

**Obrazac 3.**

**FINANCIJSKA AGENCIJA**

OIB: 85821130368

Ul. Grada Vukovara 70

10 000 Zagreb

**FINANCIJSKA AGENCIJA**  
ODSJEK ZA PRIJEM, EVIDENTIRANJE  
I POHRANU OSNOVA ZA PLAĆANJE  
ZAGREB 2

14-11-2025

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POSTE

KLASA:

UR. BROJ:

Nadležni trgovački sud: Trgovački sud u Zagrebu, Stalna služba u Karlovcu

Poslovni broj spisa: St-2026/2025

**PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU**

**PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv: Comix Software GmbH

OIB: DE129316901

Adresa / sjedište: Wagnerstraße 8, 80802 Munich, Njemačka

**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv: SAEPEŠ PROJEKT d.o.o.

OIB: 16010081629

Adresa / sjedište:

Staro Čiče (Grad Velika Gorica)

Ulica Juraja Habdelića 128

**PODACI O TRAŽBINI:**

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

**Potraživanje po osnovi pozajmice**

**Iznos dospjele tražbine: 285.347,52 EUR**

Glavnica: 230.000,00 EUR

Kamate: 55.347,52 EUR (42.429,71 EUR – zatezne kamate na iznos glavnice + 12.917,81 EUR – ugovorne kamate)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka \_\_\_\_\_ (kn)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

Izvadak iz poslovnih knjiga, obračun kamata

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos \_\_\_\_\_ (kn)

Naziv ovršne isprave \_\_\_\_\_

**PODACI O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

---

Dio imovine na koji se odnosi razlučno pravo

---

Iznos tražbine \_\_\_\_\_ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje ODRIČEM / NE ODRIČEM

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

**PODACI O IZLUČNOM PRAVU:**

Pravna osnova izlučnog prava

---

Dio imovine na koji se odnosi izlučno pravo

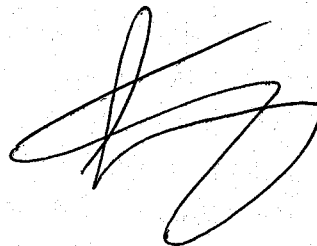
---

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

Mjesto i datum

Potpis vjerovnika

Zagreb, 6.11.2025.



# **Loan agreement**

Between

COMIX Software GmbH  
Wagnèrstraße 8, 80802 Munich, Germany  
Represented by the Managing Director, Mr. Peter Wartelsteiner

hereinafter referred to as "Lender"

and

Texo Poduhvati d.o.o.  
Ilica 1a, 10000 Zagreb, Croatia  
represented by its Director, Mr Tomislav Matic

hereinafter referred to as 'borrowers'

## **§ 1 Loan**

The lender grants the borrower a loan of 200,000.00 euros. The loan amount will be paid to the account of Texo Poduhvati d.o.o. held at Erste&Steiermarkische bank d.d. IBAN: 2924020061101045827. The loan is due for payment within three days.

## **§ 2 Interest**

The loan bears interest at 2.0% per year. Interest is payable quarterly to the lender by the third working day of the month following the expired calendar quarter.

## **§ 3 Securities**

The borrower does not provide any collateral for the lender.

## **§ 4 Repayment**

The borrower is obliged to repay the loan within 12 months from the day of disbursement. If the borrower leaves the company before he has repaid the loan, the loan, including the interest accrued up to that point, is due for repayment on the day of his departure.

## **§ 5 Termination**

After disbursement, the loan agreement can be terminated for the first time after six months by the borrower with a notice period of three months.

The lender is only entitled to terminate the contract if his financial circumstances deteriorate or threaten to deteriorate significantly and the loan repayment is thereby jeopardized.

The right to terminate for good cause in accordance with § 314 BGB remains unaffected.

The termination must be made in writing.

## § 6 Final provision

Changes and additions to this contract must be made in writing, unless a notarial form is to be observed. This also applies to the waiver of the written form requirement.

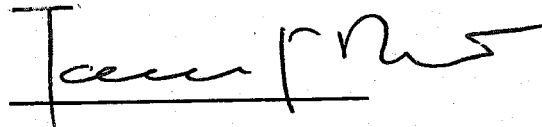
Munich, 7 December 2022

\_\_\_\_\_  
(place, date)

\_\_\_\_\_  
(Lender)

Zagreb, 7 December 2022

\_\_\_\_\_  
(place, date)

\_\_\_\_\_  


(Borrower)

TOMISLAV MATIĆ, DIRECTOR

TEXO PODUHVA TI D.O.O.

TEXO PODUHVA TI  
d.o.o.  
ZAGREB

## **Loan agreement**

Between

COMIX Software GmbH  
Wagnerstraße 8, 80802 Munich, Germany  
Represented by the Managing Director, Mr. Peter Wartelsteiner

hereinafter referred to as "Lender"

and

Texo Poduhvati d.o.o.  
Ilica 1a, 10000 Zagreb, Croatia  
represented by its Director, Mr Tomislav Matic

hereinafter referred to as 'borrowers'

### **§ 1 Loan**

The lender grants the borrower a loan of 30,000.00 euros. The loan amount will be paid to the account of Texo Poduhvati d.o.o. held at Erste&Steiermarkische bank d.d. IBAN: 2924020061101045827. The loan is due for payment within three days.

### **§ 2 Interest**

The loan bears interest at 2.0% per year. Interest is payable quarterly to the lender by the third working day of the month following the expired calendar quarter.

### **§ 3 Securities**

The borrower does not provide any collateral for the lender.

### **§ 4 Repayment**

The borrower is obliged to repay the loan within 12 months from the day of disbursement. If the borrower leaves the company before he has repaid the loan, the loan, including the interest accrued up to that point, is due for repayment on the day of his departure.

### **§ 5 Termination**

After disbursement, the loan agreement can be terminated for the first time after six months by the borrower with a notice period of three months.

The lender is only entitled to terminate the contract if his financial circumstances deteriorate or threaten to deteriorate significantly and the loan repayment is thereby jeopardized.

The right to terminate for good cause in accordance with § 314 BGB remains unaffected.

The termination must be made in writing.

## § 6 Final provision

Changes and additions to this contract must be made in writing, unless a notarial form is to be observed. This also applies to the waiver of the written form requirement.

Munich, 28 April 2023

\_\_\_\_\_  
(place, date)

\_\_\_\_\_  
(Lender)

Zagreb, 28 April 2023

\_\_\_\_\_  
(place, date)

\_\_\_\_\_  
(Borrower)

TOMISLAV MATIĆ  
DIRECTOR

TEXO PODUJATI D.O.O.

TEXO PODUJATI  
d.o.o.  
ZAGREB