

BY EMAIL

Brodosplit d.d.
Put Supavla 21
P.P. 517
21000 Split
Croatia

Micha Bühler
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Zurich, 3 June 2022

Engagement Letter

Dear Sirs,

Thank you for asking Walder Wyss Ltd. (Walder Wyss and also we and us) to assist Brodosplit d.d. (the Client and also you) in the following matter.

This engagement letter (Engagement Letter) shall, subject to your acceptance and signature, confirm our engagement and the terms on which we are instructed by you.

1. Scope of Engagement

You have asked us to advise and to represent the Client with regard to the court proceedings brought by Mach4Metal B.V. against the Client before the Zurich Commercial Court (HG210100), incl. in any ancillary or related proceedings in Switzerland.

2. Walder Wyss Professionals

Micha Bühler will be the relationship partner to the Client. He will be your main contact for all questions relating to this engagement.

He will be assisted by the following Walder Wyss professionals:

- Ivan Dunjic, Senior Associate
- Kerstin Arnesson, Associate

We will endeavour to keep the project team in this form for the entire duration of the mandate. If we deem appropriate, we may appoint other partners, counsel, lawyers, or assistants within Walder Wyss.

3. Instructions

During our engagement for the Client we will be instructed by the following persons (or such further persons designated by the following persons) in the course of the engagement:

- Tomislav Debeljak, President of the Board of Directors of Brodosplit d.d.
- Jerko Grgic, attorney-at-law at MAMIĆ GRGIĆ VINTER odvjetničko društvo d.o.o. (jerko.grgic@mamic-grgic.hr)

Instructions will be given in English or German.

4. Terms of Engagement

We will invoice our services on a time spent basis, depending on the experience and seniority of the involved professionals. Our standard hourly rates are as follows:

Position	Hourly rate (in CHF)
Partners and Counsel	520 up to 750
Managing Associates	480
Associates	340 up to 460
Paralegals/Trainees	220

The current hourly rates of the professionals principally engaged in this matter are:

Name/Position	Hourly rate (in CHF)
Micha Bühler, Partner in Charge	570
Ivan Dunjic, Senior Associate	440
Kerstin Arnesson, Associate	400

We kindly ask you to provide us with a retainer of CHF 15'000.00, immediately payable upon signing of this Engagement Letter by bank transfer to our following account:

Bank: Credit Suisse AG, PO Box, CH-8070 Zurich
SWIFT Code: CRESCHZZ80A, Clearing: 4835
Holder: Walder Wyss Ltd., Seefeldstrasse 123, 8034 Zurich
IBAN: CH13 0483 5062 4915 7100 0
Reference: Retainer / HG210100

Please note that our representation of the Client is contingent upon the receipt of the above-mentioned retainer on our indicated account. We are under no obligation to provide any legal services or representation of the Client prior to the receipt of the requested retainer.

All other aspects of our engagement are governed by our attached general terms and conditions (**General Terms and Conditions**, also available on the Walder Wyss website: www.walderwyss.com/files), which shall be deemed incorporated by reference to this Engagement Letter and shall form an integral part thereof.

5. Applicable Law and Dispute Resolution Clause

The legal relationship between the Client and Walder Wyss (including this engagement and the Engagement Letter, respectively) shall be governed in all respects by Swiss substantive law.

Any dispute arising out of, or in relation to, this legal relationship shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre. The number of arbitrators shall be one (1). The seat of the arbitration shall be Zurich, Switzerland.

Should you have questions regarding any aspect of this Engagement Letter, we are available to discuss them with you. Otherwise we trust that you will find the terms acceptable.

We ask you to return to us a counter-signed version of the Engagement Letter. In the meantime, your instructions or continued instructions of Walder Wyss will constitute your agreement with the terms of this Engagement Letter and our General Terms and Conditions.

We look forward to working with you.

Yours sincerely

Walder Wyss Ltd.

Micha Bühler

The Client agrees to the terms set forth in this Engagement Letter and Walder Wyss's General Terms and Conditions.

The Client:

Brodosplit d.d.

Put Supavla 21

P.P. 517

21000 Split

Croatia

Signature

Signature

Date

Name/position:

Name/position:

Annex:

General Terms and Conditions of Walder Wyss (version 7/2018)

4. Confidentiality and Disclosure

Walder Wyss is subject to professional secrecy obligations. Walder Wyss will treat any information obtained from the Client that is not in the public domain as confidential. Nevertheless, the Client agrees that Walder Wyss may disclose any relevant information in order to protect and/or defend itself in any actual or threatened legal, civil or regulatory proceedings or to enforce its claims against the Client as per Section 3.4 above, and may also disclose any relevant information in confidence to Walder Wyss' insurers, insurance brokers, auditors and advisers.

Walder Wyss may further be required to make certain disclosures to the appropriate authorities pursuant to applicable money-laundering, terrorism financing, or sanctions provisions. Such obligations may override Walder Wyss's professional secrecy obligations. If so, Walder Wyss will (where permissible and practicable) inform the Client of the request or requirement to disclose.

Walder Wyss may outsource legal services (in particular in relation to foreign law) and support services (such as translation, interpretation, etc.) on the basis that Walder Wyss's suppliers have agreed to confidentiality.

Unless specifically instructed otherwise Walder Wyss is permitted to communicate and exchange information with the Client's (or its affiliates') employees, consultants, corporate bodies for the purpose of providing Walder Wyss's services.

There may be occasions when Walder Wyss acts for, or is aware of information regarding other clients who may be in a similar business to the Client's or whom the Client may consider as competitors. Walder Wyss will be under no duty to disclose such information to the Client.

5. Conflicts/Relationships with other clients

Walder Wyss may not accept an engagement, or may have to cease to act for the Client under its statutory and professional rules if there is a conflict between Walder Wyss's duties to the Client and to other clients, or between Walder Wyss's interests and the Client's interests. The Client agrees to provide Walder Wyss at any time with the information required to conduct a conflict search. In addition, the Client agrees to promptly inform Walder Wyss if the Client becomes aware of any circumstances it considers a potential conflict.

The Client acknowledges that, by accepting an engagement, Walder Wyss does not grant exclusivity for the provision of legal advice in relation to a certain business or market.

Subject to statutory and professional rules, Walder Wyss may act for other clients in transactions, disputes or other matters in which the Client or any affiliated entity of the Client has an interest, provided that Walder Wyss does not thereby breach its duties to the Client.

6. Communication

Unless specifically instructed otherwise in writing, the Client agrees that Walder Wyss may use electronic means, without encryption, when Walder Wyss communicates with the Client or with third parties in respect of the Client's affairs. The Client acknowledges that communication by electronic means, e.g., by email, fax or internet-based applications is associated with risks, in particular the risk that third parties may gain knowledge, that the contents of such communication may be infected with computer viruses, manipulated or become corrupted, or that communication may be misdirected, delayed or not received. Walder Wyss shall not be liable for such risks.

Walder Wyss advises the Client to carry out its own virus checks on all its systems, data and communications.

7. Liability and Limitation

The Client agrees that its recourse for any damages is against Walder Wyss only. The Client hereby agrees that it will not bring any claim or proceedings and waives any claim against any employee, consultant, associate, partner or any other affiliate of Walder Wyss.

Any advice given by Walder Wyss is provided solely for the Client's use and benefit and may not be used or relied on for any other purpose or disclosed to any other person (excluding the Client's professional advisors on a "need-to-know-basis", who, however, may place no reliance on such advice) without Walder Wyss's prior written approval.

If Walder Wyss's role includes assisting the Client in coordinating the work of the Client's other advisers, Walder Wyss will not be responsible for the advice provided by them. It is the Client's responsibility to ensure that the advice from its other advisers is received and considered by the Client and is adequate for the Client's purposes.

Unless specifically agreed Walder Wyss is neither liable for any advice on foreign, i.e., non-Swiss, law, nor liable for any tax advice. Likewise, Walder Wyss is under no duty to update any advice given to the Client.

8. Complaints

The Client may address any complaints to the lawyer in charge. If that does not resolve the matter to the Client's satisfaction or if the Client has other concerns, the Client is invited to address such complaint in writing to any member of Walder Wyss's Management Board, which can be found on the Walder Wyss website www.walderwyss.com.

9. Termination

Both the Client and Walder Wyss have the right to unilaterally terminate the engagement and any power of attorney issued on the basis thereof at any time.

The Client will be responsible for any fees, expenses and disbursements incurred up to the date of termination, together with any fees, expenses and disbursements necessarily associated with Walder Wyss ceasing to act or the transfer of the work to another adviser of the Client's choice.

Walder Wyss shall retain the file for a period of ten years after termination of the engagement or completion of a matter. Thereafter, Walder Wyss may destroy the file without prior notice.

10. Governing Law and Dispute Resolution

The legal relationship between the Client and Walder Wyss shall be governed in all respects by substantive Swiss law.

Any dispute arising out of, or in relation to, this legal relationship shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre. The number of arbitrators shall be one (1). The seat of the arbitration shall be Zurich, Switzerland.