 83/2014-dr. Zakon i 5/2015), Predsednik Nadzornog odbora društva Asseco SEE doo Beograd, dana _____.daje sledeću:	Pursuant to the provisions of Article 497 of the Law on Business Companies ("Official gazette RS", No. 36/2011, 99/2011 and 83/2014 - oth. Law and 5/2015), the President of the Supervisory Board of Asseco SEE d.o.o. Beograd, on _____ makes the following:
IZJAVU	**STATEMENT**
Kao predsednik Nadzornog odbora društva Asseco SEE d.o.o. Beograd izjavljujem da je u postupku sprovođenja statusne promene izdvajanja društva Asseco SEE d.o.o. Beograd matični broj 07432461 uz osnivanje novog privrednog društva PAYTEN d.o.o. Beograd sprovedeno lično obaveštavanje poverilaca koji imaju potraživanja prema Društvu Asseco SEE d.o.o. Beograd u iznosu većem od 2.000.000,00 dinara u dinarskoj protivvrednosti bilo koje valute po srednjem kursu Narodne banke Srbije na dan objavljivanja Nacrta Plana podele na internet stranici Agencije za Privredne Registre u svemu u skladu sa članom 497. Zakona o privrednim društvima.	As President of the Supervisory Board Asseco SEE d.o.o. Beograd I declare that, within the procedure of conducting the status changes of demerging Company Asseco SEE d.o.o. Beograd, ID NO 07432461, along with founding of new business organization PAYTEN d.o.o Belgrade all creditors, whose claims towards Asseco SEE are higher than RSD 2,000,000.00 in RSD equivalent of any currency at the middle exchange rate of the National Bank of Serbia on the day of draft Division plan publishing at the Business Registers Agency's website, fully in compliance with Article 497 of the Business Companies Law, have been personally informed.
ASSECO SEE d.o.o. Beograd	**Asseco SEE d.o.o. Belgrade**
_____	_____
PIOTR JELENSKI	**PIOTR JELENSKI**
Predsednik Nadzornog odbora	President of the Supervisory Board