

<p>DATE <u>01.05.2023.</u></p>	<p>DATUM <u>01.05.2023</u></p>
<p>EMPLOYMENT CONTRACT</p>	<p>UGOVOR O RADU</p>

Internal



<p>This Employment contract was entered into between</p> <p>(1) CRO ENERGIJA d.o.o., Osijek, Šetalište Petra Preradovića 7, PIN: 92691248934 represented by PETRE ANDRAS BALAZS (hereinafter: the Company and/or Employer), and</p> <p>(2) DANIEL KLARIĆ, Dugo Selo, Ulica Josipa Predavca 1, PIN: 92594986524 (hereinafter: the Employee);</p> <p>(3) EU-SOLAR Zrt, Hungary, company register number: 02-10-060424, Name of the register Commercial register, Competent body: County court in Pecs, Pécs, Abaligeti út 14. PIN: 62426044022 represented by PETRE ANDRAS BALAZS, (hereinafter: Guarantor);</p> <p>and have agreed as follows</p>	<p>Ovaj Ugovor o radu je zaključen između</p> <p>(1) CRO ENERGIJA d.o.o., Osijek, Šetalište Petra Preradovića 7, OIB: 92691248934 kojeg zastupa PETRE ANDRAS BALAZS, kao direktor (nadalje Društvo i/ili Poslodavac), i</p> <p>(2) DANIEL KLARIĆ, Dugo Selo, Ulica Josipa Predavca 1 OIB: 92594986524 (nadalje: Radnik);</p> <p>(3) EU-SOLAR Zrt, Mađarska, Broj iz registra: 02-10-060424, Naziv registra: Trgovački registar, Nadležno tijelo: Županijski sud u Pečuhu, Pécs, Abaligeti út 14 OIB: 62426044022 kojeg zastupa PETRE ANDRAS BALAZS, kao direktor (nadalje: Jamac platak);</p> <p>te su dogovorili kako slijedi</p>
<p style="text-align: center;">Article I Subject of the Contract</p> <ol style="list-style-type: none"> 1. This Contract establishes the mutual rights, duties, and responsibilities of the contractual parties in relation to employment relationship with the Employer. 2. The contracting parties agree that the Guarantor is liable and responsible to the Employee for all the Employer's obligations towards the Employee, in full, and without limitation, especially regarding the payout of the material rights of the Employee, all according to Art. 111. St. 2. of the Civil obligation Act. 3. With this Contract the Employee establishes employment relationship with the Employer for an indefinite period. 4. The Employee shall, by this Contract take up the position Sales Manager Croatia and begin work on 01.08.2023 	<p style="text-align: center;">Članak I Predmet ugovora</p> <ol style="list-style-type: none"> 1. Ovim se Ugovorom utvrđuju međusobna prava, obveze i odgovornosti ugovornih strana vezano uz radni odnos kod Radnika. 2. Ugovorne strane suglasno utvrđuju da Jamac platak odgovara Radniku za sve obveze Poslodavca prema Radniku i to u cijelosti, bez ograničenja, posebice u odnosu na isplatu materijalnih prava Radnika, u smislu čl. 111. st. 3. Zakona o obveznim odnosima. 3. Ovim Ugovorom Radnik zasniva radni odnos kod Društva na neodređeno vrijeme. 4. Radnik će temeljem ovog ugovora na radnom mjestu Direktor prodaje za Hrvatsku započeti sa radom sa danom 01.08.2023

Internal




<p>5. The scope of work of the Employee encompasses, but is not limited to the following duties::</p> <ul style="list-style-type: none"> • organization of business in Croatia and the region;. • fulfilling agreed target sales goals; • cooperation with the management and responsible persons in the group; • Control of the sales process, support and care of existing and new customers; • Active processing of the market, responsibility for finding and acquiring new customers; • Building a wholesale network of customers in Croatia and the region; • Leads the Team of workers for whom he is in charge and to whom he is directly superior. • Representation of EU-SOLAR Plc. in Croatia and the region in business cases according to the written authorization 	<p>5. Navedeno radno mjesto obuhvaća, ali se i ne ograničava na poslove:</p> <ul style="list-style-type: none"> • organizacija poslovanja na području Hrvatske i regije; • ispunjavanje usuglašenih ciljeva prodaje; • suradnja sa upravom i odgovornim osobama u grupaciji • Kontrola procesa prodaje, podrška i briga o postojećim i novim kupcima; • Aktivna obrada tržišta, odgovornost za pronalazak i akviziciju novih kupaca; • Izgradnja veleprodajne mreže kupaca Hrvatskoj i regiji • Vodi Tim radnika za koje je zadužen i kojima je direktno nadređen.
<p style="text-align: center;">Article II Place of work</p> <p>1. The Employee's place of work shall be:</p> <p>10370, Dugo Selo, Croatia</p> <ul style="list-style-type: none"> • occasionally, at the suggestion of the Employee or the Employer, at a separate work place - from home or from another area of similar purpose, determined based on the agreement between the Employee and the Employer. 	<p style="text-align: center;">Članak II Mjesto rada</p> <p>1. Radnik će obavljati poslove:</p> <ul style="list-style-type: none"> • u prostorijama Poslodavca, na adresi 10370, Dugo Selo, Croatia • povremeno, na prijedlog Radnika ili Poslodavca, na izdvojenom mjestu rada - od kuće ili u drugom prostoru slične namjene koji je određen na temelju dogovora Radnika i Poslodavca, a koji nije prostor Poslodavca.
<p style="text-align: center;">Article III Working hours, break time, and annual leave</p> <p>1. The Employee shall perform his tasks full-time - 40 (forty) hours per week distributed over (5) five working days per week.</p>	<p style="text-align: center;">Članak III Radno vrijeme, stanke i godišnji odmor</p> <p>1. Radnik će obavljati rad u punom radnom vremenu od 40 (četrdeset) sati tjedno raspoređeno na (5) pet radnih dana u tjednu.</p>

<p>2. The Employer shall decide on the schedule of working hours in a written decision.</p> <p>3. The Employee shall have the right to a 30 (thirty) minute break a day, a daily rest of at least 12 (twelve) hours continuously during each 24 (twenty-four) hour period, and a weekly rest of a continuous duration of at least 24 (twenty-four) hours, which will be used on Saturday and Sunday.</p> <p>4. The Employee shall have 30 (thirty) working days of annual leave.</p> <p>5. The Employer shall determine the time when the Employee will use his annual leave, all in accordance with the Plan of use of annual leave.</p> <p>6. The Employee has a right to paid leave in accordance with the Law, and the Employer will determine the number of days for individual cases.</p>	<p>2. O rasporedu radnog vremena odlučuje Poslodavac pisanom odlukom.</p> <p>3. Radnik ima pravo na stanku od 30 (trideset) minuta dnevno, dnevni odmor od najmanje 12 (dvanaest) sati neprekidno tijekom svakog vremenskog razdoblja od 24 (dvadeset četiri) sata i tjedni odmor u neprekidnom trajanju od najmanje 24 (dvadeset četiri) sata koji će se koristiti u subotu i nedjelju.</p> <p>4. Radnik ima pravo na 30 (trideset) radnih dana godišnjeg odmora.</p> <p>5. Poslodavac će odrediti vrijeme u kojem će Radnik koristiti svoj godišnji odmor, u skladu s planom korištenja godišnjih odmora.</p> <p>6. Radnik ima pravo na plaćeni dopust sukladno Zakonu, a Poslodavac će broj dana za pojedinačne slučajeve utvrditi posebnom odlukom.</p>
<p style="text-align: center;">Article IV Salary</p> <p>1. The Employee's gross basic salary is 10.000,00 EUR (ten thousand euro) per month.</p> <p>2. The basic salary from Article 4.1 of this Agreement is increased by:</p> <ul style="list-style-type: none"> • work on Sundays, holidays or non-working days established by law 50% • overtime 30% • night work 30% <p>3. In addition to the basic salary, the Employee shall have the right to a monthly variable salary (bonus), all based on the monthly target achievement. The monthly target achievement shall be based on Employee's performance of area of responsibility. The decision on the employee's individual monthly target achievement performance and goals is</p>	<p style="text-align: center;">Članak IV Plaća</p> <p>1. Bruto osnovna plaća Radnika iznosi 10.000,00 EUR (deset tisuća eura) mjesečno.</p> <p>2. Osnovna plaća iz članka 4.1 ovog Ugovora uvećava se za:</p> <ul style="list-style-type: none"> • rad nedjeljom, blagdanom ili neradnim danom utvrđenim zakonom 50% • prekovremeni rad 30% • noćni rad 30% <p>3. Uz osnovnu plaću, Radnik će imati pravo na mjesečnu varijabilnu plaću (bonus), a sve ovisno i na temelju ostvarenja mjesečnih ciljeva. Mjesečni radni ciljevi Radnika temeljiti će se na radnoj uspješnosti Radnika u području njegove odgovornosti. Odluku o pojedinačnom mjesečnom planiranom učinku i ciljevima Radnika</p>




made by the Employer on an annual basis, which must be drawn up according to objective criteria and previously agreed upon with the Employee.

4. The Employer shall pay to the Employee a variable salary part as a performance monthly bonus in the gross amount of EUR 10.000,00 (ten thousand euro). The variable salary will be paid based on monthly target achievement according to the table as follows:

The achievement of montly target	Bonus payout percentage ranges (%)
< 70 %	0 %
70-89,9 %	50%
90-119,9%	100%
120 %	150 %

5. The salary, supplements and other benefits from Art. 4. of this Agreement and other incomes' /earnings shall be paid monthly to the Employee's transaction hank account at the latest until the 10th of the month for the previous month. The Employee shall inform the Employer of the transaction bank account in due time as well as about all the changes in the account.

Article V Company car

1. The Employee has the right to unlimited use of the company car for business and private purposes with a monthly allowance of 5.000,00 km (five thousand kilometers) (with the right to compensation for vehicle expenses) The assigned car will correspond to the upper middle class of vehicles.
2. The Company will cover the reasonable expenses which include gas, insurance and servicing of the vehicle, but exclude fines

donosi Poslodavac na godišnjoj razini, a koja mora biti izrađena prema objektivnim kriterijima i prethodno dogovorena s Radnikom.

4. Poslodavac će Radniku isplatiti varijabilni dio plaće kao mjesečnu nagradu za radni učinak u bruto iznosu od 10.000,00 EUR (deset tisuća eura). Varijabilna plaća isplaćivati će se na temelju ostvarenja mjesečnog cilja prema sljedećoj tablici:

Ostvarenje mjesečnog cilja	Rasponi postotaka isplate bonusa (%)
< 70 %	0 %
70-89,9 %	50%
90-119,9%	100%
120 %	150 %

1. Plaća dodaci na plaću i ostala primanja iz čl. 4. ovog Ugovora te druge naknade/ primanja Radnika temeljem ovog Ugovora će se isplaćivati mjesečno na transakcijski račun Radnika, najkasnije do 10. u mjesecu za prethodni mjesec. Radnik će pravovremeno obavijestiti Poslodavca o transakcijskim računu i svim eventualnim izmjenama.

Članak V Službeno vozilo

1. Radnik ima pravo na neograničeno korištenje službenog automobila u poslovne i privatne svrhe, sa pravom na naknadu troškova vozila za 5.000,00 km (pet tisuća kilometara) Dodijeljeni automobil odgovarati će višoj srednjoj klasi automobila.
2. Društvo će pokriti sve razumne troškove uključujući gorivo, osiguranje i servisiranje

and other costs incurred as a result of violations of law.

Article VI
Other means of labor and reimbursement of expenses

1. To carry out the duties of the Employee's job, in addition to the company car from Art. 6 of this Agreement, the Employer undertakes to provide to the Employee with the following means of work - equipment:
 - laptop
 - mobile telephone device.
2. The Employer is obliged to install and maintain the equipment in question. In case of equipment failure, the Employer is obliged to ensure its repair, except in the case that the Employer caused the failure through gross negligence or on purpose.
3. The Employer is obliged to ensure the existence of an Internet connection at a separate workplace and will install his own printer if necessary. The parties to the contract agree that the Employee is not entitled to special compensation for the expenses for work at a separate workplace, and the employee expressly waives that kind of compensation.
4. The Company will reimburse to the Employee all formal, customary, and necessary expenses incurred or paid by the Employee during the performance of the work, upon presentation of appropriate receipts, invoices or other proof to the Company of the Employee's expenses.
5. The Employee's job description includes a significant number of business trips both within the Republic of Croatia and in the region and abroad in general, and the Employer will reimburse the Employee for the expenses incurred by the Employee in connection with the performance of the

vozila, ali isključujući naknade i druge troškove koji nastanu uslijed kršenja zakona.

Članak VI
Druga sredstva rada i naknada troškova

1. Za obavljanje poslova radnog mjesta Radnika, pored službenog vozila iz čl. 6. ovog Ugovora, Poslodavac se obvezuje Radniku osigurati sljedeća sredstva rada- opremu:
 - prijenosno računalo
 - mobilni telefonski uređaj.
2. Poslodavac je dužan predmetnu opremu instalirati i održavati. U slučaju kvara opreme Poslodavac je obavezan osigurati njezin popravak, osim u slučaju da je Radnik prouzročio kvar krajnjom nepažnjom ili namjerno.
3. Radnik je dužan osigurati postojanje internetske veze na izdvojenom mjestu rada, te će po potrebi instalirati vlastiti printer. Ugovorne strane suglasno utvrđuju kako radniku ne pripada posebna naknada troškova za rad na izdvojenom mjestu rada te se iste Radnik izrijeком odriče.
4. Društvo će nadoknaditi Radnike sve formalne, uobičajene i potrebne troškove koje učini ili plati Radnik tijekom obavljanja posla, uz predložene odgovarajućih potvrda, računa ili drugog dokaza Društvu o troškovima Radnika.
5. Radno mjesto Radnika uključuje znatan broj poslovnih putovanja kako unutar Republike Hrvatske tako i u regiji i uopće inozemstvo te će Poslodavac Radniku nadoknaditi izdatke koji Radniku nastanu u vezi s obavljanjem posla, ako je Poslodavac unaprijed odobrio te

work, if the Employer has approved these expenses in advance and if the Employee presents the Employer with original invoices that refer to these expenses.

Article VII

Obligation of education and training for work

1. The Employer is obliged to enable the Employee, in accordance with the possibilities and needs of the work, for schooling, education, training and improvement.
2. The Employee is obliged, in accordance with his abilities and work needs, to educate, train and perfect for work.
3. When changing or introducing a new method or organization of work, the Employer is obliged, in accordance with the needs and possibilities of work, to provide the Employee with training or training for work.
4. The Employer is obliged to provide the Employee with the training from paragraph 1 of this article in accordance with the needs of performing the contracted work and at his own expense, whereby the time spent on training is included in working hours and, if possible, takes place during the established working time schedule of the Employer.

Article VIII

Record of working hours

1. During work at a separate workplace, the Employee will keep records of working hours on a special form, with subsequent control by the Employer, and these records will contain the following information:

izdatke te ako Radnik predoči Poslodavcu izvornike računa koji se odnose na te izdatke.

Članak VII

Obveza obrazovanja i osposobljavanja za rad

1. Poslodavac je dužan omogućiti Radniku, u skladu s mogućnostima i potrebama rada, školovanje, obrazovanje, osposobljavanje i usavršavanje.
2. Radnik je dužan, u skladu sa svojim sposobnostima i potrebama rada, školovati se, obrazovati, osposobljavati i usavršavati se za rad.
3. Prilikom promjene ili uvođenja novog načina ili organizacije rada, Poslodavac je dužan, u skladu s potrebama i mogućnostima rada, omogućiti Radniku osposobljavanje ili usavršavanje za rad
4. Poslodavac je dužan Radniku osposobljavanje iz stavka 1. ovoga članka omogućiti u skladu s potrebama obavljanja ugovorenih poslova i o svom trošku, pri čemu se vrijeme provedeno na osposobljavanju uračunava u radno vrijeme i po mogućnosti odvija tijekom utvrđenog rasporeda radnog vremena Radnika.

Članak VIII

Evidencija radnog vremena

1. Radnik će, za vrijeme rada na izdvojenom mjestu rada, sam voditi evidenciju o radnom vremenu na posebnom obrascu, uz naknadnu kontrolu Poslodavca, a koja evidencija će sadržavati sljedeće podatke:

<ul style="list-style-type: none"> • name and surname of the Employee • date of the month, • total daily working hours, • time of absence from work, • vacation time (daily, weekly and annual), • non-working days and holidays determined by a special regulation, • time prevented from working due to temporary incapacity for work, • time of maternity, parental leave, suspension of employment or exercise of other rights in accordance with a special regulation, • paid leave time, • time of unpaid leave 	<ul style="list-style-type: none"> ▪ ime i prezime Radnika, ▪ datum u mjesecu, ▪ ukupno dnevno radno vrijeme, ▪ vrijeme nenazočnosti na poslu, ▪ vrijeme korištenja odmora (dnevnog, tjednog i godišnjeg), ▪ neradni dani i blagdani utvrđeni posebnim propisom, ▪ vrijeme spriječenosti za rad zbog privremene nesposobnosti za rad, ▪ vrijeme rodiljinih, roditeljskih dopusta, mirovanja radnog odnosa ili korištenje drugih prava u skladu s posebnim propisom, ▪ vrijeme plaćenih dopusta, ▪ vrijeme neplaćenih dopusta
<p>2. The Employee is obliged to submit the records from paragraph 1 of this article to the Employer no later than three days after the end of the monthly accounting period.</p> <p>3. The Employee undertakes to provide the Employer with all the necessary data for keeping the prescribed records.</p>	<p>2. Evidenciju iz stavka 1. ovog članka, Radnik je dužan dostaviti Poslodavcu najkasnije tri dana nakon kraja mjesečnog obračunskog razdoblja.</p> <p>3. Radnik se obvezuje dostavljati Poslodavcu sve potrebne podatke za vođenje propisanih evidencija.</p>
<p style="text-align: center;">Article IX Statutory Prohibition of Competition, Liability for Damage</p> <p>1. The Employee may not transact for his or someone else's account without the Employer's consent any business that comes within the scope of activities performed by the Employer. This prohibition excludes legal relations relating to activities which have the character of scientific work, teaching or copyright work, provided that such activities are not contrary to the Employee's rights and obligations. The breach hereof constitutes a founded reason for the Employee's revocation and the cancellation of this Contract.</p>	<p style="text-align: center;">Članak IX Zakonska zabrana natjecanja, odgovornost za štetu</p> <p>1. Radnik ne smije bez odobrenja Poslodavca, za svoj ili tuđi račun, sklapati poslove iz djelatnosti koju obavlja Poslodavac. Ova zabrana isključuje pravni odnos vezan za aktivnost koja ima narav znanstvenog rada, podučavanja ili autorskog djela pod uvjetom da takva aktivnost nije u suprotnosti s pravima i obvezama Radnika. Povreda ovog članka predstavlja opravdani razlog za razrješenje Radnika i za otkaz ovog Ugovora.</p>

<p>2. The Employee undertakes in particular not to own or co-own a company within the country and/or abroad if such company deals with operations that come within the Company's scope of activities, and that he shall not use any knowledge, information and business contacts linked to his position under this Contract for his own account or for the account of third persons for the duration of this Contract. Co-ownership in a company in the country and/or abroad does not comprise the ownership of shares/stocks that constitute less than 5% of the total base capital of a company. The breach hereof constitutes a founded reason for the Employee's revocation and the cancellation of this Contract.</p> <p>3. The Employee declares that he is familiar with and required to comply with provisions which exclude activities that directly or indirectly benefit legal or natural persons constituting competition to the Employer.</p> <p>4. Regardless of the basis for Contract cancellation, each contractual party shall be entitled to indemnities from the other side in the event that the other contractual party caused damage to the other party either through intentional or unconscientious acts.</p>	<p>2. Radnik se posebno obvezuje da neće biti vlasnik ili suvlasnik trgovačkog društva u zemlji i/ili inozemstvu ako se ono bavi poslovima iz predmeta poslovanja Poslodavca, te da znanja, informacije i poslovne kontakte vezane uz njegovo radno mjesto prema ovom Ugovoru neće koristiti za svoj ili tuđi račun za vrijeme trajanja ovog Ugovora. Pod suvlasništvom trgovačkog društva u zemlji i/ili inozemstvu ne smatra se držanje udjela/dionica u iznosu manjem od 5% ukupnog kapitala trgovačkog društva. Povreda ovog članka predstavlja opravdani razlog razrješenje Radnika i otkaz ovog Ugovora.</p> <p>3. Radnik izjavljuje da je upoznat i dužan pridržavati se odredbi koje isključuju aktivnosti koje izravno ili neizravno idu u korist pravnim ili fizičkim osobama koje predstavljaju konkurenciju Poslodavcu.</p> <p>4. Bez obzira na temelj otkaza Ugovora, svaka ugovorna strana uvijek ima pravo na naknadu štete od druge strane u slučaju da je druga ugovorna strana uzrokovala štetu bilo namjernim ili nesavjesnim postupanjem.</p>
<p style="text-align: center;">Article X Contracted Prohibition of Competition</p> <p>1. The contractual parties agree on the justification of the Employer's interest that the Employee is not employed by a legal entity or natural person in competition with the Employer for a certain time upon the cessation of the employment relationship.</p> <p>2. The contractual parties agree that the Employee may not be employed for a time period of 24 (twenty four) months after the cessation of the employment with the Employer by another legal entity or natural person in competition with the Employer, nor may the Employee conclude in this time period for his own or another person's</p>	<p style="text-align: center;">Članak X Ugovorna zabrana natjecanja</p> <p>1. Ugovorne strane su suglasne da je utemeljen interes poslodavca, da se Radnik određeno vrijeme po prestanku radnog odnosa ne zaposli kod pravne ili fizičke osobe koja je u tržišnoj utakmici s Poslodavcem.</p> <p>2. Ugovorne strane su suglasne da se Radnik u razdoblju 24 (dvadeset četiri) mjeseci od prestanka radnog odnosa kod Poslodavca ne smije zaposliti kod druge pravne ili fizičke osobe koja je u tržišnoj utakmici s poslodavcem, niti za to vrijeme smije za svoj</p>

<p>account any agreements whereby he competes with the Employer.</p>	<p>račun ili za račun treće osobe sklapati poslove kojima se takmiči s Poslodavcem.</p>
<p>3. -This must be covered by monthly salary, as the followings: 7.500 Eur paid as base salary and monthly 2500 Eur paid as compensation for 24 months non-competition agreement. This will be paid for 2 yrs, and after that the base salary will be increased to 10.000 Eur.</p>	<p>3. To mora biti pokriveno mjesečnom plaćom, i to: 7.500 Eur isplaćeno kao osnovna plaća i mjesečno 2500 Eur isplaćeno kao naknada za 24 mjeseca ugovora o nenatjecanju. Isplaćivat će se 2 godine, a nakon toga osnovica će se povećati na 10.000 eura</p>
<p>4. Legal entities or natural persons in competition with the Employer are companies and businesses operating within the Republic of Croatia and worldwide (specially but not solely operating in: Europe) working in the sale, installation and maintenance of solar systems, trade, installation, commissioning and maintenance of electric vehicle charging equipment, trade, installation, commissioning and maintenance of electric energy storage equipment, and adult education activities teaching the installation and maintenance of the above systems or equipment.</p>	<p>4. Pod pravnim ili fizičkim osobama koje su u tržišnoj utakmici s Poslodavcem smatraju se trgovačka društva i obrti koja djeluju na prostoru Republike Hrvatske i šire (posebice, ali ne isključivo koje djeluju u Europi) prodajom, montažom i održavanjem solarnih sustava, trgovinom, montažom, puštanjem u pogon i održavanjem opreme za punjenje električnih vozila, trgovinom, montažom, puštanjem u rad i održavanjem opreme za pohranu električne energije, te aktivnosti obrazovanja odraslih- podučavanje postavljanja i održavanja gore navedenih sustava ili opreme.</p>
<p>5. In order to prove his employment status for the duration of the non-competition agreement, the Employee undertakes to submit to the Employer upon request documentation proving an employment relationship.</p>	<p>5. U svrhu dokazivanja radnog statusa za vrijeme trajanja ugovorne zabrane utakmice, Radnik se obvezuje dostavljati Poslodavcu na njegov zahtjev dokumentaciju kojom se dokazuje radni odnos.</p>
<p>6. The Employer reserves the right to request from the Employee information on potentially concluded deals for the Employee's or a third person's account and thus compete with the Employer. The Employee is required to deliver such information within 15 days from request receipt.</p>	<p>6. Poslodavac zadržava pravo zatražiti Radnika dostavu podataka o eventualno sklopljenim poslovima za svoj račun ili za račun treće osobe kojima se takmiči s Poslodavcem. Navedenom zahtjevu je Radnik dužan udovoljiti u roku od 15 dana od dana primitka zahtjeva.</p>
<p>7. The Employer may withdraw from the provisions of the contractual prohibition of competition under this Chapter, on which the Employer shall inform the Employee in written form.</p>	<p>7. Poslodavac može odustati od ugovorne zabrane natjecanja iz ovog poglavlja o čemu će pisano obavijestiti Radnika.</p>

Article XI
Termination of the Contract and termination period

1. This Agreement is concluded for an indefinite period of time, and for regular termination of the employment contract, each Contracting Party may terminate it in writing with a notice period as provided by the Law, Article 122, paragraphs 1-8, but not longer than 3 (three) month. The termination period starts from the day of delivery of the termination of the employment contract.
2. Before a regular termination of the employment contract due to the employee's behavior, the Employer is obliged to warn the Employee in writing of the obligation from the employment relationship and indicate the possibility of termination in case of continued violation of this obligation.
3. The Employer may unilaterally terminate the Contract with immediate effect, without observing the prescribed or agreed notice period, if due to a particularly serious violation of the obligations from the employment relationship by the Employee or some other particularly important fact, the continuation of the employment relationship is not possible.
4. In the event of termination of the Agreement for any reason, the Employee shall return to the Employer all documents and other property (including computer hardware and software) belonging to the Employer or its clients, including but not limited to confidential information, within 24 hours from the end of the last working day, and in case of extraordinary dismissal, without delay. Also, in the same time period, the Employee is obliged to destroy and/or permanently delete all documents, plans,

Članak XI
Prestanak ugovora o radu i otkazni rokovi

1. Ovaj Ugovor sklopljen je na neodređeno vrijeme te ga za redoviti otkaz ugovora o radu svaka Ugovorna strana može otkazati u pisanom obliku s otkaznim rokom u trajanju kako je predviđeno Zakonom člankom 122. stavcima 1-8, ali ne duljim od 3 (tri) mjeseca. Otkazni rok počinje teći od dana dostave otkaza ugovora o radu.
2. Prije redovitog otkazivanja uvjetovanog ponašanjem radnika, Poslodavac je dužan Radnika pisano upozoriti na obvezu iz radnog odnosa i ukazati mu na mogućnost otkaza u slučaju nastavka povrede te obveze.
3. Poslodavac može jednostrano otkazati Ugovor s trenutnim učinkom, bez poštivanja propisanog odnosno ugovorenog otkaznog roka, ako zbog osobito teške povrede obveze iz radnog odnosa od strane Radnika ili neke druge osobito važne činjenice, nastavak radnog odnosa nije moguć.
4. U slučaju prestanka Ugovora iz bilo kojeg razloga, Radnik će vratiti Poslodavcu sve dokumente i drugu imovinu (uključujući računalni hardver i softver) koji pripada Poslodavcu ili njegovim klijentima, uključujući, ali ne ograničavajući se na povjerljive informacije, u roku od 24 sata od isteka zadnjeg radnog dana, a u slučaju izvanrednog otkaza, bez odgode. Također, u istom vremenskom razdoblju, Radnik je dužan uništiti i/ili trajno izbrisati sve

computer files or digital media or other materials containing information (including, without limitation, confidential information) and/or all copies or extracts thereof, which relate to the business of the Employer and/or its clients, and which remained in the possession of the Employee (on his personal computer, some other media or in his possession in another way).

Article XII
Severance payment

1. The contracting parties agree that in case of termination of the employment contract by the Employer, the Employee is entitled to severance pay equal to the amount of 12 monthly salaries from Article V, paragraph 1 of this Agreement, paid in the month preceding the termination of the employment contract.
2. An Employee is not entitled to severance pay if his employment contract has been terminated due to serious violations of obligations from the employment relationship (termination of the employment contract due to hidden behavior of the employee or extraordinary termination of the employment contract)
3. The Company will calculate and pay the severance pay on the last day of the Employee's employment.

Article XIII
Exercising the right to participate in decision-making

1. The Employee will exercise the right to participate in decision-making in the same way as other employees of the Employer, in accordance with the provisions of the Labor Law and any internal rules of the Employer.

dokumente, nacрте, računalne datoteke ili digitalne medije ili druge materijale koji sadrže informacije (uključujući, bez ograničenja, povjerljive informacije) i/ili sve kopije ili izvatke istoga, koji se odnose na poslovanje Poslodavca i/ili njegovih klijenata, a koji su ostali u posjedu Radnika (na njegovom privatnom računalu, nekom drugom mediju ili ih na drugi način posjeduje).

Članak XII
Otpremnina

1. Ugovorne strane suglasno utvrđuju da u slučaju otkaza ugovora o radu od strane Poslodavca ili Radnika, Radnik ima pravo na otpremninu koja je jednaka svoti od 12 mjesečnih plaća iz članka V. stavak 1. ovog Ugovora, isplaćenih u mjesecu koji je prethodio otkazu ugovora o radu.
2. Radniku ne pripada pravo na otpremninu ako mu je Poslodavac otkazao ugovor o radu zbog teških povreda obveza iz radnog odnosa (otkaz ugovora o radu uvjetovan skrivljenim ponašanjem radnika ili izvanredni otkaz ugovora o radu).
3. Društvo će obračunati i isplatiti otpremninu s posljednjim danom radnog odnosa Radnika.

Članak XIII
Ostvarivanje prava na sudjelovanje u odlučivanju

1. Radnik će ostvarivati pravo na sudjelovanje u odlučivanju na jednak način kao i ostali radnici Poslodavca, u skladu sa odredbama Zakona o radu i možebitnog internog pravila Poslodavca.



**Article XIV
Organization of Labour**

1. The Employee, like all the Employer's workers, will be able to enter the Employer's business premises by assigning the appropriate keys and will participate in daily communication, especially daily and/or weekly courses between the Employer's workers, all using appropriate IT platforms, telephones, official e-mail -mail etc.
2. The Employee is obliged to ensure his availability to the Employer at a separate workplace for the duration of the Employer's daily working hours, determined in accordance with the Employer's Decision.
3. The availability referred to in paragraph 2 of this article will be achieved by telephone, official e-mail, or video link via computer.

**Article XV
Personal data of the Employee**

1. The Employee shall inform the Employer without any delay of the changes in his personal data disclosed to the Employer at the time of the signing of this Agreement.
2. The Employee expressly agrees that his personal data shall be collected, processed, transferred, recorded, stored, and used by the Employer, Guarantor for the purposes of (i) human resources management, salary, benefits and pensions administration; (ii) health administration and for the purposes of health insurance/benefits, (in) training and appraisal, including performance records and disciplinary records; (iv) equal opportunities monitoring; (v) any potential change of control of the Employer or affiliated company or any potential

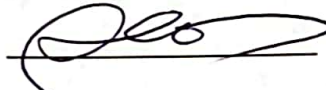


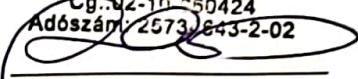
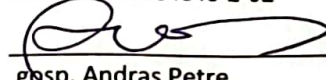
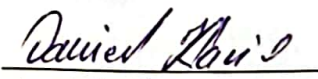
**Članak XIV
Organizacija rada**

1. Radniku će, kao i svim radnicima Poslodavca, biti omogućen ulazak u poslovne prostorije Poslodavca dodjelom odgovarajućih ključeva te će isti sudjelovati u svakodnevnoj komunikaciji, posebice dnevnim i/ili tjednim kolegijima između radnika Poslodavca, sve korištenjem odgovarajućih informatičkih platformi, telefona, službenog e-maila i slično.
2. Radnik je dužan osigurati svoju dostupnost Poslodavcu na izdvojenom mjestu rada za vrijeme trajanja dnevnog radnog vremena Poslodavca, određenog sukladno Odluci Poslodavca.
3. Dostupnost iz stavka 2. ovog članka će se ostvariti putem telefona, službene elektronske pošte, ili video-veze preko računala.

**Članak XV
Osobni podaci Radnika**

1. Radnik će bez odgode obavijestiti Poslodavca o promjeni svojih osobnih podataka koje je dao Poslodavcu u vrijeme potpisivanja ovog Ugovora.
2. Radnik ovime izričito pristaje da Poslodavac, i Jamac Platac, prikuplja, obrađuje, prenosi, snima, pohranjuje i koristi njegove osobne podatke za potrebe: (i) upravljanja ljudskim resursima, obračuna plaća, naknada i mirovinske administracije, (ii) zdravstvene administracije i za potrebe zdravstvenog osiguranja/naknada; (iii) osposobljavanja i procjene, uključujući evidencije o uspjehu i disciplinske evidencije; (iv) praćenja jednakih mogućnosti; (v) bilo kakve potencijalne promjene kontrole nad Poslodavcem ili povezanim društvom ili bilo kakvom potencijalnom prijenosu Radnikova zaposlenja prema Zakonu o radu. U takvim

<p>transfer of Employees employment under the Labor Act. In such circumstances, disclosure may include disclosure to the potential purchaser or investor and their advisors, (vi) promoting or marketing of the Employer and/or any affiliated company; (vii) compliance with applicable procedures, laws, and regulations; (viii) any other reasonable purposes in connection with Employees employment, about which shall be notified from time to time.</p> <p>3. The Employee is aware and accepts that in order to fulfil the purposes set out above, it may be necessary to pass its personal data (and sensitive personal data, as appropriate) to regulatory bodies, government agencies, and other third parties as required by law or for administration purposes- Also, the Employee is aware of the possibility to refuse or withdraw such consent in writing, in whole or in part, without being at a disadvantage.</p>	<p>okolnostima, otkrivanje može uključivati otkrivanje osobnih podataka mogućem kupcu ili investitoru i njihovim savjetnicima; (vi) promicanja ili marketinga Poslodavca i/ili bilo kojeg povezanog društva; (vii) poštivanja primjenjivih postupaka, zakona i pravila; (viii) bilo koje druge razumne svrhe u vezi s Radnikovim zaposlenjem, o čemu će biti obaviješten s vremena na vrijeme.</p> <p>3. Radnik je svjestan i prihvaća da, kako bi se ispunile gore navedene svrhe, možda će biti potrebno njegove osobne podatke (prema potrebi i osjetljive osobne podatke) proslijediti regulatornim tijelima, vladinim agencijama i drugim trećim stranama kako je to propisano zakonom ili za administrativne svrhe Također, Radnik je svjestan mogućnosti da odbije ili povuče takav pristanak u pisanom obliku, u cijelosti ili djelomično, bez da je u nepovoljnijem položaju zbog toga.</p>
<p style="text-align: center;">Article XVI Final Provisions</p> <p>1. This employment relationship shall be governed in accordance with Croatian law.</p> <p>2. The contractual parties signed this Contract after having read it and having established that it fully corresponds to their will and they undertake to treat its content as a business secret.</p> <p>3. The contracting parties agree that in the event of a dispute between them, the court in Zagreb will have jurisdiction with the application of Croatian s law.</p> <p>4. By signing this Contract, the Employee declares that he is familiar with the regulations on labor relations, organization and safety at work, the Company's fundamental bylaws as well as the rights and obligations under this Contract.</p>	<p style="text-align: center;">Članak XVI Završne odredbe</p> <p>1. Ovaj radni odnos uređen je sukladno hrvatskim pravnim propisima.</p> <p>2. Ugovorne strane potpisuju ovaj Ugovor nakon čitanja i utvrđenja da on u potpunosti odgovara njihovoj volji te se obvezuju tretirati njegov sadržaj kao poslovnu tajnu.</p> <p>3. Ugovorne strane suglasno utvrđuju da je u slučaju spora među istima nadležan sud u Zagrebu uz primjenu hrvatskog materijalnog prava.</p> <p>4. Potpisom ovog Ugovora Radnik izjavljuje da je upoznat s propisima o radnim odnosima, organizaciji i zaštiti na radu, temeljnim aktima Društva te pravima i obvezama iz ovog Ugovora.</p>

<p>5. This Contract shall enter into effect as of 01.05.2023..</p> <p>6. In the event of any conflicts in relation to provision interpretation, the English version shall be considered applicable.</p> <p>7. This Contract was drawn up in two original copies. One copy of this Contract shall be presented to the Employee, the other to the Employer.</p> <p>EU-SOLAR Nyrt. 7630 Pécs, Kocsz u. 127. Cg.:02-10-060424 Adószám: 25734643-2-02</p> <p>For COMPANY</p> <p>Signature: </p> <p>Name and last name: Andras Petre</p> <p>EU-SOLAR Nyrt. 7630 Pécs, Kocsz u. 127. Cg.:02-10-060424 Adószám: 25734643-2-02</p> <p>For GUARANTOR</p> <p>Signature: </p> <p>Name and last name: Andras Petre</p> <p>For EMPLOYEE</p> <p>Signature: </p> <p>Name and last name: Daniel Klarić</p>	<p>5. Ovaj Ugovor stupa na snagu 01.05.2023..</p> <p>6. U slučaju bilo kojeg sukoba u tumačenju odredbi, engleski verzija će se smatrati mjerodavnom.</p> <p>7. Ovaj Ugovor sačinjen je u dva originalna primjerka. Jedan primjerak Ugovora bit će uručen Radniku, a drugi Poslodavcu.</p> <p>EU-SOLAR Nyrt. 7630 Pécs, Kocsz u. 127. Cg.:02-10-060424 Adószám: 25734643-2-02</p> <p>Za DRUŠTVO</p> <p>Potpis: </p> <p>Ime i prezime: gosp. Andras Petre</p> <p>EU-SOLAR Nyrt. 7630 Pécs, Kocsz u. 127. Cg.:02-10-060424 Adószám: 25734643-2-02</p> <p>Za JAMCA PLACA</p> <p>Potpis: </p> <p>Ime i prezime: gosp. Andras Petre</p> <p>Za RADNIKA</p> <p>Potpis: </p> <p>Ime i prezime: Daniel Klarić</p>
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