FINANCIJSKA AGENCIJA
OIB: 85821130368
Ulica grada Vukovara 70, 10 000 Zagreb
(adresa nadležne jedinice)

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB 2
27 -05- 2022
PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA:
UR. BROJ:

Nadležni trgovački sud: Trgovački sud u Zagrebu
Poslovni broj spisa: St-1329/2022

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:
Ime i prezime / tvrtka ili naziv: Deloitte Savjetodavne Usluge d.o.o. poslovno savjetovanje
OIB: 69797026382
Adresa / sjedište:
Radnička cesta 80, Zagreb

PODACI O DUŽNIKU:
Ime i prezime / tvrtka ili naziv: DIV GRUPA d.o.o.
OIB: 33890755814
Adresa / sjedište:
Bobovica 10A, Samobor

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): Ugovor o preuzimanju angažmana – Usluge savjetovanja o dugu (Projekt „Bolt"), od dana 16 ožujka 2021. godine te Aneks 1. Ugovoru o preuzimanju angažmana potpisanom 16. ožujka 2021. godine, od dana 9. lipnja 2021. godine.
Iznos dospjele tražbine: 1.035.494,26 (kn)
Glavnica: 993.476,30 (kn)
Kamate: 42.017,96 (kn)
Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka: / (kn)
Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga): Izvod otvorenih stavki na dan 27.04.2022. godine, Račun 271/01/1, Račun 272/01/1, Račun 349/01/1, 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

ZAGREB, 25.05.2022.

Potpis vjerovnika

Krehić

KREHIĆ i partneri
Odvjetničko društvo d.o.o
Radnička cesta 80, Zagreb

KREHIĆ
& Partneri

KREHIĆ & PARTNERI
Odvjetničko društvo d.o.o.
T: + 385 (1) 23 51 985
E: office@kip-legal.hr

Deloitte Savjetodavne Usluge d.o.o. poslovno savjetovanje

društvo sa sjedištem u Radnička cesta 80, Zagreb, društvo upisano u sudski registar Trgovačkog suda u Zagrebu pod brojem (MBS) 080509041, (OIB) 69797026382 (dalje „**Opunomoćitelj**"),

ovlašćuje ovime sve odvjetnike odvjetničkog društva

Krehić i partneri Odvjetničko društvo d.o.o.

sa sjedištem u Zagrebu, Radnička cesta 80

a posebice pojedinačno i samostalno

Odvjetnika Ozrena Kobsu
Odvjetnicu Tarju Krehić
Odvjetnika Ivana Zornadu
Odvjetnicu Valeriju Cerovski

kao i sve tamo zaposlene odvjetničke vježbenike, a posebice

Jelenu Kraljević, Andru Mrljaka, Ivanu Mihaljević i Dina Kožula

(svaki pojedinačno dalje „**Opunomoćenik**"),

da zastupaju Opunomoćitelja kao vjerovnika u predstečajnom postupku nad dužnikom DIV GRUPA d.o.o., sa sjedištem u Bobovica 10A, Samobor, društvo upisano u sudski registar Trgovačkog suda u Zagrebu pod brojem (MBS) 080127368, (OIB) 33890755814, te poduzmu sljedeće radnje:

1) popune i predaju obrazac prijave tražbine vjerovnika u predstečajnom postupku, nadležnoj jedinici Financijske Agencije;

2) zastupaju Opunomoćitelja u predstečajnom postupku pred nadležnim Trgovačkim sudom u Zagrebu;

3) da primaju tužbe, presude, rješenja, zaključke, podneske druge strane kao i sve druge odluke te da podnose prijedloge, zahtjeve, molbe ili druge podneske, odnosno ostale pravne radnje u gore navedenoj pravnoj stvari;

4) da poduzmu sve druge radnje te daju sve druge izjave koje su potrebne i/ili korisne za provedbu radnji iz gore navedenih točaka.

KREHIĆ & PARTNERI
Odvjetničko društvo d.o.o.
T: + 385 (1) 23 51 985
E: office@kip-legal.hr

Opunomoćitelj se obvezuje da će priznati sve radnje koje je Opunomoćenik poduzeo u ime Opunomoćitelja za pravovaljane te na poziv i bez otezanja podmiriti sve njegove troškove i izdatke za izvršene usluge.

Opunomoćenik je oslobođen ograničenja u vezi sklapanja ugovora sa samim sobom i dvostrukog zastupanja.

Na ovu punomoć se primjenjuje hrvatsko pravo. Ova punomoć je sastavljena na hrvatskom te na engleskom jeziku. U slučaju sumnje, mjerodavna je verzija na hrvatskom jeziku.

* * * * * * *

Zagreb, 20.05.2022.

Deloitte Savjetodavne Usluge d.o.o. poslovno savjetovanje
društvo zastupano po

Dražen Nimčević, direktor

Deloitte Savjetodavne Usluge d.o.o. Zagreb

Deloitte.

STRICTLY PRIVATE AND CONFIDENTIAL

Deloitte Savjetodavne Usluge d.o.o.
ZagrebTower
Radnička cesta 80
10000 Zagreb
Croatia
OIB: 69797026382

Tel: +385 (0) 1 2351 900
Fax: +385 (0) 1 2351 999
www.deloitte.com/hr

Mr. Tomislav Debeljak
Chief Executive Officer
DIV Grupa d.o.o.
Bobovica 10A
10430 Samobor
OIB: 33890755814

16 March 2021

Dear Mr. Debeljak,

Engagement Letter - Debt advisory services (Project "Bolt")

1. INTRODUCTION

We, Deloitte Savjetodavne Usluge d.o.o. ("Deloitte"), are writing to set out the terms on which we offer to act for you, as your exclusive financial advisor, for the purpose of assiting you with proposed fund raising of EUR 30m for DIV Grupa d.o.o. (the "Client") and proposed fund raising of up to EUR 40m for Brodograđevna industrija Split d.d., (the "Client") both referred to hereafter as the "Transaction" and to set out all matters upon which we will give advice.

The terms are set out in this letter together with the enclosed "Standard Terms and Conditions" (the "Terms of Business") set out in Appendix 1. If not defined in this letter, terms or expressions which are capitalised have the meaning set out in the section headed "Definitions" in the Terms of Business.

It is our understanding that the Client is considering the fund raise of EUR 30m in order to to refinance portion of existing loans as well as for the general corporate purposes. Furthermore, the Client is seeking to leverage an experienced financial advisor, who should facilitate the debt raising effort and coordinate a competitive financing process in order to secure best terms available.

2. OUR SERVICES AND RESPONSIBILITIES

2.1 The Engagement Team

Deloitte intends to establish a project team which is dedicated to this engagement and which is managed and supported by our most experienced senior professionals. The Project Team will involve:

- Mr. Darko Stanisavić, Partner, Financial Advisory CE South (Engagement Partner)
- Mr. Luka Vesnaver, Partner, Financial Advisory CE South (Quality Assurance Partner)
- Mr. Ante Salopek, Manager, Financial Advisory CE South (Engagement Manager)
- Mr. Vjeran Buljan, Senior Associate, Financial Advisory CE South (Team Member)

The company was registered at Zagreb Commercial Court: MBS 080509041; paid-in initial capital: Kn 20,000.00; Board Members: Eric Daniel Olcott and Zlatko Bazlanec; Bank: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, bank account no. 2340009-1110172409; SWIFT Code: PBZGHR2X IBAN: HR43 2340009111017240 9.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited ("DTTL"), its global network of member firms, and their related entities (collectively, the "Deloitte organization"). DTTL (also referred to as "Deloitte Global") and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. DTTL does not provide services to clients. Please see www.deloitte.com/en/about to learn more.

© 2021. For information, contact Deloitte Croatia.

The team will also consist of various junior staff members and administrative support personnel as deemed necessary by Deloitte.

These people, together with the staff working on this engagement, comprise the Engagement Team.

2.2 Scope of our Services

The scope of our Services and our responsibilities are set out in the rest of this Article and in Clauses 2 and 4 of the Terms of Business.The Services provided are not binding on tax or other governmental or regulatory authorities or the courts and do not constitute a representation, warranty, or guarantee that tax or other governmental or regulatory authorities or the courts will concur with any of our conclusions.

Our work programme will be divided into a number of stages, some of which may run concurrently. These stages are as follows:

Stage 1 – Support in the preparation and distribution of the client's branded information pack to the potential lenders for both Div grupa d.o.o. and Brodograđevna industrija split d.o.o.

Stage 2 – Support in negotiations with the lenders alongside the client.

Stage 3 – Support in discussions with the lenders related to the agreements.

We are not responsible for carrying out due diligence on the Client or for providing specialist or technical advice (for example, on legal or taxation matters) or services which you have agreed to provide or procure or would usually provide or procure. For the avoidance of doubt any services provided by any other division of Deloitte (such as work to be carried out by our Tax, Audit or Reporting Accountants teams) shall be subject to a separate engagement letter/fee arrangement.

We are authorised by you to do anything which is reasonably necessary either to carry out our services pursuant to the engagement (including acting as your agent or through agents) or to comply with any applicable laws, rules, regulations, authorisations, consents or practice as may reasonably be appropriate or may be reasonably required from a financial advisor. You agree to ratify and confirm everything lawfully and reasonably done in the exercise of such discretion.

3. CLIENT'S RESPONSIBILITIES

3.1 Client's Responsibilities

In connection with the provision of the Services, we refer you to clauses 3 and 4 of the Terms of Business. These confirm your responsibility for the provision of information and decision-making in connection with the Services we are to provide.

Unless we agree otherwise, you are responsible for arranging for the provision to you of the services of other advisers including lawyers, reporting accountants, stockbrokers, tax advisers, valuers and consultants. We may require access to and may rely on any advice they may provide for which you and those advisers will be solely responsible. We will not be responsible for the work of such other professional advisers. If such services are required by you, you will consult with us regarding the appointment of these advisers. The fees of these advisers and any other third parties will be the responsibility of the Client.

4. CONFIDENTIALITY AGREEMENTS

In performing this engagement, it will be necessary for us to release certain information confidential to you e.g. the lenders pack to potential investors or lenders.

We will not release such information to any third parties until they have signed a confidentiality agreement in a form acceptable to you. The content of the agreement and the approval of any amendments proposed

by the third parties will be your responsibility. Deloitte does not provide legal advice, and we would therefore recommend that, if you have not already done so, you instruct lawyers to assist you with the drafting of the confidentiality arrangements and their agreement with third parties.

You will have sole responsibility for enforcement of any of the confidentiality arrangements.

5. FEES AND EXPENSES

Fees will be as follows:

Stage 1 A Fixed Fee of €30,000 payable as follows:

- 50% at signing of the Engagement Letter (15,000 EUR);
- 50% upon distribution of lenders pack to potential lenders (15,000 EUR);

Stage 2 Monthly retainer for support in due diligence discussions and negotiations with lenders of €8,000/month; due at the end of each month, following the distribution of lenders pack to the lenders, for maximum period of 5 months.

Stage 3 A Fixed Fees of €100,000 and €180,000 payable as follows:

- Fixed fee of €100,000, due and payable upon disbursement of the lenders' funds to Div grupa d.o.o. Fee will be payable if the financing raised exceeds at least €10,000,000.
- Fixed fee of €180,000, due and payable upon disbursement of the lenders' funds to Brodograđevna industrija Split d.o.o. Fee will be payable if the financing raised exceeds at least €10,000,000.

All fees are payable in local currency Croatian kuna (HRK) based on the exchange rate published by Croatian National Bank on date of the invoice.

The aforementioned fees exclude out-of-pocket expenses and costs incurred in direct relation to the provision of services, specifically travel, accommodation, and communication expenses which are to be charged in addition to the above presented fees. The aforementioned fees furthermore exclude expenses charged by third parties in relation to set-up and operation of a virtual data ro

Expenses and VAT will be added to these Fees as appropriate.

It should be noted that our Fees are structured to allow you to finance them largely from the funds raised.

If we withdraw from the Transaction, no Fee is applicable or whatever is appropriate.
In the event that you decide to withdraw from the Transaction before reaching the end of Phase 1, an "abort fee" equivalent to our time costs determined at our normal professional rates for corporate finance work will be charged from the date of commencement to the date you decide to withdraw.

Our Fees have been estimated assuming a relatively trouble-free and short run to completion (circa three to four months). If this proves not to be the case, our Fees may be increased accordingly based on our standard hourly rates.

6. STANDARD TERMS AND CONDITIONS

Client has read and irrevocably accepts the attached schedule of Standard Terms and Conditions contained in Appendix 1 which forms an integral part of this Engagement Letter. The Client expressly acknowledges and agrees with the provisions of Clauses 1.5, 4.6 second paragraph, 4.8, 6 and 8.2 of the Standard Terms and Conditions contained in Appendix 1 limiting the liability for damage. In case of discrepancies between the Standard Terms & Conditions and the terms of the Engagement Letter itself, the provisions of the Engagement Letter shall prevail.

7. OTHER SERVICES

Tax Advice

This engagement does not include the provision of tax advice. In due course, you may require assistance with advising on the tax implications of the transaction. The provision of such advice is likely to be complex and will be subject to the agreement of separate terms and fees between you and Deloitte's Tax department (on the basis that you decide to instruct our tax department to provide such advice).

Post Completion

We recognise that there are many issues that will arise in the period following completion which will require professional input. As your financial advisers we are looking to build a long term and ongoing professional relationship, so that we can help your business to grow successfully following the financing.

8. AGREEMENT TO THE TERMS

If, having considered the provisions of this Contract, you conclude that they are reasonable in the context of all the factors relating to the engagement and our proposed appointment and you wish to engage us on these terms, please confirm your written acceptance of this Contract by signing and returning the attached copy.

9. AUTHORISED SIGNATURE

Each of the Client signatories signing below warrants and represents that he/she is authorised to enter into this Engagement and that he/she is authorised (or has access to the persons authorised) to enter into the Transactions as described and contemplated by the Engagement for the purposes of completing any Transaction as contemplated herein.

10. TERMINATION

This Engagement Letter has been entered into by the parties on 16.03.2021. for an indefinite period of time. This Engagement Letter shall terminate only upon the occurrence of the earlier of the following:

a) completion of the Transaction; and/or

b) termination of this Engagement Letter by notice; each party may terminate this Engagement Letter by notice served on the other party with a notice period of *5 days* which shall start to run upon the receipt of the notice by the other party; or

c) By Client with immediate effect upon receipt by Deloitte of written notice of Client specifying an event of gross negligence of Deloitte in the performance of Deloitte's responsibilities as described hereunder which has previously been communicated to Deloitte and not corrected within a mutually agreed period of time (which can not be shorter than 15 days) by Deloitte; or

d) Deloitte may terminate this Contract, in whole or in part, with immediate effect upon written notice to the Client if Deloitte determines that (a) a governmental, regulatory, or professional entity, or other entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Deloitte's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its Affiliates being any company, partnership or other legal entity (other than a natural person) which from time to time directly or indirectly controls, is controlled by or is under the common control with, Client ("Affiliate") such that Deloitte's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules.

Subject to all payment obligations under Article 5 of this Engagement Letter having been fulfilled, all rights and obligations of the parties under this Engagement Letter shall cease to be effective upon the termination hereof, with the exception of the provisions hereof relating to indemnification, confidentiality, governing law and resolution of disputes which shall survive any termination of this Engagement Letter.

In the event that a Transaction is completed within 12 months of the date of termination of this Engagement Letter, then Deloitte shall be entitled to receive from the Client the Success Fees as provided for in Article 5 of this Engagement letter, unless the Engagement Letter was terminated by the Client pursuant to point c) above or by Deloitte.

11. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by, and interpreted and construed in accordance with Croatian law. The parties undertake to amicably settle all disputes (including claims for set off, claims related in any invoice or invoiced amount and counterclaims), disagreements or complaints arising from the realisation of this Contract before it is lodged with the court. In the case the parties cannot settle the disputes amicably, the dispute shall be settled by the courts in Croatia.

12. FINAL PROVISIONS

This Engagement Letter will be executed in English and the services will be delivered in the English Language.

This Engagement Letter constitutes the entire agreement between the parties with respect to the engagement and supersedes any previous agreements between the parties. Modification of this letter shall be possible only in the form of written amendments, numbered in ascending order, expressly referring to this Engagement Letter and signed by authorised representatives of the parties.

This Engagement Letter shall become valid and effective upon its signature by both parties and it shall be binding upon their legal successors as well.

This Engagement Letter has been executed in two (2) counterparts and each party shall receive one counterpart.

Yours faithfully,

Zlatko Bazianec
Director
Deloitte Savjetodavne Usluge d.o.o.

Deloitte Savjetodavne Usluge d.o.o.
Radnička cesta 80
10 000 Zagreb

On copy attached:

I hereby confirm that you are authorised to carry out this engagement in accordance with the terms set out above.

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
OIB: 83890755814

Signed: .....

Tomislav Debeljak, Chief Executive Officer

For and on behalf of DIV Grupa d.o.o.

Date: .....

Deloitte.

Appendix 1

STANDARD TERMS AND CONDITIONS

DEFINITIONS

"Addressees", "you"	The addressee(s) of the Engagement Letter (including the Client). If there are no Addressees other than the Client, references to the "Addressees" or "you" are to be read as references to the Client.
"Beneficiaries"	Those other persons (if any) who (a) we and the Addressees have agreed may have the benefit of and rely on the Services and Deliverables on the terms of the Contract and (b) to whom we have agreed to assume a duty of care in respect of the Services under written arrangements with them.
"Client"	The party or parties defined as the Client in Article 1 of the Engagement Letter. Where there is more than one such party, references to "Client" in these Terms of Business includes the plural where appropriate.
"Client Documents"	Documents to be prepared by you or by a combination of you and your advisers with our assistance, but where you retain sole responsibility for the document.
"Contract"	The Engagement Letter, any appendices, enclosures and the Terms of Business.
"Controller"	A controller or data controller (as defined in the Data Protection Legislation).
"Data Protection Legislation"	The following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679); and (c) any other similar national privacy law.
"Deliverables"	Outputs of your Project, which may include advice and assistance, Written Deliverables, Products or Client Documents, as specified in the Engagement Letter.
"Deloitte", "we"	Deloitte Savjetodavne Usluge d.o.o.
"DTTL Parties"	All entities (including Deloitte) that are members of the Deloitte Touche Tohmatsu Limited worldwide network ("DTTL") and each of their subsidiaries, predecessors, successors, assignees and subcontractors, and all partners, Client, members, owners, directors, employees and agents of all such entities.
"Engagement Letter"	The engagement letter which incorporates these terms.
"Expenses"	Out-of-pocket expenses which include travel costs, accomodation, subsistence, and goods and services purchased on the Client's behalf.
"Fees"	Our fees as defined under the Engagement Letter, plus VAT where applicable.
"Personal Data"	Any personal data (as defined in the Data Protection Legislation) processed as part of or in relation to the Services.
"Processor"	A data processor or processor (as defined in the Data Protection Legislation).
"Products"	Documents or other outputs prepared jointly by a combination of our personnel working together with your own and in which your personnel retain responsibility for the decisions and judgements underlying them.

The company was registered at Zagreb Commercial Court: MBS 080509041; paid-in initial capital: Kn 20,000.00; Board Members: Eric Daniel Olcott and Zlatko Bazianec; Bank: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, bank account no. 2340009-1110172409; SWIFT Code: PBZGHR2X IBAN: HR43 23400091110172409.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited ("DTTL"), its global network of member firms, and their related entities (collectively, the "Deloitte organization"). DTTL (also referred to as "Deloitte Global") and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. DTTL does not provide services to clients. Please see www.deloitte.com/en/about to learn more.

© 2021. For information, contact Deloitte Croatia.

"Recipient"	A natural or legal person, public authority, agency or another body, to which the personal data are disclosed (as further defined in the Data Protection Legislation).
"Services"	The corporate finance services, details of which are set out in the Engagement Letter and any appendices and enclosures.
"Terms of Business"	The terms of business set out in this Appendix.
"Transaction"	Where applicable, the transaction or proposed transaction described in the Introduction to the Engagement Letter.
"Written Deliverables"	A Deloitte-branded Deliverable in the form of a Deloitte report or letter.

1 THE CONTRACT BETWEEN US

1.1 The whole of the contract between the Addressees and Deloitte is described in the Contract. Nothing we discussed prior to your signature of the Engagement Letter induced, nor forms part of, the Contract (including but not limited to any confidentiality agreements which, if any, you agree are terminated hereby) unless it is specifically set out in this Contract. No-one is authorised to agree any variations in the Terms of Business or the Contract unless these variations are documented and agreed in writing between us.

1.2 If we have already started work (e.g. by gathering information, project planning or giving initial advice) then you agree that this Contract applies retrospectively from the start of our work.

1.3 The definitions set out in these Terms of Business, the Engagement Letter and any appendices or enclosures shall have the same meaning throughout this Contract. In circumstances where an occurrence is not covered by the Engagement Letter expressly, the Standard Terms & Conditions will apply. In case of discrepancies between these Standard Terms & Conditions and the terms of the Engagement Letter itself, the provisions of the Engagement Letter shall prevail.

1.4 If any provision of this Contract is determined to be illegal, void or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Contract but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

Contracting parties and assignment

1.5 This Contract is between you and Deloitte. You agree that your relationship is solely with Deloitte as the entity contracting with you to provide the Services. Notwithstanding the fact that certain Services under the Contract may be carried out by personnel provided to Deloitte from other DTTL Parties through service or other agreements, you agree that none of the DTTL Parties, including their partners, personnel or employees (including Deloitte partners, personnel or employees) (except Deloitte) will have any liability to you and that you will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DTTL Parties, including their partners, personnel or employees (including Deloitte partners, personnel or employees) (except Deloitte) or any subcontractors that we may use to provide the Services. The foregoing exclusion does not apply to any liability, claim or proceeding founded on an allegation of fraud or other liability that cannot be excluded under Applicable law.

1.6 This Contract does not make either of us an agent, distributor, employer, partner, fiduciary, joint venturer, co-owner or representative of the other except as specifically stated in the Engagement Letter. Each party is an independent contractor. Further, this Contract does not make either of us a legal representative or fiduciary of the other, nor does it create a partnership or joint venture.

1.7 Neither of us may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, save that we may assign the benefit of this Contract to any of the DTTL Parties (other than a subcontractor that is not a member of DTTL), including any successor to our business. Deloitte may subcontract any Services under this Contract to any other DTTL Party and/or any other third party.

Third party rights

1.8 No person who is not a party to this Contract other than the DTTL Parties and our subcontractors, if any, shall have any rights to enforce any of its terms.

1.9 This Contract can be varied without any third party's consent.

2 OUR SERVICES AND RESPONSIBILITIES TO YOU

2.1 The scope of the Services and any Deliverables to be provided under this Contract together with our responsibilities for them are as described in the Engagement Letter. We will use all reasonable efforts to supply the Services in accordance with any timetable referred to in the Engagement Letter or otherwise specified by the parties. However, unless specifically agreed otherwise in writing between you and Deloitte, all dates given by

Deloitte or specified by you for the supply of the Services are intended for planning and estimating purposes only and are not contractually binding.

Engagement Team

2.2 It is the intention of Deloitte that the persons assigned to the engagement should continue with the engagement until it terminates. Nevertheless, if needed, Deloitte reserves the right to change individual team members but will inform the Client, in a timely manner, of such changes and will only substitute current team members with other professionals of similar level of professional and technical experience.

Reliance on information provided and decisions and approvals

2.3 You agree that we shall be entitled to rely on all information provided to us and on your decisions and approvals in connection with our Services and to assume that all such information provided to us from whatever sources is true, complete and not misleading and that its provision to us is authorised. We will not be responsible for the consequences of any information provided to us in the course of the Services not being authorised, complete, accurate or current.

Spreadsheet & Computer Modelling

2.4 In the course of providing the Services, we may make reference to spreadsheets and or computer models (together "models") that you may provide to us or ask us to rely upon ("Your Models") or that we may have developed or used in connection with the Services ("Our Models"). All models have limits and may not produce valid results for all possible combinations of input data; errors and potential errors may thus go unnoticed. Unless otherwise expressly agreed in the Engagement Letter:

a) we will not be responsible for reviewing, testing or detecting any errors in any of Your Models and

b) we will not provide you with a copy of any of Our Models for your use.

In some cases it may be expedient for us to provide you for your convenience with a copy of one or more of Our Models by way of explanation or illustration of our Services or related advice. Where we agree to do so, any such model will have been developed solely for our internal use and incidental to our providing the Services and advice during the engagement rather than being a Deliverable of itself. Consequently, without in anyway qualifying the Services and Deliverables pursuant to this engagement, in providing you with any of Our Models, we make no representation, warranty or undertaking (express or implied) in relation to and take no responsibility for the accuracy, suitability, adequacy, completeness or reasonableness of any of our Models for your own use. Prior to manipulating or placing any reliance on any models - Our Models or Your Models - you are advised to carry out appropriate checks upon them.

Personal Data Protection

2.5 Information on personal data processing:

The parties acknowledge that the Personal Data provided by the Client or its staff members and representatives will be processed by Deloitte as a Controller, for the purpose of, or in connection with:

(i) the provision of the Services; (ii) compliance with the applicable legal, regulatory or professional requirements; (iii) addressing requests and communications from competent authorities; (iv) Contract administration, financial accounting, internal compliance and risk analysis, and client relationship purposes; (v) utilization of systems and applications (hosted or internal) for information technology and information system services (the "**Purposes**").

The Personal Data may include data regarding the Client's representatives, personnel, project team members, suppliers and contractors, as well as the Personal Data included in the information obtained by Deloitte in relation to the Contract.

For the Purposes indicated above, the Personal Data may be disclosed/transferred to and processed by the Recipients of Personal Data (including the Personal Data Controllers and Personal Data Processors) as indicated in the applicable Deloitte Privacy Statement. The transfers of Personal Data may include transfers outside of the European Economic Area (EEA) but only provided that the legal obligations as stipulated by the Data Protection Legislation for such transfers are fulfilled.

2.6 Clause 2.5 is a summary of the applicable Deloitte privacy statement (the "**Privacy Statement**") and is not a complete reflection of the Privacy Statement, which is available at https://www2.deloitte.com/ce/en/pages/about-deloitte/articles/deloitte-ce-privacy-statement-for-clients.html. To the extent that it does not involve a

disproportionate effort, the Client shall ensure that the Privacy Statement is brought to the attention of data subjects (its relevant staff members, representatives, contractors and clients).

2.7 Data Retention: The engagement documentation, including the Personal Data shall be retained for a period of 10 years following the expiration of the contractual relationship or as required by the relevant anti-money laundering regulations or any other applicable laws and regulations.

2.8 Each party shall comply with the Data Protection Legislation when processing Personal Data. The Client confirms that all the Personal Data provided to Deloitte has been collected lawfully, fairly and in a transparent manner.

3 YOUR RESPONSIBILITIES

3.1 You are responsible for determining that the scope of the Services is appropriate for your needs.

3.2 Our performance of the Services, the timetable and the level of our Fees and Expenses each depend on the accuracy and completeness of any assumptions set out in the Engagement Letter. You agree to tell us if you believe any of these assumptions are unrealistic for any reason.

3.3 You will be responsible for ensuring that your staff involved with this Contract has the appropriate skills and experience. If any of your staff fail to perform as required, you will provide additional or replacement staff as we may reasonably request.

3.4 You will give us all the information that is necessary for the performance of the Services. In this context, you agree we shall not be treated as being on notice of (1) information given to us in the course of previous engagements or (2) information posted on an internal or external web site or other electronic data sharing forum, and so all information that is relevant to the Services must be given directly to the engagement team even if the same information has been given to us previously in the course of a different contract or engagement or is available on a web site or other electronic data sharing forum to which we have access. Please note that, other than as set out in the Engagement Letter, we will not audit or otherwise test or verify the information provided to us in the course of the Services.

3.5 Where you supply information or documentation to us, if it is for publication to third parties or for use by us in verifying matter for publication to third parties or is or may be material in the context of any transaction or matter connected with the engagement, you agree that such information (including statements of opinion) and documents supplied by you or on your behalf when taken as a whole and each statement of fact therein will be true, accurate, complete and not misleading, that every statement of opinion, intention or expectation therein will be honestly held and fairly based and that there will be no material facts not disclosed therein which by their omission make any statement therein misleading and that you will inform us of any circumstances which may alter the position or if you subsequently learn that this is not so. In any such case you will take all such steps as we reasonably require to correct any statement or publication.

3.6 Where needed to assist us in performing the Services, the Client will (i) take decisions and obtain management approvals promptly; (ii) give us full and prompt access to its people and premises and those of its affiliates and to its other advisers associated with the engagement, together with all necessary administrative support; (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties, our personnel and any subcontractors). The Client agrees that it remains solely responsible for managing all aspects of its business, for taking all decisions and operating all accounting, internal control or management information systems.

3.7 You will keep us promptly informed of any proposals, developments or other matters or issues of which you are aware and which in your view are material to the Services or the Transaction.

3.8 You shall be solely responsible for, among other things (a) making all management judgements and decisions, and assuming all management responsibilities, (b) designating an individual, preferably within senior management, to be responsible for the Client's decisions and to oversee the Services, (c) providing oversight of the Services and evaluating the adequacy and results of the Services, (d) accepting responsibility for the actions, if any, to be taken arising from the results of the Services.

3.9 Where you are using third parties to provide information, materials or other assistance in support of the Services, or you are employing other suppliers whose work may affect our ability to deliver the Services, you will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.

3.10 You acknowledge and agree that our performance of the Services is dependent on the timely and effective completion of your own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by you. We are entitled to rely and act on your decisions and approvals relating to the Services and the Transaction.

3.11 The Client will also be responsible for paying our Fees and Expenses in accordance with this Contract.

Legal and other specialist advice

3.12 Our Services may be conducted alongside your legal or other advisers, acting separately for you. To the extent they relate to our performance of the Services, we may need to review sections of draft agreements prepared by your legal or other advisers but we are not qualified to provide legal or other specialist advice. Any agreement is the product of negotiation between its parties and you agree that it is your responsibility to obtain appropriate legal or other specialist advice and to decide whether in all the circumstances you are prepared to accept any proposed agreement.

Publicity

3.13 The appointment of Deloitte under this Contract is a private engagement. Any advice given is confidential to the Addressees and to any other person to whom we consider it appropriate to show it. You undertake that you will not, and will ensure that none of your associates (being your i) officers, directors, employees, representatives and agents; and ii) subsidiaries, holding companies (if any) and each of the subsidiaries of such holding companies and each of their respective officers, directors, employees, representatives and agents from time to time) or any persons acting in concert with you will, take any material step or action in relation to, or publish or procure or solicit the publication of, any document, statement or communication to anyone (including your shareholders) in connection with any transaction or matter connected with the engagement without our prior written consent. If for any reason any such document, statement or communication is made without our consent, you acknowledge that we shall be entitled to publish any documents, statements or communications as we think fit in our interest without liability.

4 RESPONSIBILITIES TO EACH OTHER

Confidentiality

4.1 We each agree that where either of us is in possession of information about the other that is by its nature confidential, or is designated as such by the other (whether in writing or orally), including this Contract and any information related to or created during the engagement, whether prior to the execution of this Contract or afterwards during the effectiveness of the Contract ("Confidential Information"), we each undertake to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Services or for purpose of support either Party's office administration; and (iii) not to disclose it to any other person without the other's prior written consent. These undertakings will not apply to any information that otherwise becomes generally publicly available, was possessed prior to the commencement of the Services (or prior to being designated as Confidential Information), or is lawfully acquired from a third party who is under no obligation of confidence or information which is or has been independently developed by the recipient. The Engagement Team will not disclose to any other individuals within Deloitte engaged on work for any other potential client any confidential information relating to the subject matter of the engagement without the relevant Addressee's consent.

4.2 We each will be entitled to disclose Confidential Information (i) to our legal advisers, to protect our own legitimate interests and (ii) to comply with any applicable legal, professional or regulatory requirement. The Client agrees to reimburse any costs we may incur in complying with any such disclosure requirement relating to any of our Services imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against us, provided that we notify the Client promptly and, where reasonably or legally possible, prior to disclosure.

4.3 You agree that we may share Confidential Information with any subcontractors and service suppliers we use to provide the Services and with any DTTL Party to provide the Services or more generally to support our office administration on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Contract. Nothing in this Contract will prevent or restrict us from using or sharing internally or with other DTTL Parties for any purpose any knowledge, experience and skills of general application used in, gained or arising from performing the Services, subject to appropriate safeguards to preserve client confidentiality.

4.4 Unless otherwise specifically agreed in the Engagement Letter, the DTTL Parties are authorised by the Client to speak to or meet with any other person whom they may need to contact to perform the engagement or who the Client requests the DTTL Parties to contact. The DTTL Parties may release to them for the purpose of the engagement any information, whether confidential or not, which they have obtained during the course of the engagement and shall not be liable for any use subsequently made of that information.

4.5 In respect to deals which are completed, the Client allows Deloitte to refer to the services executed for the Client in future proposals, reference letters and similar documents and in doing so, to use his name, logo and describe the project in general.

4.6 Where the engagement relates to a transaction or proposed transaction, you accept and agree that Deloitte and/or any other DTTL Party may have provided, may be providing, or may in the future provide other services including, but not limited to, due diligence, assurance, or tax advisory services (but excluding corporate finance advisory services) in connection with the Transaction or a related transaction, to other parties including (but not limited to) competing bidders, the vendor, the target, or any other party interested in the Transaction (on either side). Such other parties (who may include existing or future clients of Deloitte or of a DTTL Party) may, and indeed are likely to, have interests that compete and/or are in conflict with your own.

You agree that the team providing the Services will not be provided with, and will not disclose to you or use for your benefit, any information that other teams from Deloitte or from a DTTL Party have obtained in the course of providing services to other parties in relation to this Transaction or a related transaction which is subject to an obligation of confidentiality owed to those or third parties, even though such information may be, and indeed is likely to be, relevant to the Services. You agree that you will not bring any claim against Deloitte or any DTTL Party, and that we and they shall not be liable for any losses, arising out of or in any way connected with our or their provision of services to other parties, as permitted by this clause, or the non-disclosure to you of information obtained in the course of providing such services.

Nothing in this clause overrides our obligations to comply with the applicable professional standards or our obligations of confidentiality as set out in clause 4.1.

Nothing in this Contract will prevent or restrict any DTTL Party, including Deloitte, from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience or skills used in, gained or arising from performing the Services (subject to the obligations of confidentiality set out herein even if those other clients' interests are in competition with the Client.

Conflicts of interest

4.7 It is our practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. DTTL Parties provide many different professional services to clients and we cannot be certain that we will identify all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become, aware.

Electronic communications

4.8 We each agree that we may communicate with each other by e-mail (including the internet). You further acknowledge that in order for our personnel to operate effectively and efficiently from your premises they may require access to your networks, for example, to enable access to our applications and systems. We each recognise that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses. Similar hazards apply where we access our systems via your networks. We each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and

neither of us will be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in anyway arising from the use of e-mail (including the internet) as a form of communication or from our personnel connecting to or accessing your network. The exclusion of liability in this clause shall not apply to any liability which arises out of the negligent incorrect addressing of any electronic communication.

Intellectual property

4.9 The copyright, patent and other intellectual property rights (hereinafter referred to as the "Rights") directly or indirectly related to the Services shall vest in Deloitte. No title or proprietary rights related to the Services are or will be transferred to the Client. Deloitte does not agree to any terms that may be construed as precluding or limiting in any way its right to develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables, subject to the confidentiality obligations set forth herein.

4.10 Deloitte grants the Client a nonexclusive, non-transferable, fully paid, whereas royalty (license fee) is included in the Fee agreed in the Engagement Letter, license to use all material provided to the Client or otherwise generated in the course of carrying the Services pursuant to the specific terms of this Contract and in particular the terms specified under clause 5 of this Appendix.

4.11 The Client shall keep confidential any methodologies and technology used by Deloitte to carry out the Services.

4.12 Notwithstanding anything to the contrary in the Contract, the Client acknowledges that Deloitte and its subcontractors, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas that are retained in the memory of their personnel. The Client agrees that any DTTL Party may use and disclose such general experience, skills, knowledge and ideas without restriction.

4.13. The Client shall also be entitled to have access to and use of those Deloitte Technologies supplied solely for the purposes of receiving the Services and for no other purposes in accordance with and subject to agreement by the Client with the provisions of the licenses applicable to such Deloitte Technologies as notified by Deloitte. Deloitte will own and retain ownership of all intellectual property rights and other proprietary rights of any kind in the Deloitte Technologies that are used or developed in connection with this Contract.

4.14 "Deloitte Technologies" means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes, and technologies, including web-based technologies and algorithms owned by, licensed to or developed by any DTTL Party and used by Deloitte and its Subcontractors in performing the Services or other obligations.

5 DELIVERABLES

Drafts and oral discussions

5.1 In formulating our conclusions, we may discuss ideas with you orally or show you drafts of the Products or Written Deliverables (as specified in the Engagement Letter) for your comment. We do this on the basis that you will not rely on any drafts or oral comments or advice unless their content is finalised and confirmed to you in writing in the final Products or Written Deliverables. Accordingly, we will not be responsible if you choose to act, or refrain from acting, on the basis of any drafts or oral comments or advice. If you want to rely or act on oral comments, or advice, please let us know in order that we may deal with them in our final Written Deliverables. Furthermore, for your convenience, the Written Deliverables may be made available to you in draft or in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy, the signed hard copy of the final Written Deliverable is definitive.

5.2 Unless the Engagement Letter specifies other arrangements, you agree that each Product or Deliverable will be deemed accepted by you (and our Services, or the relevant part of them, completed) when it is in its final form or when you first make use of the Product or Deliverable, whichever first occurs.

Use of Deliverables

5.3 The Written Deliverables and any other advice and recommendations we provide to you are for your exclusive use and must be used solely for the purpose described in the Engagement Letter. They must not be used for any

other purpose, recited or referred to in any document, copied or made available (in whole or in part) to any other person without our prior written express consent.

Use of Products and Client Documents

5.4 You may disclose (but not sell, license or otherwise purport to transfer any rights in) the Products and Client Documents (including any amendments or modifications thereto) prepared and delivered to you pursuant to this Contract, provided that you shall in no way associate Deloitte or its personnel (or any of the DTTL Parties) with any such disclosed Product or any portion or derivative thereof, including, but not limited to use of Deloitte's name, marks, logos and/or branding without our express written consent. We may distribute Client Documents on your behalf, in carrying out the Services.

5.5 Save as expressly provided by the Engagement Letter, no person other than you may rely on the Written Deliverables, Products and/or information derived from them and we accept no responsibility to any other person to whom the Written Deliverables or Products are shown or into whose hands they may come.

Post date events

5.6 We have no responsibility to update any Deliverable for events occurring after completion of this Contract (which, unless provided otherwise in the Engagement Letter, will be the date on which the final Written Deliverable or Product is delivered or signed and, for other Deliverables, completion of the Transaction), nor to monitor its continuing relevance or suitability for your purposes.

Notification and disclosure

5.7 Deloitte may be obliged to notify relevant authorities of certain types of arrangements and of proposals to implement such arrangements. The decision to make such a notification, its timing and content, is a matter that Deloitte reserves entirely to its sole discretion. However, Deloitte may inform the Client if Deloitte proposes to make, or has made, any such notification that Deloitte believes may be relevant to the Services. Deloitte may also be obliged to notify those authorities of the participants in those arrangements. The Client may also have obligations under the same legislation to give notification of such arrangements. Where there are other current or future laws or regulations in any jurisdiction that require disclosure relevant to Deloitte's Services, Deloitte will also comply with those disclosure requirements. For the avoidance of doubt, nothing in this Contract restricts any party to this Contract from disclosing any Deliverables (or drafts thereof) to any relevant taxation or other public authority provided the party is obliged to disclose such Deliverables (or drafts thereof) due to applicable legislation, ruling or decision of the respective taxation or other public authority.

6 LIABILITY PROVISIONS

6.1 We will perform the Services with reasonable skill and reasonable care.

6.2 Each party shall be responsible for damages caused to the other party by breach of its obligations arising out of this Engagement Letter in accordance with the applicable legal provisions. Deloitte remains responsible to the Client for all of the Services performed or to be performed under this Contract, including Services performed by DTTL Parties. Accordingly, to the fullest extent possible under applicable law, a) none of the DTTL Parties (except Deloitte) will have any liability to the Beneficiaries; b) the Client will not bring, any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DTTL Party (except Deloitte); and c) the Client will also ensure that no other member of the client group which is not a party to the Contract brings any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DTTL Parties. Neither any individual partner nor any employee shall assume any responsibility (including responsibility in any personal capacity) for the Services provided under this Contract. The Client agrees that it will not bring any claim against any of the Deloitte individual partners and employees as Deloitte remains responsible and liable to the Client for the acts or omissions in relation to the Services provided under the terms of this Contract.

6.3 Notwithstanding clause 6.2 above, Deloitte (including its agents) shall be liable to you under this Engagement Letter only for willful misconduct, tort and gross negligence, whereas such liability shall be just, equitable and proportionate to Deloitte's share of fault. The maximum aggregate amount of damages that Deloitte may become obliged to pay you for all breaches of this Engagement Letter, except for breaches due to willful misconduct, shall not exceed the Fees actually received by Deloitte hereunder. The parties expressly acknowledge and agree that they consider such allocation of risk for breaches of this Engagement Letter as provided for in the previous sentence of this clause as appropriate and corresponding to the nature of obligations of Deloitte under this Engagement Letter.

6.3.1 We will not be liable for any losses or damages arising out of your use of our Deliverables or our advice for a purpose other than as set out in the Engagement Letter.

6.3.2 Deloitte shall incur no liability for damages to you if the damages arose due to the provision of false, misleading or incomplete information or documentation to Deloitte or due to the acts or omissions of any person other than Deloitte or DTTL Parties, except where, on the basis of the enquiries normally undertaken by advisers in the circumstances of the scope of the Services and having regard to the fact that Deloitte is not undertaking verification work, it would have been reasonable for Deloitte to discover that the information was false, misleading or incomplete.

6.3.4 Unless prohibited by mandatory laws, our total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise to you and to Beneficiaries, for any and all Losses arising from or in any way in connection with this Contract and this Transaction, shall not exceed the Fees actually received by Deloitte hereunder.

6.3.5 Where there is more than one Beneficiary of the Services, the limitation in this clause 6.2 on our total liability to all Beneficiaries shall be apportioned by and amongst them. No Beneficiary shall dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount so apportioned to any Beneficiary is unreasonably low.

6.3.6 In no event shall we be liable to you, whether in contract, statute, tort (including, without limitation, negligence) or otherwise for (i) loss or damage incurred as a result of third party claims; (ii) loss of profit, goodwill, business opportunity or anticipated savings, loss of or corruption to data, loss of revenues or wasted management or staff time; or (iii) incidental, special, punitive, exemplary, indirect or consequential loss or damage; (together, "Excluded Losses") which you may suffer, howsoever caused and whether or not you or we knew, or ought to have known, that the Excluded Losses would be likely to be suffered.

6.4 Deloitte neither owes nor accepts any duty to any person other than you. No DTTL Party shall be liable for any Losses suffered by any other person caused by that or any other person's use of or reliance on our Deliverables or our advice and recommendations.

6.5 Nothing in this Contract shall exclude, restrict (or prevent a claim being brought in respect of) any liability arising from fraud or other liabilities which cannot lawfully be limited or excluded. If the liability exclusion for the other DTTL Party contained in clauses 1.5 and 6.2 above is for any reason not effective, then the limitations on liability provided for in this clause shall apply to the other DTTL Parties as if they were named therein.

6.6 In respect of any recommendations or advice provided to you by Deloitte hereunder, Deloitte shall not be responsible for the manner in which such recommendation or advice has actually been used by you, unless this manner was part of the recommendation or advice. Deloitte will not be liable in respect of any decisions made by you as a result of the performance by Deloitte of its Services hereunder.

6.7 Unless and then only to the extent they have been finally and judicially determined (including the conclusion of any appeal) to have been caused by the fraud, gross negligence and wilful misconduct of any of the DTTL Parties, you agree to indemnify and hold harmless the DTTL Parties against all losses or damages which they incur in the defence and settlement (including meeting any judicially determined award of damages) of any demand, action, claim or proceeding (a "Claim") brought by any third party in any way arising in connection with this Contract whether or not such Claim is founded upon an allegation of our negligence.

6.8 No action, regardless of form, relating to the Contract or the Services, may be brought by either party more than two years after the cause of action has accrued under applicable law, unless a mandatory period applies which by the governing law of the Contract cannot be limited.

7 FEES AND EXPENSES

7.1 Any and all amounts payable by the Client under this Engagement shall be paid by wire transfer on the basis of invoices issued by Deloitte at the moment agreed in the Engagement Letter or after the Services and/or Deliverables are accepted at the latest, to the account indicated on such invoice, and payable upon presentation or on the due date as provided for herein. All invoices issued by Deloitte shall have the form of a tax document.

7.2 Expenses are charged at cost. Such expenses may include travel expenses, accommodation, per diem allowances, expenses incurred by the provision of information required by law, by court judgement/order or by requirement of regulatory authorities or expenses arising from the making of any document for the disclosure to third parties on your request and any other incidents leading to expenses after the Services being provided.

7.3 All Fees and Expenses provided for under this Engagement Letter shall be paid in full, free and clear of any deductions or withholding for, or on account of, any taxes, levies, duties or charges of any nature, which shall be for the account of the payer. The Fees set out here-above are stated exclusive of Value Added Tax and the Value Added Tax applicable at the invoice date will be added to the invoiced amount. Where Deloitte is required to pay such value added tax or other tax or government charge, the Client will indemnify and reimburse Deloitte fully for such amount.

7.4 Any estimate of the Fees involved in the Services will be based upon our assessment of the work involved, taking account of any assumptions set out in the Engagement Letter. Unless we have agreed otherwise in the Engagement Letter (or in a separate fee letter referred to in the Engagement letter), our Fees may be adjusted if the Services prove more complex or time consuming than expected. We will let you know when we consider any estimate is likely to be exceeded.

7.5 A fee estimate assumes that we will have full and prompt access at all reasonable times to your premises, directors, staff and any advisers relevant to the Services. It also assumes that you will provide reasonable work space for our people without charge, as well as a suitable office environment and facilities including occasional secretarial support services, photocopying and computer facilities and access to telephone, fax and modem communications.

7.6 Unless otherwise specified in the Engagement Letter (or in a separate fee letter referred to in the Engagement letter), we will invoice our Fees monthly in arrears and a final invoice on completion of the Services. These invoices are due for settlement within 14 days of inovice being issued as specified on the invoice itself. In case there is any dispute over the invoiced amount, the undisputed amount shall be paid by you. You agree that we are entitled to charge you interest on overdue amounts, incl. expenses at 10% per annum. In the event that Deloitte incurs any collection or legal costs with regard to overdue fees these costs shall be charged to the Client in an additional invoice. Without limiting its other rights or remedies, Deloitte shall have the right to suspend or terminate the Services entirely or in part if payment is not received within thirty (30) days of the invoice date.

7.7 Unless otherwise specified in the Engagement letter (or in a separate fee letter referred to in the Engagement letter), we will be entitled to receive all Fees and Expenses arising up to the date of termination of this Contract for any reason.

8 GENERAL TERMS OF BUSINESS

Quality of Service

8.1 If, at any time, you believe our service to you could be improved, or if you are dissatisfied with any aspect of our services you should raise the matter with the partner responsible for providing the Services to you. This is a services agreement. Deloitte warrants that it shall perform the Services in good faith and with due professional care and skill. To the fullest extent permitted by law, Deloitte disclaims all other warranties, either express or implied.

Force majeure

8.2 Neither party shall be liable for any delay in meeting or for failure to meet its obligations under the Engagement Letter due to any cause outside its reasonable control, including (without limitation), war, riot, malicious acts of damage, fire, acts of any government or public authority, failure of the public electricity supply, failure or delay on the part of any sub-contractors beyond its reasonable control or the unavailability of materials.

8.3 If either party is prevented from meeting its obligations due to any of the previously mentioned causes, it shall notify the other party of the circumstances and the other party shall, if possible, grant a reasonable extension for the performance of the Engagement Letter. If the circumstances of force majeure last for more than 3 months, either party may terminate the Contract.

Severability

8.4 If any provision of this Engagement Letter is found by any competent authority to be invalid, ineffective or unenforceable, such provision shall be deemed to be deleted from this Engagement Letter and the remaining provisions of this letter shall continue in full force and effect, provided that the nature of the relevant provision or its content, or the circumstances under which this provision has been entered into, does not imply that this provision may not be separated from the remaining provisions of this Engagement Letter. In such an event, the parties shall execute amendments to this Engagement Letter necessary in order to achieve the same or, if not possible, the closest possible effect to the effect of the respective invalid, ineffective or unenforceable provision.

Deloitte.

MAKING AN IMPACT THAT MATTERS since

STRICTLY PRIVATE AND CONFIDENTIAL

Deloitte Savjetodavne Usluge d.o.o. with headquarters in Zagreb, Radnička cesta 80, represented by mr. Zlatko Bazianec, director, VAT number: 69797026383 (hereinafter: „**Deloitte**" or „**we**")

and

DIV Grupa d.o.o. with headquarters in Samobor, Bobovica 10A, represented by mr. Tomislav Debeljak, president of the management board, VAT number: 33890755814 (hereinafter: „**DIV Grupa**", „**the Client**" or „**you**")

(together: „**the Contracting Parties**")

on 09 June 2021 conclude the following

ANNEX 1

TO THE ENGAGEMENT LETTER SIGNED ON 16 MARCH 2021

Article 1.

The Contracting Parties agree that on 16 March 2021 they entered into an contractual agreement („**Agreement**") for debt advisory services (Project „Bolt").

The Contracting Parties agree to amend this contractual agreement in the manner specified in this Annex („**Annex**").

Article 2.

The Contracting Parties agree to amend Article 5. of the Agreement, so that it now reads:

Fees will be as follows:

Stage 1 A Fixed Fee of €30,000 payable as follows:

- 50% at signing of the Engagement Letter (15,000 EUR);
- 50% upon distribution of lenders pack to potential lenders (15,000 EUR);

Stage 2 Monthly retainer for support in due diligence discussions and negotiations with lenders of €8,000/month; due at the end of each month, following the distribution of lenders pack to the lenders, for maximum period of 5 months.

Stage 3 Fixed Fees of €100,000, €90,000 and €90,000 payable as follows:

- Fixed fee of €100,000, due and payable upon disbursement of the lenders' funds to DIV Grupa d.o.o. Fee will be payable if the financing raised exceeds at least €10,000,000.

Društvo upisano u sudski registar Trgovačkog suda u Zagrebu: MBS 080509041; uplaćen temeljni kapital: 20.000,00 kuna; članovi uprave: Eric Daniel Olcott i Zlatko Bazianec; poslovna banka: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, žiro račun 2340009-1110172409; SWIFT CODE: PBZGHR2X IBAN: HR4323400091110172409; Zagrebačka banka d.d., Trg bana Josipa Jelačića 10, 10 000 Zagreb, žiro račun 2360000-1101895940; SWIFT CODE: ZABAHR2X IBAN: HR1023600001101895940.

Deloitte se odnosi na Deloitte Touche Tohmatsu Limited, pravnu osobu osnovanu sukladno pravu Ujedinjenog Kraljevstva Velike Britanije i Sjeverne Irske (Izvorno: UK private company limited by guarantee"), i mrežu njegovih članova, od kojih je svaki zaseban i samostalan pravni subjekt. Molimo posjetite www.deloitte.com/hr/o-nama za detaljni opis pravne strukture Deloitte Touche Tohmatsu Limited i njegovih tvrtki članica.

Member of Deloitte Touche Tohmatsu Limited

- Fixed fee of €90,000, due and payable upon disbursement of the lenders' funds related to HBOR financing of Brodograđevna industrija Split d.d. Fee will be payable if the financing raised exceeds at least €10,000,000.

- Fixed fee of €90,000, due and payable upon disbursement of the lenders' funds related to Golden Horizon refinancing (currently financed by VTB). Fee will be payable if the financing raised exceeds at least €10,000,000.

All fees are payable in local currency Croatian kuna (HRK) based on the exchange rate published by Croatian National Bank on date of the invoice.

The aforementioned fees exclude out-of-pocket expenses and costs incurred in direct relation to the provision of services, specifically travel, accommodation, and communication expenses which are to be charged in addition to the above presented fees. The aforementioned fees furthermore exclude expenses charged by third parties in relation to set-up and operation of a virtual data ro

Expenses and VAT will be added to these Fees as appropriate.

It should be noted that our Fees are structured to allow you to finance them largely from the funds raised.

If we withdraw from the Transaction, no Fee is applicable or whatever is appropriate.
In the event that you decide to withdraw from the Transaction before reaching the end of Phase 1, an "abort fee" equivalent to our time costs determined at our normal professional rates for corporate finance work will be charged from the date of commencement to the date you decide to withdraw.

Our Fees have been estimated assuming a relatively trouble-free and short run to completion (circa three to four months). If this proves not to be the case, our Fees may be increased accordingly based on our standard hourly rates.

Article 3.

All other conditions of the original Agreement signed on 16 March 2021 (including, but not limited to Standard Terms and Conditions) remain unchanged and valid.

Article 4.

This Annex is made in 2 (two) copies. One copy is kept by the Client and other by Deloitte.

The Contracting Parties hereby declare that they agree with the content of this Annex. The Contracting Parties further declare that they conclude the Annex to the Agreement based on their free will, without consent or coertion, as a sign of which they sign it below.

In Zagreb, 09 June 2021

Deloitte Savjetodavne Usluge d.o.o.

~~Zlatko Bazlanec~~ Yuri Sidorovich
Director

Deloitte Savjetodavne Usluge d.o.o.
Radnička cesta 80
10 000 Zagreb

DIV Grupa d.o.o.

Tomislav Debeljak
President of the Management Board

Ovaj se prijevod sastoji od
3 stranice.
Br. ov.: 12-2022
Datum: 25. svibnja 2022.

Ovjereni prijevod
s engleskog jezika

STALNI SUDSKI TUMAČ ZA ENGLESKI I TALIJANSKI JEZIK
COURT INTERPRETER FOR THE ENGLISH AND ITALIAN LANGUAGE
INTERPRETE GIUDICIATO PER LA LINGUA INGLESE ED ITALIANA
DUNJA PERIĆ
mag. engl. i tal. jezika
ZAGREB

STROGO PRIVATNO I POVJERLJIVO

Deloitte Savjetodavne Usluge d.o.o. sa sjedištem u Zagrebu, Radnička cesta 80, koji zastupa g. Zlatko Bazianec, direktor, PDV broj: 69797026383 (dalje u tekstu: „**Deloitte**" ili „**mi**")

i

DIV Grupa d.o.o. sa sjedištem u Samoboru, Bobovica 10A, koju zastupa g. Tomislav Debeljak, Predsjednik Uprave, PDV broj: 33890755814 (dalje u tekstu: „**DIV Grupa**", „**Klijent**" ili „**vi**")

(zajedno: „**Ugovorne strane**")

dana 9. lipnja 2021. sklapaju sljedeći

ANEKS 1.

UGOVORU O PREUZIMANJU ANGAŽMANA POTPISANOM 16. OŽUJKA 2021.

Članak 1.

Ugovorne su strane suglasne da su 16. ožujka 2021. sklopile ugovorni sporazum („**Sporazum**") za usluge savjetovanja o dugu (Projekt „Bolt").

Ugovorne su strane suglasne s izmjenama i dopunama Sporazuma na način naveden u ovom Aneksu („**Aneks**").

Članak 2.

Ugovorne strane suglasno izmjenjuju i dopunjuju članak 5. Sporazuma, na sljedeći način:

Visina naknada je sljedeća:

1. faza fiksna naknada u iznosu od 30.000 eura plativa kako slijedi:

- 50 % pri potpisu Ugovora o preuzimanju angažmana (15.000 eura)
- 50 % nakon distribucije informativnih materijala mogućim zajmodavcima (15.000 eura)

2. faza mjesečna naknada za podršku u raspravama i pregovorima o dubinskom snimanju sa zajmodavcima u iznosu od 8.000 eura/mjesečno; koja dospijeva krajem svakog mjeseca, nakon distribucije informativnih materijala zajmodavcima, u najduljem trajanju od 5 mjeseci

3. faza fiksne naknade u iznosu od 100.000 eura, 90.000 eura i 90.000 eura plative kako slijedi:

- fiksna naknada od 100.000 eura i plativa nakon isplate sredstava zajmodavaca subjektu DIV Grupa d.o.o.; naknada će biti plativa pod uvjetom da prikupljena sredstva premaše 10.000.000 eura

/paraf/

Društvo upisano u sudski registar Trgovačkog suda u Zagrebu: MBS 080509041; uplaćen temeljni kapital: 20.000,00 kuna; članovi uprave: Eric Daniel Olcott i Zlatko Bazianec; poslovna banka: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, žiro račun: 2340009-1110172409; SWIFT Code: PBZGHR2X IBAN: HR4323400091110172409, Zagrebačka banka d.d., Trg bana Josipa Jelačića 10, 10 000 Zagreb, žiro račun 2360000-1101895940; SWIFT CODE: ZABAHR2X IBAN: HR1023600001101895940.

Deloitte se odnosi na Deloitte Touche Tohmatsu Limited, pravnu osobu osnovanu sukladno pravu Ujedinjenog Kraljevstva Velike Britanije i Sjeverne Irske (izvorno "UK private company limited by guarantee"), i mrezu njegovih članova, od kojih je svaki zaseban i samostalan pravni subjekt. Molimo posjetite www.deloitte.com/hr/onama za detaljni opis pravne strukture Deloitte Touche Tohmatsu Limited i njegovih tvrtki članica.

- fiksna naknada od 90.000 eura i plativa nakon isplate sredstava zajmodavaca povezanih s financiranjem HBOR-a subjektu Brodograđevna Industrija Split d.o.o.; naknada će biti plativa pod uvjetom da prikupljena sredstva premaše 10.000.000 eura

- fiksna naknada od 90.000 eura i plativa nakon isplate sredstava zajmodavaca povezanih s refinanciranjem jedrenjaka Golden Horizon (trenutačno ga financira VTB); naknada će biti plativa pod uvjetom da prikupljena sredstva premaše 10.000.000 eura.

Sve su naknade plative u lokalnoj valuti, hrvatskoj kuni (HRK) na temelju službenog tečaja Hrvatske narodne banke na datum fakture.

Prethodno navedene naknade ne uključuju direktne gotovinske troškove i troškove nastale u izravnoj vezi s pružanjem usluga; konkretno, putne troškove, smještaj i troškove komunikacije koji će se naplatiti uz prethodno navedene naknade. Nadalje, prethodno navedene naknade ne obuhvaćaju troškove trećih osoba povezanih s uspostavom i funkcioniranjem virtualne podatkovne sobe.

Troškovi i PDV dodaju se Naknadama prema potrebi.

Napominjemo kako su naše Naknade strukturirane na način koji vam omogućuje financiranje njihovog najvećeg dijela iz prikupljenih sredstava.

Ako se povučemo iz Transakcije, Klijent ne plaća nikakvu Naknadu ni bilo kakva druga sredstva.

Ako Klijent odluči odustati od Transakcije prije kraja 1. faze, dužan je platiti odustatninu u protuvrijednosti vremena koje je Deloitte utrošio obračunatog prema uobičajenim satnicama za Deloitteove profesionalne Usluge iz područja korporativnih financija, računajući od datuma početka do datuma Klijentove odluke o odustajanju od Transakcije.

Visinu Naknada za naše profesionalne usluge procijenili smo uz pretpostavku da neće biti nikakvih većih problema u okončanju Transakcije, kao i da će ona biti okončana u relativno kratkom roku (otprilike tri do četiri mjeseca). U suprotnome, Naknade mogu biti uvećane temeljem obračuna po našim standardnim satnicama.

Članak 3.

Svi ostali uvjeti izvornog Sporazuma potpisanog 16. ožujka 2021. (uključujući, ali ne ograničavajući se na Standardne uvjete poslovne suradnje) ostaju nepromijenjeni i valjani.

Članak 4.

Ovaj se Aneks sastavlja u 2 (dva) primjerka. Jedan primjerak zadržava Klijent, a drugi Deloitte.

Ugovorne strane ovime potvrđuju da se slažu sa sadržajem ovog Aneksa. Nadalje, ugovorne strane izjavljuju kako Aneks Sporazumu sklapaju svojom voljom, bez prisile, što potvrđuju svojim potpisima.

/paraf/

U Zagrebu 9. lipnja 2021.

Deloitte Savjetodavne Usluge d.o.o.

/potpis nečitljiv/
~~Zlatko Bazianec~~ Yuri Sidorovich
Direktor

/okrugli pečat društva
Deloitte Savjetodavne Usluge d.o.o./

DIV Grupa d.o.o.

/potpis nečitljiv/
Tomislav Debeljak
Predsjednik Upravnog odbora

/paraf/

---

*Ja, **Dunja Perić**, stalna sudska tumačica za engleski i talijanski jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-564/2020 od 2. lipnja 2020., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*
Br. ovjere: 12-2022
Zagreb, 25. svibnja 2022.

STALNI SUDSKI TUMAČ ZA ENGLESKI I TALIJANSKI JEZIK
COURT INTERPRETER FOR ENGLISH AND ITALIAN LANGUAGE
INTERPRETE GIUDICIARIO PER LA LINGUA INGLESE ED ITALIANA
DUNJA PERIĆ
mag. engl. i tal. jezika
ZAGREB

Dunja Perić

Deloitte.

MAKING AN IMPACT THAT MATTERS since 1845

STRICTLY PRIVATE AND CONFIDENTIAL

Deloitte Savjetodavne Usluge d.o.o. with headquarters in Zagreb, Radnička cesta 80, represented by mr. Zlatko Bazianec, director, VAT number: 69797026383 (hereinafter: „**Deloitte**" or „**we**")

and

DIV Grupa d.o.o. with headquarters in Samobor, Bobovica 10A, represented by mr. Tomislav Debeljak, president of the management board, VAT number: 33890755814 (hereinafter: „**DIV Grupa**", „**the Client**" or „**you**")

(together: „**the Contracting Parties**")

on 09 June 2021 conclude the following

ANNEX 1

TO THE ENGAGEMENT LETTER SIGNED ON 16 MARCH 2021

Article 1.

The Contracting Parties agree that on 16 March 2021 they entered into an contractual agreement („**Agreement**") for debt advisory services (Project „Bolt").

The Contracting Parties agree to amend this contractual agreement in the manner specified in this Annex („**Annex**").

Article 2.

The Contracting Parties agree to amend Article 5. of the Agreement, so that it now reads:

Fees will be as follows:

Stage 1 A Fixed Fee of €30,000 payable as follows:

- 50% at signing of the Engagement Letter (15,000 EUR);
- 50% upon distribution of lenders pack to potential lenders (15,000 EUR);

Stage 2 Monthly retainer for support in due diligence discussions and negotiations with lenders of €8,000/month; due at the end of each month, following the distribution of lenders pack to the lenders, for maximum period of 5 months.

Stage 3 Fixed Fees of €100,000, €90,000 and €90,000 payable as follows:

- Fixed fee of €100,000, due and payable upon disbursement of the lenders' funds to DIV Grupa d.o.o. Fee will be payable if the financing raised exceeds at least €10,000,000.

Društvo upisano u sudski registar Trgovačkog suda u Zagrebu: MBS 080509041; uplaćen temeljni kapital: 20.000,00 kuna; članovi uprave: Eric Daniel Olcott i Zlatko Bazianec; poslovna banka: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, žiro račun 2340009-1110172409; SWIFT CODE: PBZGHR2X IBAN: HR4323400091110172409; Zagrebačka banka d.d., Trg bana Josipa Jelačića 10, 10 000 Zagreb, žiro račun 2360000-1101895940; SWIFT CODE: ZABAHR2X IBAN: HR1023600001101895940.

Deloitte se odnosi na Deloitte Touche Tohmatsu Limited, pravnu osobu osnovanu sukladno pravu Ujedinjenog Kraljevstva Velike Britanije i Sjeverne Irske (izvorno "UK private company limited by guarantee"), i mrežu njegovih članova, od kojih je svaki zaseban i samostalan pravni subjekt. Molimo posjetite www.deloitte.com/hr/o-nama za detaljni opis pravne strukture Deloitte Touche Tohmatsu Limited i njegovih tvrtki članica.

Member of Deloitte Touche Tohmatsu Limited

- Fixed fee of €90,000, due and payable upon disbursement of the lenders' funds related to HBOR financing of Brodograđevna industrija Split d.d. Fee will be payable if the financing raised exceeds at least €10,000,000.

- Fixed fee of €90,000, due and payable upon disbursement of the lenders' funds related to Golden Horizon refinancing (currently financed by VTB). Fee will be payable if the financing raised exceeds at least €10,000,000.

All fees are payable in local currency Croatian kuna (HRK) based on the exchange rate published by Croatian National Bank on date of the invoice.

The aforementioned fees exclude out-of-pocket expenses and costs incurred in direct relation to the provision of services, specifically travel, accommodation, and communication expenses which are to be charged in addition to the above presented fees. The aforementioned fees furthermore exclude expenses charged by third parties in relation to set-up and operation of a virtual data ro

Expenses and VAT will be added to these Fees as appropriate.

It should be noted that our Fees are structured to allow you to finance them largely from the funds raised.

If we withdraw from the Transaction, no Fee is applicable or whatever is appropriate.
In the event that you decide to withdraw from the Transaction before reaching the end of Phase 1, an "abort fee" equivalent to our time costs determined at our normal professional rates for corporate finance work will be charged from the date of commencement to the date you decide to withdraw.

Our Fees have been estimated assuming a relatively trouble-free and short run to completion (circa three to four months). If this proves not to be the case, our Fees may be increased accordingly based on our standard hourly rates.

Article 3.

All other conditions of the original Agreement signed on 16 March 2021 (including, but not limited to Standard Terms and Conditions) remain unchanged and valid.

Article 4.

This Annex is made in 2 (two) copies. One copy is kept by the Client and other by Deloitte.

The Contracting Parties hereby declare that they agree with the content of this Annex. The Contracting Parties further declare that they conclude the Annex to the Agreement based on their free will, without consent or coertion, as a sign of which they sign it below.

In Zagreb, 09 June 2021

Deloitte Savjetodavne Usluge d.o.o.

~~Zlatko Bazlanac~~ Yuri Sidorovich
Director

Deloitte Savjetodavne Usluge d.o.o.
Radnička cesta 80
10 000 Zagreb

DIV Grupa d.o.o.

Tomislav Debeljak
President of the Management Board

35

Deloitte.

DELOITTE SAVJETODAVNE USLUGE D.O.O.
Radnicka cesta 80
10 000 , Zagreb
Hrvatska

DIV Grupa d.o.o.
Bobovica 10/A
10430 Samobor

Izvod otvorenih stavki

Datum:
20.05.2022
Broj klijenta:
6066300
Kontakt:
Računovodstvo
Telefon:
+385 (0)1 2351 900
Telefax:
+385 (0)1 2351 999
E-mail:
cehrracuni@deloitte.com
Adresa:
DELOITTE SAVJETODAVNE USLUGE D.O.O.,
Radnicka cesta 80, Zagreb, Hrvatska

Izvod otvorenih stavki na dan 27.04.2022

Poštovani,

Kako bismo provjerili stanje u našem knjigovodstvu, lijepo Vas molimo da pogledate Izvod otvorenih stavki koji Vam dostavljamo. Molimo Vas da

a) ili potvrdite da se otvorene stavke sa našeg izlistanja slažu sa otvorenim stavkama u Vašem knjigovodstvu

b) ili nam dostavite pregled odstupanja između izvoda otvorenih stavki koji Vam šaljemo i otvorenih stavki koje se nalaze u Vašem knjigovodstvu, u drugom dijelu ovog dopisa, a na stranici "Odgovor"

Molimo Vas da Vaš odgovor adresirate na pažnju djelatnika čije podatke možete naći u gornjem desnom uglu ovog dopisa.

Unaprijed se zahvaljujemo na pomoći i brzom odgovoru.

S poštovanjem !

Deloitte Savjetodavne Usluge d.o.o.

Otvorene stavke

Broj dokumenta	Datum dokumenta	Poziv na broj Referenca	Valuta	Iznos
3100000209	30.09.2021	271/01/1,HR02-8511	HRK	74.959,59
3100000210	30.09.2021	272/01/1,HR02-8512	HRK	843.295,39
3100000297	08.12.2021	349/01/1,HR02-8589	HRK	75.221,32
Ukupno saldo:		U našu korist	HRK	993.476,30

DIV Grupa d.o.o.
Bobovica 10/A
10430 Samobor

DELOITTE SAVJETODAVNE USLUGE D.O.O.
Radnicka cesta 80
10 000 , Zagreb
Hrvatska

Odgovor klijenta

Datum

Kontakt

Telefon

Telefax

E-mail

Izvod otvorenih stavki odnosi se na:

DELOITTE SAVJETODAVNE USLUGE D.O.O.
Radnicka cesta 80
10 000 Zagreb

Iznos otvorenih stavki na dan 27.04.2022 je:

HRK 993.476,30 U Vašu korist

1.Potvrda otvorenih stavki

Potvrđujemo suglasnost otvorenih stavki na dan 27.04.2022

Potpis.....

Datum/Mjesto.....

Funkcija.....

Žig

2.Osporavanje otvorenih stavki

Osporavamo navedeno stanje na dan 27.04.2022 u cjelosti - djelomično.

Za svotu: _____ Razlike su:
1.
2.
3.
4.

Potpis.....

Datum/Mjesto.....

Funkcija.....

Žig

Deloitte.

Deloitte Savjetodavne Usluge
d.o.o.
Radnička cesta 80
10 000 Zagreb, Hrvatska
Reg.br. kod Trgovačkog suda u
Zagrebu MBS 080509041
Porezni broj: 1892525
OIB: 69797026382
PDV BR: HR69797026382
Temeljni kapital 20.000,00 HRK
Članovi uprave: Lena Habuš,
Dražen Nimčević i Olindo Shehu

DIV Grupa d.o.o.
Bobovica 10/A
10430 Samobor
Croatia
n/p Tomislav Debeljak
OIB: 33890755814

EU VAT ID: HR33890755814

Broj računa:	HR02-8511
Datum isporuke:	30.09.2021
Datum računa:	30.09.2021.
Dospijeće plaćanja:	14.10.2021.
Mjesto izdavanja:	Zagreb
Datum i vrijeme izdavanja:	30.09.2021. 14:44:00
Broj klijenta:	60663
Broj posla:	60663-11
Operater:	Katarina Gugić Blitvić

Račun 271/01/1

HRK

Project Bolt 1 kom x 59 967,67 Kn	59 967,67
Neto vrijednost 25 %:	59 967,67
PDV 25 %:	14 991,92
Ukupna vrijednost HRK	**74 959,59**

Profesionalna naknada za prvi mjesečni retainer sukladno ugovoru od 16. ožujka 2021.

Način plaćanja: transakcijski račun.
Molimo, platite na nas račun:
PRIVREDNA BANKA ZAGREB d.d.
Radnička cesta 50
10000 Zagreb, Croatia
IBAN: HR43 2340 0091 1101 7240 9
SWIFT Code: PBZGHR2X
Bankovni račun: 2340009-1110172409
Poziv na broj: 28511

Račun je ispostavljen elektroničkim putem i pravovaljan je bez potpisa i pečata. Izrađen je u sukladno čl.9 Zakona o elektroničkoj ispravi (NN 150/05), te je u składu sa čl.161. Pravilnika o PDV-u (NN 79/13).

Deloitte Savjetodavne Usluge d.o.o. Zagreb

Deloitte se odnosi na Deloitte Touche Tohmatsu Limited, pravnu osobu osnovanu sukladno pravu Ujedinjenog Kraljevstva Velike Britanije i Sjeverne Irske (izvorno "UK private company limited by guarantee"), i mrezu njegovih članova, od kojih je svaki zaseban i samostalan pravni subjekt. Molimo posjetite www.deloitte.com/hr/o-nama za detaljni opis pravne strukture Deloitte Touche Tohmatsu Limited i njegovih tvrtki članica.
Tel.: 00 385 1 2351 900 | www.deloitte.com/hr
Privredna banka Zagreb d.d. Zagreb, IBAN: HR43 2340 0091 1101 7240 9

Deloitte.

Deloitte Savjetodavne Usluge
d.o.o.
Radnička cesta 80
10 000 Zagreb, Hrvatska
Reg.br. kod Trgovačkog suda u
Zagrebu MBS 080509041
Porezni broj: 1892525
OIB: 69797026382
PDV BR: HR69797026382
Temeljni kapital 20.000,00 HRK
Članovi uprave: Lena Habuš,
Dražen Nimčević i Olindo Shehu

DIV Grupa d.o.o.
Bobovica 10/A
10430 Samobor
Croatia
n/p Tomislav Debeljak
OIB: 33890755814

EU VAT ID: HR33890755814

Broj računa:	HR02-8512
Datum isporuke:	30.09.2021
Datum računa:	30.09.2021.
Dospijeće plaćanja:	14.10.2021.
Mjesto izdavanja:	Zagreb
Datum i vrijeme izdavanja:	30.09.2021. 16:25:00
Broj klijenta:	60663
Broj posla:	60663-11
Operater:	Katarina Gugić Blitvić

Račun 272/01/1

HRK

Project Bolt 1 kom x 674 636,31 Kn	674 636,31
Neto vrijednost 25 %:	674 636,31
PDV 25 %:	168 659,08
Ukupna vrijednost HRK	**843 295,39**

Profesionalna naknada prema aneksu ugovora od 09. lipnja 2021 godine u iznosu od 90.000,00 EUR, plativa po isplati sredstava od strane HBOR-a u vezi s financiranjem Brodograđevna industrija Split d.d. prema ugovoru od 16. ožujka 2021.

Način plaćanja: transakcijski račun.
Molimo, platite na nas račun:
PRIVREDNA BANKA ZAGREB d.d.
Radnička cesta 50
10000 Zagreb, Croatia
IBAN: HR43 2340 0091 1101 7240 9
SWIFT Code: PBZGHR2X
Bankovni račun: 2340009-1110172409
Poziv na broj: 28512

Deloitte Savjetodavne Usluge d.o.o. Zagreb

Račun je ispostavljen elektroničkim putem i pravovaljan je bez potpisa i pečata. Izrađen je u sukladno čl.9 Zakona o elektroničkoj ispravi (NN 150/05), te je u składu sa čl.161. Pravilnika o PDV-u (NN 79/13).

Deloitte se odnosi na Deloitte Touche Tohmatsu Limited, pravnu osobu osnovanu sukladno pravu Ujedinjenog Kraljevstva Velike Britanije i Sjeverne Irske (izvorno "UK private company limited by guarantee"), i mrezu njegovih članova, od kojih je svaki zaseban i samostalan pravni subjekt. Molimo posjetite www.deloitte.com/hr/o-nama za detaljni opis pravne strukture Deloitte Touche Tohmatsu Limited i njegovih tvrtki članica.
Tel.: 00 385 1 2351 900 | www.deloitte.com/hr
Privredna banka Zagreb d.d. Zagreb, IBAN: HR43 2340 0091 1101 7240 9

Deloitte.

Deloitte Savjetodavne Usluge
d.o.o.
Radnička cesta 80
10 000 Zagreb, Hrvatska
Reg.br. kod Trgovačkog suda u
Zagrebu MBS 080509041
Porezni broj: 1892525
OIB: 69797026382
PDV BR: HR69797026382
Temeljni kapital 20.000,00 HRK
Članovi uprave: Lena Habuš,
Dražen Nimčević i Olindo Shehu

DIV Grupa d.o.o.
Bobovica 10/A
10430 Samobor
Croatia
n/p Tomislav Debeljak
OIB: 33890755814

EU VAT ID: HR33890755814

Broj računa:	HR02-8589
Datum isporuke:	08.12.2021
Datum računa:	08.12.2021.
Dospijeće plaćanja:	15.12.2021.
Mjesto izdavanja:	Zagreb
Datum i vrijeme izdavanja:	08.12.2021. 15:40:00
Broj klijenta:	60663
Broj posla:	60663-11
Operater:	Katarina Gugić Blitvić

Račun 349/01/1

HRK

Project Bolt 1 kom x 60 177,06 Kn	60 177,06
Neto vrijednost 25 %:	60 177,06
PDV 25 %:	15 044,27
Ukupna vrijednost HRK	**75 221,33**

Profesionalna naknada za drugi mjesečni retainer sukladno ugovoru od 16. ožujka 2021.

Način plaćanja: transakcijski račun.
Molimo, platite na nas račun:
PRIVREDNA BANKA ZAGREB d.d.
Radnička cesta 50
10000 Zagreb, Croatia
IBAN: HR43 2340 0091 1101 7240 9
SWIFT Code: PBZGHR2X
Bankovni račun: 2340009-1110172409
Poziv na broj: 28589

Deloitte Savjetodavne Usluge d.o.o. Zagreb

Račun je ispostavljen elektroničkim putem i pravovaljan je bez potpisa i pečata. Izrađen je u sukladno čl.9 Zakona o elektroničkoj ispravi (NN 150/05), te je u składu sa čl.161. Pravilnika o PDV-u (NN 79/13).

Deloitte se odnosi na Deloitte Touche Tohmatsu Limited, pravnu osobu osnovanu sukladno pravu Ujedinjenog Kraljevstva Velike Britanije i Sjeverne Irske (izvorno "UK private company limited by guarantee"), i mrezu njegovih članova, od kojih je svaki zaseban i samostalan pravni subjekt. Molimo posjetite www.deloitte.com/hr/o-nama za detaljni opis pravne strukture Deloitte Touche Tohmatsu Limited i njegovih tvrtki članica.
Tel.: 00 385 1 2351 900 | www.deloitte.com/hr
Privredna banka Zagreb d.d. Zagreb, IBAN: HR43 2340 0091 1101 7240 9

Deloitte Savjetodavne Usluge d.o.o.
Radnička cesta 80
10000 Zagreb
OIB: 69797026382

Zagreb, 27.04.2022.

DIV Grupa d.o.o.
Bobovica 10/A
10430 Samobor
OIB: 33890755814

Obračun kamata

	OBRAČUN KAMATA NA KAŠNJENJE U PLAĆANJU				
Ukupno Kn	Od	Do	Broj dana	Kamatna stopa	Iznos kamata
918.254,98	30.09.21.	30.09.21.	1	7,61%	191,45
	01.10.21.	31.10.21.	31	7,61%	5.934,95
	01.11.21.	30.11.21.	30	7,61%	5.743,50
	01.12.21.	31.12.21.	31	7,61%	5.934,95
75.221,32	08.12.21.	31.12.21.	23	7,61%	360,71
	01.01.22.	31.01.22.	31	7,49%	6.319,87
	01.02.22.	28.02.22.	28	7,49%	5.708,27
	01.03.22.	31.03.22.	31	7,49%	6.319,87
	01.04.22.	27.04.22.	27	7,49%	5.504,40
Ukupno:				**kune i lipe**	**42.017,96**

Slovima: Devettisućaosamstotridesetosamkunaidvadesetšestlipa.

Molimo za uplatu na bankovni račun otvoren kod Privredna banka Zagreb d.d., Zagreb, broj: IBAN HR3823400091101724 09

PRIVREDNA BANKA ZAGREB

PBZCOM@NET - INTERNET BANKARSTVO ZA POSLOVNE SUBJEKTE

POTVRDA O IZVRŠENOM NALOGU

Platitelj

Broj naloga	2022223511073
Račun platitelja	HR4323400091110172409
Model i poziv na broj platitelja	HR99
Naziv platitelja	DELOITTE SAVJETODAVNE USLUGE D.O.O.
Adresa	RADNIČKA CESTA 80
Mjesto, država	ZAGREB, HRVATSKA
Iznos	500,00 HRK **Instant: Ne Hitno: Ne**

Primatelj

Račun primatelja	HR1210010051863000160
Model i poziv na broj primatelja	HR64 5045-20735-69797026382
Naziv primatelja	DRŽAVNI PRORAČUN REPUBLIKE HRVATSKE
Adresa	KATANČIĆEVA
Mjesto, država	ZAGREB, HRVATSKA

Podaci o plaćanju

Opis plaćanja	Court fee
	Troskovi sudske pristojbe DIV grupa
Šifra namjene	GOVT
Datum i vrijeme zaprimanja	23.05.2022. 12:13:13
Datum izvršenja	23.05.2022.
Datum i vrijeme izdavanja potvrde	23.05.2022. 15:51:47

Napomena: *Vjerodostojnost ove potvrde možete potvrditi pozivom na broj telefona 01/489-1313 (+38514891313).*

Za sve dodatne informacije i pitanja molimo Vas nazovite besplatni info telefon 0800-PBZ-COM (0800-729-266).

Ovaj se prijevod sastoji od
19 stranica.
Br. ov.: 11-2022
Datum: 25. svibnja 2022.

Ovjereni prijevod s engleskog jezika

STALNI SUDSKI TUMAČ ZA ENGLESKI I TALIJANSKI JEZIK
COURT INTERPRETER FOR THE ENGLISH AND ITALIAN LANGUAGES
GIUDICATO PER LA LINGUA INGLESE ED ITALIANA
DUNJA PERIĆ
mag. engl. i tal. jezika
ZAGREB

/Deloitte/

STROGO PRIVATNO I POVJERLJIVO

G. Tomislav Debeljak
Direktor
DIV Grupa d.o.o.
Bobovica 10A
10430 Samobor
OIB: 33890755814

Deloitte Savjetodavne Usluge d.o.o.
ZagrebTower
Radnička cesta 80
10000 Zagreb
Hrvatska
OIB: 69797026382

Tel: +385 (0) 1 2351 900
Faks: +385 (0) 1 2351 999
www.deloitte.com/hr

16. ožujka 2021.

Poštovani g. Debeljak,

Ugovor o preuzimanju angažmana – Usluge savjetovanja o dugu (Projekt „Bolt")

1. UVOD

Mi, Deloitte Savjetodavne Usluge d.o.o. („Deloitte"), ovim vam putem u pisanom obliku želimo iznijeti uvjete pod kojima vam nudimo Usluge vašeg isključivog financijskog savjetnika koji će vam pomoći u predloženom prikupljanju sredstava u iznosu od 30 milijuna eura za DIV Grupa d.o.o. („Klijent") i predloženom prikupljanju sredstava u iznosu do 40 milijuna eura za Brodograđevna industrija Split d.d. („Klijent") koju dalje u tekstu nazivamo „Transakcijom", kao i sva druga pitanja u pogledu kojih ćemo vas savjetovati.

Uvjeti znače uvjete iz ovoga Ugovora o preuzimanju angažmana, zajedno sa Standardnim uvjetima poslovne suradnje („Uvjeti poslovne suradnje") iz Priloga 1. Ako u ovom Ugovoru nije drukčije definirano, pojmovi i izrazi pisani velikim početnim slovom imaju značenja utvrđena u članku „Definicije" iz Uvjeta poslovne suradnje.

Prema našem shvaćanju, Klijent razmatra prikupljanje sredstava u iznosu od 30 milijuna eura radi refinanciranja dijela postojećih zajmova te u opće poslovne svrhe. Nadalje, Klijent želi iskusnog financijskog savjetnika koji će olakšati zaduživanje i koordinirati natječajni postupak financiranja s ciljem osiguranja najboljih mogućih dostupnih uvjeta.

2. NAŠE USLUGE, OBVEZE I ODGOVORNOSTI

2.1 Naš tim

Deloitteova je namjera oformiti projektni tim kojim će upravljati i koji će podržavati naši najiskusniji stručnjaci na višim položajima. Projektni tim bit će u sastavu:

- g. Darko Stanisavić, Partner, Financijsko savjetovanje, CE South (partner na angažmanu)
- g. Luka Vesnaver, Partner, Financijsko savjetovanje, CE South (partner za osiguranje kvalitete)
- g. Ante Salopek, Menadžer, Financijsko savjetovanje, CE South (menadžer na angažmanu)
- g. Vjeran Buljan, Viši stručni suradnik, Financijsko savjetovanje, CE South (član tima).

/op. prev.: Parafirane sve stranice ugovora/

Društvo upisano u sudski registar Trgovačkog suda u Zagrebu: MBS 080509041; uplaćen temeljni kapital: 20.000,00 kuna; članovi uprave: Eric Daniel Olcott i Zlatko Bazianec; poslovna banka: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, žiro račun: 2340009-1110172409; SWIFT Code: PBZGHR2X IBAN: HR4323400091110172409, Zagrebačka banka d.d., Trg bana Josipa Jelačića 10, 10 000 Zagreb, žiro račun 2360000-1101895940; SWIFT CODE: ZABAHR2X IBAN: HR1023600001101895940.

Deloitte se odnosi na Deloitte Touche Tohmatsu Limited, pravnu osobu osnovanu sukladno pravu Ujedinjenog Kraljevstva Velike Britanije i Sjeverne Irske (izvorno "UK private company limited by guarantee"), i mrezu njegovih članova, od kojih je svaki zaseban i samostalan pravni subjekt. Molimo posjetite www.deloitte.com/hr/onama za detaljni opis pravne strukture Deloitte Touche Tohmatsu Limited i njegovih tvrtki članica.

Tim će isto tako obuhvaćati različite mlađe članove osoblja i osoblje koje pruža administrativnu potporu, u skladu s Deloitteovim procjenama.

Te će osobe, zajedno s osobljem koje radi na predmetnom angažmanu, čini Tim na angažmanu.

2.2 Opseg naših Usluga

Opseg naših Usluga i djelokrug naše odgovornosti utvrđeni su u nastavku ovog članka, kao i u članku 2. i članku 4. Uvjeta poslovne suradnje. Usluge koje se pružaju nisu obvezujuće za porezna ili druga državna ili zakonodavna tijela ili sudove te ne čine potvrde, jamstva ili garancije da će se bilo koje porezno ili drugo državno ili zakonodavno tijelo ili sudovi složiti s Deloitteovim zaključcima.

Svoj ćemo program rada podijeliti na nekoliko faza, od kojih se neke mogu odvijati istodobno. Riječ je o sljedećim fazama:

1. faza – podrška prilikom pripreme i distribucije Klijentovih brandiranih informativnih materijala mogućim zajmodavcima za Div Grupa d.o.o. i Brodograđevna Industrija Split d.o.o.

2. faza – podrška u pregovorima sa zajmodavcima uz Klijenta

3. faza – podrška u pregovorima sa zajmodavcima u pogledu mogućih sporazuma.

Nismo dužni provesti dubinsko snimanje Klijenta niti davati stručne ili tehničke savjete o, na primjer, pravnim ili poreznim pitanjima, kao ni o Uslugama koje ste ugovorili ili biste ih uobičajeno ugovorili, bilo kao davatelj, bilo kao primatelj. Kako bi se izbjegla svaka dvojba, sve Usluge koje pruža bilo koji drugi odjel Deloittea, kao što su poslovi koje eventualno obavljaju naši porezni, glavni ili sporedni revizijski timovi, predmetom su zasebnog ugovora, odnosno sporazuma o naknadi.

Ovlašćujete nas da poduzmemo sve što je realno potrebno kako bismo svoje Usluge mogli pružiti u skladu s Ugovorom, što uključuje ovlaštenje da nastupamo kao vaš posrednik, odnosno putem posrednika, odnosno radi postupanja u skladu sa zakonima i pravilnicima, drugim propisima, odnosno regulativom, ovlaštenjima, suglasnostima i praksom, odnosno onim što se realno i opravdano očekuje od financijskog savjetnika. Suglasni ste s davanjem svoje suglasnosti i potvrde svega što je u zakonskim okvirima izvršeno u primjeni naših ovlasti iz prethodnoga stavka.

3. OBVEZE I ODGOVORNOSTI KLIJENTA

3.1 Obveze i odgovornosti Klijenta

Kad je riječ o pružanju Usluga, upućujemo vas na članak 3. i članak 4. priloženih Uvjeta poslovanja, u kojima su potvrđene vaše obveze i odgovornost za pružanje informacija i donošenje odluka u pogledu Usluga koje ćemo pružiti.

Osim ako nije drukčije ugovoreno, sami ugovarate Usluge drugih savjetnika, među ostalim i odvjetnika, revizora, burzovnih brokera, poreznih savjetnika, vještaka za procjenu vrijednosti i konzultanata. Imamo pravo zatražiti pristup savjetima, odnosno na njih se oslanjati, a odgovornost za savjete snosite isključivo vi i savjetnici. Ne odgovaramo za rad drugih profesionalnih savjetnika. Ako zatražite navedene Usluge, dužni ste se s nama konzultirati prije imenovanja savjetnika. Odgovornost za naknade savjetnicima i trećima snosi Klijent.

4. ODREDBE O TAJNOSTI

U sklopu provedbe Ugovora trebat ćemo potencijalnim investitorima ili vjerovnicima davati određene informacije koje su povjerljive naravi za Klijenta.

Informacije te vrste nećemo davati trećima sve dok se oni pisano ne obvežu na čuvanje tajnosti informacija u vama prihvatljivom obliku. Klijent odgovara za sadržaj sporazuma iz prethodne odredbe, kao i sve eventualne njegove

izmjene na prijedlog trećih. Deloitte ne daje pravne savjete, stoga je naša preporuka Klijentu da, ako to još nije učinio, svoje pravnike zamolite za pomoć u sastavljanju izjava o čuvanju tajnosti informacija i postizanja sporazuma s trećima.

Sami isključivo odgovarate za primjenu svih izjava, odnosno sporazuma o čuvanju tajnosti informacija.

5. NAKNADE I TROŠKOVI

Visina naknada je sljedeća:

1. faza fiksna naknada u iznosu od 30.000 eura plativa kako slijedi:

- 50 % pri potpisu Ugovora o preuzimanju angažmana (15.000 eura)
- 50 % nakon distribucije informativnih materijala mogućim zajmodavcima (15.000 eura)

2. faza mjesečna naknada za podršku u raspravama i pregovorima o dubinskom snimanju sa zajmodavcima u iznosu od 8.000 eura/mjesečno; koja dospijeva krajem svakog mjeseca, nakon distribucije informativnih materijala zajmodavcima, u najduljem trajanju od 5 mjeseci

3. faza fiksne naknade u iznosu od 100.000 eura i 180.000 eura plative kako slijedi:

- fiksna naknada od 100.000 eura i plativa nakon isplate sredstava zajmodavaca subjektu DIV Grupa d.o.o.; naknada će biti plativa pod uvjetom da prikupljena sredstva premaše 10.000.000 eura

- fiksna naknada od 180.000 eura i plativa nakon isplate sredstava zajmodavaca subjektu Brodograđevna Industrija Split d.o.o.; naknada će biti plativa pod uvjetom da prikupljena sredstva premaše 10.000.000 eura.

Sve su naknade plative u lokalnoj valuti, hrvatskoj kuni (HRK) na temelju službenog tečaja Hrvatske narodne banke na datum fakture.

Prethodno navedene naknade ne uključuju direktne gotovinske troškove i troškove nastale u izravnoj vezi s pružanjem usluga; konkretno, putne troškove, smještaj i troškove komunikacije koji će se naplatiti uz prethodno navedene naknade. Nadalje, prethodno navedene naknade ne obuhvaćaju troškove trećih osoba povezanih s uspostavom i funkcioniranjem virtualne podatkovne sobe.

Troškovi i PDV dodaju se Naknadama prema potrebi.

Napominjemo kako su naše Naknade strukturirane na način koji vam omogućuje financiranje njihovog najvećeg dijela iz prikupljenih sredstava.

Ako se povučemo iz Transakcije, Klijent ne plaća nikakvu Naknadu ni bilo kakva druga sredstva. Ako Klijent odluči odustati od Transakcije prije kraja 1. faze, dužan je platiti odustatninu u protuvrijednosti vremena koje je Deloitte utrošio obračunatog prema uobičajenim satnicama za Deloitteove profesionalne Usluge iz područja korporativnih financija, računajući od datuma početka do datuma Klijentove odluke o odustajanju od Transakcije.

Visinu Naknada za naše profesionalne usluge procijenili smo uz pretpostavku da neće biti nikakvih većih problema u okončanju Transakcije, kao i da će ona biti okončana u relativno kratkom roku (otprilike tri do četiri mjeseca). U suprotnome, Naknade mogu biti uvećane temeljem obračuna po našim standardnim satnicama.

6. STANDARDNI UVJETI POSLOVNE SURADNJE

Klijent potvrđuje da je pročitao priložene Standardne uvjete poslovne suradnje iz Priloga 1., koji su sastavni dio Ugovora, kao i svoj neopoziv pristanak na njih. Klijent osobito potvrđuje svoju suglasnost s odredbama iz članka 1.5., drugog podstavka članka 4.6. te članka 4.8., 6. i 8.2. Standardnih uvjeta poslovne suradnje iz Priloga 1. koje uređuju ograničenje odgovornosti. U slučaju razilaženja između Standardnih uvjeta i uvjeta Ugovora, prednost se daje Ugovoru.

7. OSTALE USLUGE

Porezni savjet

Predmet Ugovora ne obuhvaća davanje poreznih savjeta. Tijekom provedbe Ugovora može se javiti potreba za pomoći u vidu savjeta o poreznim posljedicama transakcije. U tom slučaju, veliki su izgledi da će trebati dati savjete složene naravi koji će nalagati posebno ugovaranje uvjeta i naknada između vas kao Klijenta i Deloitteova Odjela za porezno savjetovanje (i to na temelju vaše odluke da zahtjev za savjet uputite našem Odjelu za porezno savjetovanje).

Usluge podrške nakon transakcije

Svjesni smo da će u razdoblju nakon okončanja Transakcije biti još brojnih pitanja za čije rješavanje će biti potrebna pomoć stručnjaka. Kao vaši financijski savjetnici, nastojimo izgraditi dugoročan i stalan profesionalan odnos s vama, koji će nam omogućiti da uspješno pridonesemo rastu vašeg poslovanja nakon refinanciranja.

8. SUGLASNOST S UVJETIMA

Ako, nakon razmatranja odredaba ovog Ugovora, zaključite da su one opravdane u kontekstu svih čimbenika koji se odnose na ovaj angažman i naše predloženo imenovanje te nas želite angažirati u skladu s tim uvjetima, izrazite svoju pisanu suglasnost s Ugovorom njegovim potpisom i vraćanjem priloženog primjerka nama.

9. OVLAŠTENI POTPISNICI

Svaki potpisnik Klijenta stavljanjem svojeg potpisa na predviđeno mjesto izjavljuje da je ovlašten sklopiti ovaj Ugovor, kao i samostalno sklapati transakcije i poslove opisane, odnosno predviđene u Ugovoru radi realizacije bilo koje Transakcije iz Ugovora, odnosno obratiti se osobama ovlaštenima za njihovo sklapanje.

10. PRESTANAK UGOVORA

Strane zaključuju Ugovor 16. ožujka 2021. na neodređeno vrijeme. Ugovor prestaje vrijediti isključivo u slučajevima navedenim u nastavku, ovisno o tomu koji nastupi ranije:

a) okončanje Transakcije i/ili

b) otkazivanje Ugovora u pisanom obliku, pri čemu obje ugovorne strane imaju pravo otkazati ugovor dostavom pisane obavijest o otkazu ugovora i uz otkazni rok od 5 dana koji počinje teći nakon što druga strana primi obavijest o otkazu Ugovora ili

c) trenutni raskid sa strane Klijenta nakon što Deloitte od Klijenta primi obavijest o trenutnom raskidu Ugovora u kojoj se kao razlog otkaza navodi Deloitteova gruba nepažnja u ispunjenju njegovih obveza iz Ugovora o kojoj je Deloitte već ranije obaviješten i nije ju otklonio u uzajamno dogovorenom roku, koji ne može biti kraći od 15 dana, odnosno

d) Deloitte ima pravo otkazati cijeli Ugovor ili neki njegov dio bez otkaznog roka uz pisanu obavijest Klijentu ako utvrdi (a) da je državno, regulatorno ili strukovno tijelo ili tijelo sa zakonskim ovlastima donijelo nov zakon, novu uredbu, novi propis, novo tumačenje ili novu odluku ili izmjene i dopune bilo kojeg od njih, a temeljem kojih bi

provedba bilo kojeg dijela ugovora postala nezakonitom ili suprotna mjerodavnim odredbama, odnosno neovisnosti ili pravilima struke, ili (b) da je došlo do promjene okolnosti, što uključuje, među ostalim, vlasnika Klijenta ili bilo kojeg njegovog povezanog subjekta, koji može biti trgovačko društvo ili neki drugi subjekt koji nije fizička osoba („Povezani subjekt") i nad kojim Klijent posredno ili neposredno ima, odnosno kontrolu, uslijed koje bi Deloitteova provedba bilo kojeg dijela ugovora postala nezakonita, odnosno suprotna mjerodavnim odredbama, načelu neovisnosti ili pravilima struke.

Smatra se da su ispunjene sve obveze plaćanja iz članka 5. Ugovora, sva prava i sve obveze strana iz ovoga Ugovora prestaju s datumom njegovog prestanka, izuzev odredaba koje se odnose na naknadu štete, tajnost, mjerodavno pravo i rješavanje sporova, koje po svojoj naravi ostaju na snazi i nakon prestanka Ugovora.

U slučaju da neka transakcija bude okončana u roku od 12 mjeseci od datuma prestanka Ugovora, Deloitte ima pravo od Klijenta dobiti naknadu za uspješno okončanje transakcije iz članka 5. Ugovora, osim u slučaju da Klijent ili Deloitte Ugovor otkažu iz razloga navedenog u podstavku d) ovoga članka.

11. MJERODAVNO PRAVO I UGOVORENA NADLEŽNOST

Na ovaj Ugovor primjenjuje se hrvatsko pravo. Ugovorne strane obvezuju se, prije nego što se obrate sudu, sve sporove, nesuglasice ili pritužbe u vezi s Ugovorom, što uključuje zahtjeve za prijebojem, tražbine po bilo kojem računu ili zaračunatom iznosu, kao i protuzahtjeve, nastojati riješiti mirnim putem. Sporove koje ugovorne strane ne uspiju riješiti mirnim putem rješavaju nadležni sudovi u Hrvatskoj.

12. ZAVRŠNE ODREDBE

Ovaj Ugovor sastavljen je na engleskom jeziku, koji je ujedno jezik na kojem će biti isporučene ugovorene Usluge.

Ugovor je cijeli sporazum ugovornih strana o projektu koji je predmet Ugovora i zamjenjuje sve prethodne dogovore između ugovornih strana. Ugovor se smije mijenjati samo putem pisanih izmjena i dopuna koje se označavaju rednim brojevima uzlazno i moraju ih potpisati osobe ovlaštene za zastupanje ugovornih strana.

Ovaj Ugovor postaje važeći i počinje proizvoditi pravne posljedice nakon što ga potpišu obje ugovorne strane i obvezujuć je za njihove pravne sljednike.

Ugovor je sačinjen u dva (2) jednako vrijedna primjerka, od kojih svaka ugovorna strana dobiva jedan primjerak.

S poštovanjem

Zlatko Bazianec

/potpis nečitljiv/

Direktor

Deloitte Savjetodavne Usluge d.o.o.

Priložena kopija

/okrugli pečat društva Deloitte Savjetodavne Usluge d.o.o./

Strogo privatno i povjerljivo

potvrđujem da ste ovlašteni za provedbu angažmana sukladno prethodno navedenim uvjetima.

/potpis nečitljiv/ /pečat subjekta DIV GRUPA d.o.o./

Debeljak, **direktor**

subjekt **DIV Grupa d.d.:**

.....

Strogo privatno i povjerljivo

/Deloitte/

Prilog 1.

STANDARDNI UVJETI POSLOVNE SURADNJE

DEFINICIJE

Primatelji, vi	znači jednog ili više primatelja Ugovora, uključujući Klijenta. Ako uz Klijenta nema drugih Primatelja, svako spominjanje Primatelja tumači se kao da se odnosi na Klijenta.
Korisnik	je druga osoba (a) za koju smo zajedno s Primateljem potvrdili da ima korist od ugovorenih Usluga i Predmeta isporuke i na njih se oslanja pod uvjetima Ugovora i (b) s kojom smo se temeljem pisanog sporazuma dogovorili o primjeni dužne pozornosti u provedbi ugovorenih Usluga.
Klijent	je strana ili strane definirane kao Klijent u članku 1. Ugovora o preuzimanju angažmana. Ako je više takvih strana, upućivanja na Klijenta iz ovih uvjeta se, prema potrebi, navode u množini.
Klijentovi dokumenti	znače dokumente koje treba sastaviti Klijent sam ili u suradnji sa svojim savjetnicima, a uz našu pomoć, ali za koje isključivu odgovornost snosi Klijent.
Ugovor	obuhvaća ovaj Ugovor, priloge i Uvjete poslovne suradnje.
Voditelj obrade podataka	znači voditelja obrade odnosno voditelja obrade podataka prema definiciji iz Propisa o zaštiti osobnih podataka.
Propisi o zaštiti osobnih podataka	odnose se na sljedeće i druge važeće zakone: (a) nacionalne zakone kojima je prenesena Direktiva o privatnosti i elektroničkim komunikacijama (Direktiva 2002/58/EZ), (b) Opća uredba o zaštiti podataka (2016/679) i (c) druge slične nacionalne zakone o zaštiti privatnosti.
Isporuke	proizvodi projekta koji mogu obuhvatiti savjete i pomoć, pisane materijale, proizvode ili Klijentove dokumente, kako su utvrđeni u Ugovoru o preuzimanju angažmana.
Deloitte, mi	Deloitte Savjetodavne Usluge d.o.o.
Deloitteove strane	su svi subjekti, uključujući Deloitte, koji su članovi globalne mreže krovne organizacije Deloitte Touche Tohmatsu Limited (skraćeno DTTL) i njihovi ovisni subjekti, prednici, sljednici, cesionari i podizvođači te svi punopravni partneri, pridruženi partneri, principali, članovi, vlasnici, direktori, zaposlenici i zastupnici.
Ugovor o preuzimanju angažmana	znači Ugovor o preuzimanju angažmana kojeg su ovi Uvjeti poslovne suradnje sastavni dio.
Troškovi	neposredni troškovi, uključujući putne troškove, smještaj i dnevnice te robu i usluge kupljene u ime Klijenta.

Naknade	naše naknade definirane Ugovorom o preuzimanju angažmana, uvećane za PDV, prema potrebi.
Osobni podaci	svi osobni podaci (kako su definirani u Propisima o zaštiti osobnih podataka) koji se obrađuju u sklopu, odnosno u vezi s pružanjem Usluga.
Izvršitelj obrade podataka	izvršitelj obrade odnosno izvršitelj obrade podataka (prema definiciji iz Propisa o zaštiti osobnih podataka).
Proizvodi	znače dokumente ili druge rezultate dobivene zajedničkim radom našeg i vašeg osoblja kod kojih odgovornost za iz njih izvedene odluke i prosudbe snosi vaše osoblje.
Primatelj	znači fizičku ili pravnu osobu, državni organ, državnu agenciju ili drugi organ s javnim ovlastima, kojima se dostavljaju osobni podaci (prema definiciji iz Propisa o zaštiti osobnih podataka).
Usluge	usluge u području korporativnih financija, koje su detaljnije predstavljene u Ugovoru o preuzimanju angažmana te svim dodacima i prilozima.
Uvjeti poslovne suradnje	Uvjeti poslovne suradnje definirani ovim Prilogom.
Transakcija	ako je to primjenjivo, transakcija ili predložena transakcija opisana u Uvodu Ugovora.
Isporuke	Isporuka s Deloitteovom oznakom u obliku izvješća ili pisma.

1 **CIJELI UGOVOR**

1.1 Cijeli ugovor između Primatelja i Deloittea kako je utvrđen u predmetnom ugovoru. Ništa o čemu se razgovaralo prije vašeg potpisivanja Ugovora o preuzimanju angažmana nije dovelo do sklapanja Ugovora niti je njegov sastavni dio, što uključuje, ali nije ograničeno na ugovore o tajnosti zaključene s vama, a koji, ako postoje, ovime prestaju važiti, osim ako Ugovorom nije izričito drukčije utvrđeno. Nijedna osoba nije ovlaštena ugovarati izmjene i dopune Uvjeta poslovne suradnje ili Ugovora, osim u pisanom obliku i uz našu obostranu pisanu suglasnost.

1.2 Ako je Deloitte već započeo svoje poslove, na primjer, prikupljanje informacija, planiranje projekta ili davanjem prvih savjeta, Klijent je suglasan da Ugovor stupa na snagu s početkom tih poslova.

1.3 Definicije sadržane u ovim Uvjetima poslovne suradnje, Ugovoru o preuzimanju angažmana i svim njihovim dodacima i prilozima imaju isto značenje u cijelom ovom Ugovoru. U okolnostima koje nisu izričito obuhvaćene Ugovorom primjenjuju se Standardni uvjeti. U slučaju razilaženja Standardnih uvjeta i uvjeta Ugovora, prednost se daje Ugovoru.

1.4 Ako se zaključi da je bilo koja odredba ovog Ugovora nezakonita, ništava ili neizvršiva u cijelosti ili djelomično, predmetna odredba ili njezin dio neće dovesti do toga da ostale odredbe ne ostanu u cijelosti važeće i proizvode pravne učinke.

Ugovorne strane i ustupanje

1.5 Ovo je ugovor između vas i Deloittea. Suglasni ste da ugovorni odnos zasnivate isključivo s Deloitteom kao subjektom s kojim ste ugovorili pružanje Usluga. Unatoč činjenici da određene Usluge u okviru Ugovora može provesti osoblje koje su Deloitteu ustupile druge Deloitteove strane na temelju ugovora o pružanju usluga ili drugih ugovora, Klijent se slaže da nijedna Deloitteova strana, uključujući njihove partnere, osoblje ili zaposlenike (uključujući Deloitteove partnere, osoblje ili zaposlenike) (osim Deloittea) neće imati obveza prema Klijentu i da Klijent neće podnijeti nikakav zahtjev ili pokrenuti nikakav postupak (ugovorom, protupravnim postupanjem, povredom zakonske obveze ili na drugi način te uključujući, ali ne ograničavajući se na, zahtjev za naknadu štete uzrokovane nepažnjom) na bilo koji način u pogledu ovog Ugovora ili u vezi s njim protiv bilo koje Deloitteove strane (uključujući Deloitteove partnere, osoblje ili zaposlenike) (osim Deloittea) ili bilo kojeg podizvođača kojeg Deloitte može angažirati za pružanje Usluga. Izuzeće Deloittea iz prethodne odredbe ne primjenjuje se na odgovornost po osnovi tužbenog zahtjeva ili postupka po osnovi navodnih prijevarnih radnji ili drugih oblika odgovornosti koji ne mogu biti isključeni prema mjerodavnom pravu.

1.6 U skladu s Ugovorom, nijedna ugovorna strana nije agent, distributer, poslodavac, partner, opunomoćenik, sudionik u zajedničkom pothvatu, suvlasnik ili zastupnik druge stranke, osim ako je to konkretno navedeno u Ugovoru. Svaka ugovorna strana nastupa kao samostalni ugovaratelj. Nadalje, ovaj Ugovor ne čini nijednu ugovornu stranu zakonskim zastupnikom ili opunomoćenikom druge ugovorne strane niti se njime uspostavlja partnerstvo ili zajednički pothvat.

1.7 Nitko od nas ne može prenijeti ili na bilo koji drugi način proslijediti Ugovor bez prethodnog izričitog pisanog pristanka druge strane; međutim, možemo prenijeti Ugovor na bilo koju Deloitteovu stranu (osim podizvođača koji nije Deloitteova strana), uključujući sve sljednike našeg poslovanja. Deloitte može povjeriti pružanje svih Usluga iz ovog Ugovora bilo kojoj drugoj Deloitteovoj strani i/ili bilo kojoj trećoj strani.

Prava trećih strana

1.8 Ni jedna osoba potpisnica ovoga Ugovora koja nije Deloitteova strana ili Deloitteov podizvođač nema nikakvo pravo prisilne provedbe ni jednog ugovorenog uvjeta.

1.9 Ugovor se smije mijenjati bez suglasnosti trećih.

[illegible] USLUGE, OBVEZE I ODGOVORNOST PREMA VAMA

[illegible] naših usluga i Isporuke iz ovog Ugovora, s našom odgovornošću za iste, opisani su u Ugovoru o [illegible] angažmana. Deloitte će uložiti razumne napore da Usluge isporuči u rokovima utvrđenima u Ugovoru [illegible] angažmana ili na druge načine dogovorene između ugovornih strana. Osim ako u pisanom obliku nije [illegible] drukčije utvrđeno, svi datumi za pružanje Usluga, bez obzira na to je li ih odredio Deloitte ili Klijent, okvirne [illegible] nisu ugovorno obvezujući.

[illegible]

[illegible] Deloitte smatra da osobe zadužene za angažman moraju nastaviti raditi na predmetnom angažmanu do [illegible] završetka. Ipak, prema potrebi, Deloitte zadržava pravo promijeniti pojedine članove tima, ali će o takvim [illegible]ama pravodobno obavijestiti Klijenta te će trenutačne članove tima zamijeniti isključivo stručnjacima sa [illegible] stupnjem stručnog i tehničkog iskustva.

[illegible]anjanje **na dobivene informacije, odluke i odobrenja**

[illegible] Suglasni ste s našim pravom da se oslanjamo na sve nama dostavljene informacije te na vaše odluke i [illegible]orenja u pogledu naših Usluga te da imamo pravo pretpostaviti da su sve takve nama dostavljene informacije, [illegible]ovisno o izvoru, istinite, potpune i ne dovode u zabludu te da je njihovo dostavljanje Deloitteu odobreno. Nećemo [illegible] odgovorni za posljedice nedozvoljenih, nepotpunih, netočnih ili nevažećih informacija koje su nam dostavljene [illegible] vrijeme pružanja Usluga.

Tablični prikazi i računalni modeli

2.4 Pri pružanju Usluga, Deloitte se može pozvati na tablice ili modele (zajednički „Modeli") koje Klijent pruža Deloitteu ili na koje se Deloitte, u skladu sa zahtjevom Klijenta, mora osloniti („Modeli Klijenta") ili koje je Deloitte razvio ili inače upotrebljava u vezi s Uslugama („Modeli Deloittea"). Svi takvi modeli imaju svoja ograničenja i ne moraju nužno dati valjane rezultate u svim mogućim kombinacijama ulaznih varijabli, tako da mogu sadržavati nezapažene postojeće ili potencijalne pogreške. Osim ako je drukčije dogovoreno Ugovorom:

a) nismo dužni pregledati, testirati niti otkrivati eventualne pogreške u Modelima Klijenta i

b) nemamo obvezu dostaviti vam primjerak bilo kojeg Deloitteova modela za vašu uporabu.

U nekim slučajevima može biti od pomoći da vam radi praktičnosti dostavimo primjerak jednog Deloitteova modela ili više njih kao objašnjenje ili ilustraciju Usluga ili s njima povezanih savjeta. Ako pristanemo na to, svaki takav model izrađuje se isključivo za našu internu uporabu i u vezi s našim pružanjem Usluga i savjeta za vrijeme razdoblja Ugovora, a ne kao samostalna Isporuka. Slijedom toga, ne ograđujući se od Usluga i Isporuka iz ovoga Ugovora, ako vam dostavimo bilo koji naš model, to ne znači nikakvu našu izjavu, nikakvo naše jamstvo ni obvezu, izričitu ili prešutnu, niti da time preuzimamo odgovornost za točnost, primjerenost svrsi, adekvatnost, potpunost ili opravdanost korištenja bilo kojeg našeg modela za vaše vlastite potrebe. Prije nego što počnete upotrebljavati bilo koji naš ili vaš model ili se oslanjati na njega, savjetujemo vam da ih podvrgnete odgovarajućoj provjeri.

Zaštita osobnih podataka

2.5 Informacije o obradi osobnih podataka:

Ugovorne strane su suglasne da će Osobni podaci, proslijeđeni od strane Klijenta, članova njegova osoblja ili zastupnika, biti obrađivani od strane Deloittea kao voditelja obrade podataka za ili u svezi sa sljedećim svrhama:

(i) pružanja Usluga, (ii) poštivanja odredaba mjerodavnih zakonskih i podzakonskih ili strukovnih propisa, (iii) odgovaranja na zahtjeve nadležnih tijela i komunikaciju s njima, (iv) administrativnih poslova koji se odnose na Ugovor, financijsko-knjigovodstvene poslove, usklađivanje s internim aktima i analizu rizika te održavanje odnosa s

[illegible] uporabe sustava i aplikacija (vanjskih ili internih) za svrhu usluga informacijske tehnologije i [illegible] sustava („Svrhe").

[illegible] podaci mogu obuhvaćati podatke koji se odnose na Klijentove predstavnike, osoblje, članove projektnog [illegible] dobavljače i ugovaratelje, kao i Osobne podatke uključene u informacije koje je Deloitte stekao u vezi s [illegible].

[illegible] navedene u ovom stavku, Osobni podaci smiju se davati i/ili prenositi Primateljima Osobnih podataka [illegible] uključujući voditelje zbirke osobnih podataka i izvršitelje obrade) kao što je to navedeno u Izjavi o zaštiti privatnosti [illegible]. Prijenosi Osobnih podataka mogu obuhvaćati prijenose Osobnih podataka izvan Europskog gospodarskog [illegible] (EGP-a), ali samo pod uvjetom da su ispunjene pravne obveze propisane Zakonodavstvom u području [illegible] podataka.

2.6 Odredba 2.5. sažetak je važeće Deloitteove Izjave o zaštiti privatnosti („Izjava o zaštiti privatnosti") i ne [illegible] cijeli tekst Izjave o zaštiti privatnosti, koji je dostupan na poveznici: https://www2.deloitte.com/ce/en/pages/about- deloitte/articles/deloitte-ce-privacy-statement-for-clients.html. Pod uvjetom da to ne dovodi do nesrazmjernog napora, Klijent osigurava da se pažnja ispitanika (relevantnih članova osoblja, predstavnika, ugovaratelja i klijenata) skrene na Izjavu o privatnosti.

2.7 Zadržavanje podataka: Dokumentacija koja se odnosi na preuzimanje obveze, uključujući Osobne podatke zadržava se u razdoblju od 10 godina nakon isteka ugovornog odnosa ili kako je propisano relevantnim propisima o sprječavanju pranja novca ili drugim mjerodavnim zakonima i propisima.

2.8 Ugovorne se strane obvezuju u obradi Osobnih podataka poštivati odredbe Propisa o zaštiti osobnih podataka. Klijent potvrđuje da je sve Osobne podatke koje je dostavio Deloitteu prikupio na zakonit, pošten i transparentan način.

3. DUŽNOSTI I ODGOVORNOSTI KLIJENTA

3.1 Vi ste odgovorni za utvrđivanje opsega Usluga prema svojim potrebama.

3.2 Naše pružanje Usluga, raspored, iznos naših Naknada i Troškova ovise o točnosti i potpunosti pretpostavki sadržanih u Ugovoru o preuzimanju angažmana. Klijent pristaje obavijestiti nas ako smatra da je bilo koja od navedenih pretpostavki nerealistična iz bilo kojeg razloga.

3.3 Obveza je Klijenta povesti računa o tome da njegovo osoblje koje sudjeluje u provedbi Ugovora posjeduje odgovarajuće vještine i iskustvo. Ako neka Klijentova osoba ne odradi svoj dio posla kako se od nje zahtijeva, Klijent se obvezuje zamijeniti tu osobu ili odrediti dodatno osoblje na Deloitteov zahtjev.

3.4 Klijent je suglasan s davanjem Deloitteu svih informacija potrebnih za pružanje ugovorenih Usluga. U tom smislu, ugovorne strane suglasne su s time da se Deloitte ne smatra informiranim na temelju (1) prethodnih angažmana ili (2) informacija objavljenih na unutarnjim ili vanjskim web-mjestima ili forumima za razmjenu elektroničkih podataka, tako da se sve informacije koje su bitne za Usluge iz ovoga Ugovora moraju dati izravno timu na angažmanu, čak i ako su nam prethodno dostavljene u sklopu nekog drugog ugovora ili ugovorenog posla, odnosno dostupne na službenim web-mjestima ili drugim forumima za razmjenu elektroničkih podataka kojima imamo pristup. Napominjemo da, ako u Ugovoru nije drukčije utvrđeno, Usluge koje Deloitte obavlja nisu revizija niti neki drugi oblik testiranja ili verificiranja informacija koje su nam dostavljene tijekom pružanja ugovorenih Usluga.

3.5 Ako nam kao Klijent dajete informacije ili dokumentaciju koja je namijenjena trećima ili se za njih izdaje, ili nam je dostavljena radi provjere, a namijenjena je trećima i materijalno je značajna u kontekstu bilo koje transakcije ili problematike povezane s predmetom Ugovora, potvrđujete da je svaka takva informacija, uključujući mišljenja, i svaki takav dokument koji nam jest ili bude dostavljen u vaše ime, istinit, točan, potpun i ne navodi na pogrešne

[illegible] da svako mišljenje, svaka nakana ili svako očekivanje u dokumentima odgovara istinskim namjerama i [illegible]anjima i da je utemeljeno te da ne postoje bitne činjenice koje nisu u njima obznanjene, kao i da ćete nas [illegible]estiti o svakoj okolnosti koja može utjecati na iskazani položaj, odnosno o svakoj naknadnoj spoznaji da je došlo [illegible] promjena. U svakom slučaju, obvezujete se poduzeti korake koje Deloitte opravdano zatraži radi ispravka bilo [illegible]jave ili objavljene dokumentacije.

[illegible] U slučaju da nam je potrebna pomoć pri pružanju Usluga, Klijent će (i) smjesta donijeti odluke i smjesta [illegible] odobrenja uprave; (ii) odobriti potpuni i brzi pristup svojim ljudima i poslovnim prostorima te ljudima i [illegible]nim prostorima povezanih društava, kao i svim ostalim savjetnicima povezanim s angažmanom i potrebnom [illegible]kom administracijom; (iii) smjesta ishoditi odobrenja, licencije i uvjerenja o sigurnosnoj provjeri (uključujući [illegible] odobrenja, licencije i uvjerenja o sigurnosnoj provjeri koja se odnose na treće strane, Deloitteovo osoblje i [illegible]vođače); te (iv) obavješćivati Deloitte o svim prijedlozima i novostima u pogledu poslovanja relevantnog za [illegible]ge. Klijent je suglasan s time da je isključivo odgovoran za vođenje svih aspekata svog poslovanja, donošenje [illegible]ka i upravljanje svim računovodstvenim sustavima, sustavima unutarnjih kontrola ili sustavima informiranja [illegible]odstva.

[illegible] Klijent se obvezuje pravodobno obavijestiti Deloitte o svim ponudama, svakom razvoju događaja i drugim [illegible]anjima o kojima stekne saznanja, a koja su po njegovom mišljenju bitna za Usluge, odnosno Transakciju.

3.8 Klijent je suglasan s time da je isključivo odgovoran za (a) donošenje svih prosudba i odluka uprave te preuzimanje svih odgovornosti uprave; (b) imenovanje pojedinca, idealno pripadnika višeg rukovodstva, kao osobe odgovorne za Klijentove odluke i nadzor Usluga; (c) osiguravanje nadzora Usluga i ocjenu prikladnosti i rezultata Usluga; (d) prihvaćanje odgovornosti za mjere, ako postoje, koje je potrebno poduzeti zbog rezultata Usluga.

3.9 Kada Klijent informacije, materijale ili druge oblike pomoći u pružanju Usluga daje posredstvom trećih ili angažira druge dobavljače čiji posao može utjecati na našu sposobnost izvršenja i isporuke ugovorenih Usluga, on odgovara za upravljanje tim osobama, njihovim radom i rezultatima njihovog rada, što uključuje pravodobnost i kvalitetu njihovih informacija, materijala, odnosno drugih oblika pomoći i njihovog rada.

3.10 Klijent je svjestan i suglasan s time da uspješnost naših Usluga ovisi o pravodobnom i efektivnom okončanju poslova za koje ste zaduženi prema Ugovoru, kao i o pravodobnom donošenju odluka i davanju odobrenja koji su Klijentova obveza. Deloitte ima pravo osloniti se na Klijentove odluke, suglasnosti i odobrenja koje se odnose na ugovorene Usluge i Transakciju te postupati po njima.

3.11 Klijent isto tako snosi odgovornost za plaćanje Deloitteovih Naknada i Troškova iz ovoga Ugovora.

Pravni i drugi stručni savjeti

3.12 Ugovorene Usluge mogu se odvijati istodobno s Uslugama vaših pravnih ili drugih savjetnika koji i inače rade za vas. U vezi s izvršenjem Deloitteovih Usluga, može se javiti potreba da Deloitte pregleda informacije koje su pripremili Klijentovi pravni i drugi savjetnici, ali Deloitte nije ovlašten davati nikakve pravne ni druge stručne savjete. Svaki ugovor i sporazum ishod je pregovora između strana koje ga sklapaju te ovime Klijent potvrđuje da je sam dužan pribaviti odgovarajuće pravne i druge stručne savjete te donijeti odluku o tomu je li ste u svim okolnostima spreman prihvatiti bilo koji prijedlog ugovora ili sporazuma.

Publicitet

3.13 Imenovanje Deloittea prema ovom Ugovoru je pravni posao iz područja privatnog prava. Svaki savjet dan Primateljima i, prema potrebi, predočen drugim osobama tajne je naravi. Klijent se obvezuje da neće sam, kao ni putem bilo kojeg svog povezanog subjekta, što uključuje i) vaše ovlaštenike, direktore, zaposlenike, predstavnike i zastupnike i ii) ovisna društva, eventualna holding-društva, kao i njihova ovisna društva te njihove ovlaštenike, direktore, zaposlenike, predstavnike i zastupnike, odnosno svaku osobu koja s vama surađuje, bez Deloitteove prethodne pisane suglasnosti poduzimati nikakve bitne korake ili radnje u vezi s objavljivanjem bilo kojeg

[illegible] bilo koje tvrdnje ili komunikacije s bilo kojom osobom, uključujući vlasnike, koja se odnosi na neku [illegible] ili neko pitanje povezano s ugovorenim poslom, niti tražiti ili poticati njihovo objavljivanje. Ako [illegible] tvrdnje ili komunikacija iz prethodnog stavka iz nekog razloga dospiju u javnost, Klijent je suglasan s time [illegible] ima pravo objaviti prema vlastitoj procjeni onoga što je u njegovom interesu bez pozivanja Deloittea [illegible]nost.

[illegible] UZAJAMNE OBVEZE I ODGOVORNOSTI

[illegible]

[illegible] Ugovorne strane suglasno se uzajamno obvezuju sve informacije koje imaju jedna o drugoj i povjerljive su [illegible] ili su pisano, odnosno usmeno označene kao takve, što uključuje i ovaj Ugovor te sve informacije koje se [illegible]se na ugovoreni posao ili su izvedene tijekom obavljanja ugovorenog posla, bilo prije, bilo nakon potpisivanja [illegible]ora ili za vrijeme kroz koje Ugovor ima pravnu snagu („Povjerljive informacije") (i) čuvati kao tajne, (ii) [illegible]enjivati isključivo u vezi s pružanjem, odnosno primanjem ugovorenih Usluga, odnosno za potrebe vođenja [illegible] svog uredskog poslovanja i (iii) ne davati ih trećima bez prethodne pisane suglasnosti druge ugovorne strane. [illegible]vedene obveze ne vrijede za informacije koje postanu dostupne javnosti na neki drugi način, koje je bilo koja [illegible]govorna strana imala prije početka ugovorenih Usluga ili prije nego što su označene kao povjerljive, kao ni za one [illegible]je su zakonito stečene od trećih strana koje ne podliježu obvezi čuvanja tajnosti informacija ili koje je primatelj [illegible]amostalno izveo. Deloitteov tim neće bez prethodne suglasnosti Primatelja drugim osobama u Deloitteu koje su [illegible]gažirane na poslovima za druge klijente pružiti bilo kakve informacije povjerljive naravi o predmetu angažmana.

4.2 Obje ugovorne strane imaju pravo obznaniti tajne informacije svojim pravnim savjetnicima i) radi zaštite svojih legitimnih interesa i ii) poštivanja obveza propisanih odredbama zakona, pravila struke ili regulatornih zahtjeva. Klijent se obvezuje naknaditi sve troškove koji nastanu za Deloitte pri usklađivanju s uvjetima objave u pogledu Usluga nametnutih tijekom bilo kakvih sudskih postupaka ili zakonodavnih postupaka koji ne obuhvaćaju veliko potraživanje ili postupke protiv Deloittea, pod uvjetom da Deloitte smjesta o tomu obavijesti Klijenta i, ako je to opravdano ili zakonski moguće, prije otkrivanja informacija.

4.3 Klijent je suglasan s time da Deloitte Povjerljive informacije dijeli s bilo kojom Deloitteovom stranom i bilo kojim Podizvođačem ili više njih koji sudjeluju u pružanju Usluga (ili općenito kao pomoć u uredskoj administraciji), pri čemu se podrazumijeva da će oni s Povjerljivim informacijama postupati u skladu s odredbama Ugovora. Ništa iz ovoga Ugovora ne sprječava Deloitte da informacije dijeli, odnosno upotrebljava interno ili s drugim Deloitteovim stranama za druge svrhe radi razmjene iskustva i vještina opće namjene a koji su upotrijebljeni, stečeni ili su nastali pružanjem Usluga, uz primjenu prikladnih mjera za očuvanje tajnosti klijenta.

4.4 Osim ako Ugovorom nije izričito drukčije regulirano, Klijent ovlašćuje Deloitteove strane za stupanje u kontakt, odnosno sastajanje s bilo kojom drugom osobom s kojom trebaju stupiti u kontakt u vezi s provedbom Ugovora, odnosno na zahtjev Klijenta. Deloitteove strane mogu tim osobama za potrebe ugovorenih poslova dati sve informacije koje su stekle tijekom obavljanja ugovorenih poslova, neovisno tome jesu li su one tajne ili ne, i ne odgovaraju za njihovu kasniju primjenu.

4.5 Klijent dopušta Deloitteu upućivanje na usluge pružene Klijentu u budućim prijedlozima, pismima preporuke i sličnim dokumentima i, pri tomu, služenje njegovim nazivom i logotipom te općenito opisivanje projekta.

4.6 Ako se ugovoreni posao odnosi na neku postojeću ili predloženu transakciju, Klijent je svjestan toga da Deloitte i/ili neka druga Deloitteova strana, što uključuje konkurentne ponuditelje, prodavatelje, ciljni subjekt ili neku drugu osobu zainteresiranu za predmetnu transakciju, možda već jest pružala, trenutno pruža ili će možda u budućnosti drugim osobama pružati druge Usluge u vezi s predmetnom transakcijom ili nekom s njom povezanom transakcijom, što uključuje, ali nije ograničeno na dubinsko snimanje, izražavanje uvjerenja ili porezno savjetovanje, osim Usluga financijskog savjetovanja u području korporativnih financija. Druge osobe iz prethodnoga stavka, koje

[illegible] budući klijenti Deloittea ili neke Deloitteove strane, mogu imati, a vjerojatno i imaju interese [illegible] vašim interesima ili su u sukobu s njima.

[illegible] da tim koji pruža ugovorene Usluge neće dobiti nikakve informacije koje su drugi timovi Deloittea [illegible] njegove strane stekle pružanjem usluga trećim stranama u pogledu predmetne transakcije ili povezane [illegible] koju se primjenjuje obveza tajnosti prema tim trećim osobama, niti vam takve informacije dati ili ih [illegible] u vašu korist, čak i ako je riječ o informacijama koje mogu biti ili doista jesu relevantne za Usluge. Suglasni [illegible] da protiv Deloittea i/ili njegovih strana nećete pokretati nikakve tužbene zahtjeve te da oni neće odgovarati [illegible] štete i gubitke u vezi s pružanjem Usluga drugima u skladu s ovim člankom ili zbog toga što vam nisu dali [illegible] koje su stekli pružajući takve Usluge.

[illegible] ovoga članka ne utječe na našu obvezu postupanja sukladno važećim strukovnim standardima, kao ni na naše [illegible] koje ste tiču čuvanja tajnosti kako su utvrđene u članku 4.1.

[illegible] dio ovog Ugovora neće spriječiti ili odvratiti bilo koju Deloitteovu stranu, uključujući Deloitte, od pružanja [illegible] drugim klijentima (uključujući usluge koje su istovjetne ili slične Uslugama) ili od uporabe ili dijeljenja u bilo [illegible] svrhu bilo kakvog znanja, iskustva ili vještina upotrijebljenih, stečenih ili nastalih tijekom pružanja Usluga (u [illegible] s obvezama povjerljivosti podataka sadržanim u ovom Ugovoru), čak i ako su interesi tih drugih klijenata [illegible] interesima Klijenta.

Sukobi interesa

4.7 Naša je praksa da, prije nego što prihvatimo poslove, u određenim okolnostima provjeravamo postojanje sukoba interesa. Deloitteove strane pružaju brojne različite profesionalne usluge klijentima, stoga ne možemo biti sigurni da ćemo na vrijeme prepoznati sve situacije u kojima može postojati sukob s interesima Klijenta. Molimo vas da nas obavijestite o mogućem sukobu interesa koji bi utjecao na predmetni angažman čim o tome steknete saznanja.

Elektronička komunikacija

4.8 Ugovorne strane suglasne su s mogućnošću i pravom komuniciranja elektroničkom poštom, što uključuje i internetsku komunikaciju. Nadalje, Klijent potvrđuje da Deloitteovom osoblju radi djelotvornosti i učinkovitosti rada u prostorijama Klijenta može biti potreban pristup mrežama Klijenta radi, na primjer, pristupa Deloitteovim aplikacijama i sustavima. Ugovorne strane ovime suglasno utvrđuju da je internetska komunikacija po svojoj prirodi nesigurna i da je moguće iskrivljavanje podataka, kašnjenje u isporuci poruka, neisporučivanje poruka, te da mogu biti prikladni i drugi načini komuniciranja. Osim toga, internet je podložan širenju računalnih virusa. Slične opasnosti prijete i pri Deloitteovu pristupu svojim sustavima s pomoću Klijentovih mreža. Ugovorne strane potvrđuju da su im poznate opasnosti i rizici te vrste, te je svaka dužna zaštititi vlastite sustave i interese, bez uzajamne odgovornosti za eventualne gubitke, štete ili propuste uslijed uporabe elektroničke pošte ili interneta kao oblika komunikacije ili povezivanja osoblja ugovornih strana s mrežama ugovornih strana, odnosno pristupa istima, bilo po ugovornoj osnovi, po osnovi građanskopravnog delikta ili nekoj drugoj osnovi. Izuzeće od odgovornosti iz ovoga članka ne primjenjuje se na odgovornost za elektroničke poruke upućene na netočnu adresu uslijed nemara.

Intelektualno vlasništvo

4.9 Deloitte je nositelj autorskih, patentnih i ostalih prava intelekutalnog vlasništva (dalje u tekstu: „Prava") izravno ili neizravno povezanih s Uslugama. Vlasnička prava povezana s Uslugama prenesena su ili će se prenijeti Klijentu. Deloitte nije suglasan s bilo kakvim uvjetima koji su osmišljeni na način da ograničuju njegovo pravo da za sebe ili druge razvije materijale koji su usporedivi ili slični onima koji su nastali kao posljedica pružanja Usluga, bez obzira na njihovu sličnost Proizvodima, u skladu s obvezama povjerljivosti izloženima u nastavku.

4.10 Deloitte Klijentu pruža sveobuhvatnu, neprenosivu, u potpunosti plaćenu licenciju, a tantijema (licencijska naknada) je uključena u naknadu dogovorenu Ugovorom, za uporabu svih materijala dostavljenih Klijentu ili nastalih

[illegible] pružanja Usluga u skladu s posebnim uvjetima ovog Ugovora i osobito uvjeta propisanih odredbom 5. ovog [illegible]

[illegible] Klijent se obvezuje čuvati u tajnosti sve metode i tehnologije koje je Deloitte primjenjivao u obavljanju [illegible]

[illegible] Neovisno o eventualnim suprotnim odredbama iz Ugovora, Klijent je svjestan da Deloitte i njegovi [illegible] mogu u vezi s pružanjem ugovorenih Usluga steći opće iskustvo, vještine, opća znanja i zamisli koje će [illegible] djelatnicima ostati u pamćenju. Klijent je suglasan s time da bilo koja Deloitteova strana upotrijebi i objavi [illegible] općenito iskustvo, vještine, znanje i ideje bez zadrške.

[illegible] Klijent će isto tako imati pravo pristupa Deloitteovim tehnologijama te služenje njima samo u svrhu uživanja [illegible] i nijednu drugu svrhu, u skladu s Klijentovim slaganjem s odredbama licencija koje su primjenjive na takve Deloitteove tehnologije, u skladu sa obavijestima Deloittea. Deloitte je vlasnik te će ostati nositelj svih prava intelektualnog vlasništva i drugih vlasničkih prava svih vrsta u pogledu Deloitteovih tehnologija koje se upotrebljavaju ili razvijaju u vezi s Ugovorom.

4.14. „Deloitteove tehnologije" su sva znanja i softver, sučelja sustava, predlošci, metodologije, ideje, koncepti, tehnike, alati, postupci i tehnologije, uključujući internetske tehnologije i algoritme koji su u vlasništvu bilo koje Deloitteove strane, za koje je bilo koja Deloitteova strana izdala licenciju ili koje je Deloitte razvio te koje upotrebljavaju Deloitte i njegovi Podizvođači pri pružanju Usluga ili izvršavanju drugih obveza.

5. ISPORUKE

Nacrti i usmena komunikacija

5.1 U izvođenju zaključaka moguće je da s vama usmeno razmjenjujemo ideje ili vam dostavimo nacrte naših Isporuka (kako su utvrđene u Ugovoru o preuzimanju angažmana) na unos vaših komentara. Navedeno činimo imajući u vidu da se Klijent neće oslanjati ni na kakve nacrte ili usmene komentare ili savjete do trenutka dok ne budu u svom konačnom obliku i pisano potvrđeni kao konačni Proizvodi ili Isporuke. Sukladno tome, ne snosimo nikakvu odgovornost ako Klijent odluči djelovati ili se suzdržati od djelovanja na temelju bilo kojeg nacrta ili usmenog zapažanja ili savjeta. Ako se Klijent želi osloniti na Deloitteova usmena zapažanja ili savjete ili postupiti u skladu s njima, obavijestite nas o tome kako bismo ih mogli ugraditi u konačne verzije Isporuka. Nadalje, Deloitte Klijentu Isporuke može dostaviti u obliku nacrta, elektroničkom i u papirnatom obliku te je moguće postojanje više primjeraka i verzija na različitim medijima. U slučaju razilaženja, potpisana papirnata verzija krajnje Isporuke je konačna.

5.2 Osim ako je Ugovorom drukčije propisano, Klijent se slaže da će se smatrati da je on prihvatio sve Proizvode ili Isporuke (i pružene Usluge ili njihov relevantan dio) njihovom dostavom u konačnom obliku ili kada Klijent prvi put iskoristi Proizvode, ovisno o tomu koji od dvaju događaja prije nastane.

Uporaba Isporuka

5.3 Isporuke, kao i svi savjeti i sve preporuke koje Deloitte da Klijentu namijenjeni su isključivo Klijentu i isključivo za svrhe utvrđene u Ugovoru i ne smiju se upotrijebiti ni za koje druge svrhe, niti citirati ili spominjati u bilo kojem dokumentu, umnožavati ili davati, bilo u cijelosti, bilo djelomice, drugima bez naše izričite prethodne pisane suglasnosti.

Uporaba Proizvoda i Klijentovih dokumenata

5.4 Klijent ima pravo predočiti i objaviti Proizvode i Klijentove dokumente (uključujući sve izmjene i dopune) koji su pripremljeni za njega i njemu dostavljeni temeljem ovoga Ugovora, uz uvjet da pri tome bez Deloitteove izričite pisane suglasnosti ni na koji način ne povezuje Deloitte ni njegovo osoblje te nijednu Deloitteovu stranu s Proizvodom koji je objavio te nijednim njegovim dijelom ili bilo čime što je iz njega izvedeno, što uključuje, ali nije

[illegible] na uporabu Deloitteova imena, njegovih žigova, logotipova i/ili oznaka branda, ali ih nema pravo [illegible] licencirati ili na neki drugi način prenositi, što uključuje u njima sadržana prava. U obavljanju ugovorenih [illegible] Deloitte ima pravo dijeliti Klijentove dokumente u Klijentovo ime.

[illegible] Osim ako u Ugovoru nije izričito drukčije navedeno, ni jedna osoba osim Klijenta ne smije se oslanjati na [illegible] Proizvode i/ili iz njih izvedene informacije i Deloitte ne preuzima nikakvu odgovornost prema osobi kojoj [illegible] i/ili Proizvodi predočeni ili u čije ruke su dospjeli.

[illegible] **nakon datuma izdavanja Isporuka**

[illegible] Deloitte nije dužan ažurirati ni jednu Isporuku na način da u nju ugradi događaje nakon dovršetka Ugovora, [illegible] ako drukčije nije utvrđeno u Ugovoru, datum isporuke ili potpisivanja konačne Isporuke, odnosno konačnog [illegible]oda, odnosno datum realizacije Transakcije za druge predmete isporuke, niti je dužan pratiti valjanost i [illegible]jerenost Isporuka Klijentovoj svrsi.

[illegible]avijesti i **objave**

[illegible] Deloitte može biti obvezan obavijestiti nadležna tijela o određenim vrstama sporazuma i prijedlozima za [illegible]ovu provedbu. Odluku o takvoj obavijesti, njezino vrijeme i sadržaj Deloitte donosi na temelju svojeg [illegible]krecijskog prava. Međutim, Deloitte može obavijestiti Klijenta ako namjerava podnijeti takvu obavijest ili ju je već [illegible]dnio pod uvjetom da Deloitte smatra da je to relevantno za pružanje Usluga. Deloitte može biti obvezan [illegible]avijestiti i nadležna tijela strana u predmetnim sporazumima. Klijent isto tako, sukladno istom zakonodavstvu, [illegible] može biti obvezan dostaviti obavijesti o takvim sporazumima. U slučaju postojećih ili budućih zakona ili propisa u [illegible]ilo kojoj zakonodavnoj nadležnosti kojima se zahtijevaju objave u pogledu Deloitteovih Usluga, Deloitte postupa u [illegible]kladu s predmetnim zahtjevima. Kako bi se izbjegla svaka dvojba, ništa u ovom Ugovoru ne sprječava bilo koju [illegible]ugovornu stranu da objavi Isporuke (ili njihove nacrte) bilo kojem nadležnom poreznom ili drugom javnom tijelu pod [illegible]uvjetom da je strana obvezna objaviti predmetne Isporuke (ili njihove nacrte) zbog mjerodavnog zakonodavstva, [illegible]rješenja ili odluke relevantnog poreznog ili drugog javnog tijela.

6. ODGOVORNOST

6.1 Deloitte se obvezuje ugovorene Usluge pružiti uz primjenu dužne pozornosti urednog i savjesnog gospodarstvenika.

6.2 Svaka ugovorna strana je odgovorna za štetu koju je prouzročila drugoj ugovornoj strani povredom svojih obveza iz Ugovora u skladu s mjerodavnim propisima. Deloitte odgovara Klijentu za sve Usluge pružene, odnosno koje trebaju biti pružene temeljem ovoga Ugovora, uključujući Usluge koje izvrše Deloitteove strane. U skladu s time, u najvećoj mogućoj mjeri prema mjerodavnom pravu, (a) nijedna Deloitteova strana (osim Deloittea) nema obveza prema Korisnicima; (b) Klijent neće podnijeti nikakav zahtjev ili pokrenuti postupak bilo kakve prirode (ugovorom, protupravnim postupanjem, povredom zakonske obveze ili na drugi način te uključujući, ali ne ograničavajući se na, zahtjev za naknadu štete uzrokovane nepažnjom) na bilo koji način u pogledu ovog Ugovora ili u vezi s njim protiv bilo koje Deloitteove strane (osim Deloittea); te (c) Klijent će isto tako osigurati da nijedan drugi član Skupine klijenata koji nije strana u Ugovoru ne podnese nikakav zahtjev ili pokrene postupak bilo kakve prirode (ugovorom, protupravnim postupanjem, povredom zakonske obveze ili na drugi način te uključujući, ali ne ograničavajući se na, zahtjev za naknadu štete uzrokovane nepažnjom) na bilo koji način u pogledu ovog Ugovora ili u vezi s njim protiv bilo koje Deloitteove strane. Nijedan pojedinačni partner ili zaposlenik neće preuzeti bilo kakvu odgovornost (uključujući odgovornost u osobnom svojstvu) za Usluge pružene u skladu s ovim Ugovorom. Klijent potvrđuje da neće podnijeti nikakav zahtjev protiv bilo kojeg Deloitteova pojedinačnog partnera i zaposlenika jer Deloitte odgovara Klijentu za djela i propuste u pogledu Usluga pruženih u skladu s uvjetima ovog Ugovora.

6.3 Unatoč prethodnoj odredbi 6.2., Deloitte (uključujući njegove agente), u skladu s ovim Ugovorom, odgovara Klijentu isključivo za namjerne propuste ili krajnju nepažnju te je predmetna obveza prikladna, primjerena i

[illegible]rna s obzirom na Deloitteov udio u krivnji. Najveći ukupni iznos štete koji Deloitte može biti obvezan platiti [illegible] za sve povrede ovog Ugovora, osim povreda zbog Deloitteova namjernog propusta, neće premašivati stvarne [illegible]de Deloittea navedene u nastavku. Ugovorne strane izražavaju svoju izričitu suglasnost da smatraju takvu [illegible]podjelu rizika za povrede ovog Ugovora propisanu u prethodnoj rečenici ove odredbe prikladnom i [illegible]arajućom prirodi obveza Deloittea u okviru ovog Ugovora.

[illegible] Deloitte ne odgovara za štetu nastalu kao posljedica Klijentove uporabe Deloitteovih Isporuka ili savjeta za [illegible]e drukčije od onih utvrđenih u Ugovoru.

[illegible].2 Deloitte neće snositi odgovornost za naknadu štete Klijentu ako je šteta nastala zbog podnošenja Deloitteu [illegible]nih ili nepotpunih informacija ili dokumentacije odnosno informacija ili dokumentacije koja navodi na pogrešan [illegible]rag ili zbog djela ili propusta osobe koja nije Deloitte, osim ako bi, na temelju ispitivanja koje uobičajeno provode [illegible]avjetnici u okolnostima obuhvaćenima opsegom Usluga i s obzirom na činjenicu da Deloitte ne provodi provjere, [illegible]eloitte mogao opravdano zaključiti da su informacije lažne, nepotpune ili navode na pogrešan trag.

6.3.4 Osim ako relevantnim zakonima nije zabranjeno, Deloitteova ukupna odgovornost po bilo kojoj osnovi, bilo to ugovornoj, protupravnoj (uključujući, bez ograničenja, nepažnju), građanskopravnoj ili drugoj prema Korisnicima za sve Gubitke koji proizlaze iz ovog Ugovora i Transakcije ili su s njima u bilo kakvoj vezi ne premašuju iznos Naknade koju je Deloitte u stvarnosti primio.

6.3.5 Ako postoji više Korisnika ugovorenih Usluga, ograničenje Deloitteove ukupne odgovornosti iz 2. stavka ovoga članka raspoređuje se na sve Korisnike. Drugi korisnici obvezuju se da neće osporiti valjanost, pravne učinke ili izvršivost te odredbe pozivajući se na nepostojanje podjele obeštećenja ili na to da je tako podijeljen iznos neopravdano nizak za bilo kojeg od korisnika.

6.3.6 Deloitte ni po kojoj osnovi, uključujući ugovornu, zakonsku, građanskopravnu osnovu i nemar, ne odgovara Klijentu za (i) štetu koju je Klijent pretrpio po osnovi tužbenih zahtjeva trećih, (ii) izgubljenu dobit, izgubljeni goodwill, izgubljenu poslovnu priliku ili izgubljene predviđene uštede, gubitak ili iskrivljavanje podataka, izgubljene prihode ili uzalud utrošeno vrijeme rukovoditelja ili osoblja, ili (iii) eventualne neizravne štete koje je Klijent pretrpio („Isključene štete"), neovisno o tome jesu li ugovorne strane o njima imale, odnosno trebale imati saznanja ili ne, kao i neovisno o tome tko ih je prouzročio.

6.4 Deloitte nije dužan prihvatiti niti prihvaća dužnost i odgovornost prema bilo kojoj drugoj osobi osim prema Klijentu. Nijedna Deloitteova strana ne odgovara za gubitke i štetu koju su pretrpjeli treći zbog uporabe ili oslanjanja na Deloitteove Isporuke ili savjete i preporuke.

6.5 Ništa iz Ugovora ne isključuje niti ograničava ili sprječava podizanje tužbenog zahtjeva po osnovi odgovornosti za prijevaru ili druge oblike odgovornosti koje nije moguće zakonom ograničiti ni isključiti. Ako izuzimanje od odgovornosti drugih Deloitteovih strana iz članka 1. stavka 5. i članka 6. stavka 2. Ugovora iz bilo kojeg razloga ne vrijedi, na njih se primjenjuju odredbe o ograničenju odgovornosti iz ovoga članka kao da su u njima spomenuti.

6.6 Kad je riječ o preporukama ili savjetima koje je Deloitte Klijentu pružio u nastavku, Deloitte nije odgovoran za način na koji takvu preporuku ili savjet Klijent ustvari iskoristi, osim ako je taj način sastavni dio preporuke ili savjeta. Deloitte nije odgovoran za bilo koju odluku koju Klijent donese na temelju Deloitteova pružanja Usluga izloženih u nastavku.

6.7 Osim ako i u mjeri u kojoj je pravomoćnom sudskom odlukom (uključujući zaključak bilo koje žalbe) utvrđeno da su gubitci nastali uslijed prijevare koju je počinila bilo koja Deloitteova strana, Klijent pristaje platiti odštetu i osloboditi odgovornosti Deloitteove strane za sve gubitke i štete koji su nastali pri obrani i rješavanju (uključujući izvršavanje sudske odluke o dodjeli naknade štete) bilo kojeg zahtjeva, tužbe, potraživanja ili postupka

[illegible]anje") bilo koje treće strane koji na bilo koji način proizlazi u vezi s ovim Ugovorom, bez obzira na to temelji [illegible] Potraživanje na optužbi za Deloitteovu nepažnju.

[illegible] Nijedna stranka ne može podnijeti tužbu, bez obzira na oblik, u pogledu Ugovora ili Usluga nakon više od [illegible] godina nakon nastanka razloga tužbe u skladu s mjerodavnim pravom, osim ako je primjenjivo obvezno [illegible] koje, prema mjerodavnom pravu Ugovora, nije moguće ograničiti.

[illegible] **NAKNADE I TROŠKOVI**

[illegible] Sva se potraživanja od Klijenta u okviru ovog Ugovora plaćaju bankovnim prijenosom, na temelju faktura [illegible] je Deloitte izdao u trenutku utvrđenom u Ugovoru ili najkasnije nakon što se Usluge i/ili Proizvodi prihvate, na [illegible] naveden na predmetnoj fakturi te se mogu platiti nakon dostavljanja ili na datum dospijeća faktura naveden [illegible]om Ugovoru. Svi računi koje izdaje Deloitte izdaju se u obliku porezne isprave.

7.2 Troškovi se zaračunavaju u visini stvarno nastalih troškova. Troškovi te vrste mogu obuhvatiti putne troškove, troškove smještaja, dnevnice, troškove pribavljanja informacija propisanih odredbama mjerodavnih zakona i propisa, sudskih presuda i naloga ili po nalogu regulacijskih tijela, kao i troškove dostave isprava i materijala trećima na zahtjev naručitelja te sve druge nuzgredne troškove u vezi s Uslugama nastale nakon što su one pružene.

7.3 Sve naknade i svi troškovi iz Ugovora plativi su u cijelosti, bez odbitaka po osnovi eventualnih poreza, drugih davanja i troškova po bilo kojoj osnovi, koje sve plaća platitelj, odnosno plaćaju se za njegov račun i u njegovo ime. Prethodno navedene naknade iskazane su bez poreza na dodanu vrijednost, koji će se obračunati na iznos naknade s datumom izdavanja računa i za koji će se obračunati iznos naknade uvećati. Ako je Deloitte obveznik plaćanja poreza na dobit ili drugih poreza i davanja, Društvo je suglasno s time da Deloitteu naknadi cijeli iznos plaćen po toj osnovi.

7.4 Procjena naknade temelji se na Deloitteovoj procjeni rada koji se odnosi na ugovorene poslove, uzimajući u obzir pretpostavke iz Ugovora. Osim ako su se ugovorne strane drukčije sporazumjele Ugovorom (ili zasebnim ugovorom o naknadi na koji se upućuje u Ugovoru), naknade se mogu izmijeniti ako se Usluge pokažu složenijima ili vremenski zahtjevnijima od očekivanog. Deloitte se obvezuje Klijenta obavijestiti ako smatra da postoji vjerojatnost da će naknade biti više od procijenjenih.

7.5 Procjena naknade za profesionalne usluge pretpostavlja da imamo potpun i brz pristup Klijentovim poslovnim prostorima, direktorima, osoblju i savjetnicima relevantnim za Usluge u svako opravdano vrijeme. Nadalje, ona pretpostavlja da ćete osigurati standardni radni prostor za naše ljude bez naknade, prikladno radno okruženje i povremene usluge tajničke potpore, fotokopirne uređaje i računala te pristup telefonu, telefaksu i modemima.

7.6 Ako u Ugovoru ili eventualno potpisanom sporazumu o naknadi za Usluge koje se njime ugovaraju nije drukčije navedeno, naknade za profesionalne Usluge fakturiraju se mjesečno, uz završni obračun po dovršetku ugovorenih Usluga. Računi su plativi u roku od 14 dana, računajući od datuma izdavanja računa koji je naveden na računu. U slučaju spora oko fakturiranog iznosa, Klijent je dužan platiti nesporni iznos. Suglasni ste s time da Deloitte ima pravo zaračunati zateznu kamatu na dospjele iznose, uključujući troškove u iznosu od 10 % godišnje. Ako Deloitte snosi bilo kakve troškove u pogledu naplate ili pravne troškove povezane sa zakašnjelim plaćanjem naknada za profesionalne usluge, predmetni se troškovi Klijentu naplaćuju u zasebnom računu. Deloitte, bez ograničenja svojih prava ili pravnih rješenja, ima pravo obustaviti ili prekinuti pružanje Usluga u cijelosti ili djelomično ako se iznos ne podmiri u roku od trideset (30) dana od izdavanja fakture.

7.7 Osim ako je drukčije navedeno u Ugovoru (ili zasebnom ugovorom o naknadi na koji se upućuje u Ugovoru), Deloitte ima pravo na sve Naknade i Troškove nastale do datuma prekida ovog Ugovora iz bilo kojeg razloga.

OPĆI UVJETI POSLOVANJA

aliteta usluge

1 Ako u bilo kojem trenutku ocijenite da je moguće unaprijediti Usluge koje vam se pružaju ili ste nezadovoljni
c kojim vidom Usluga, obratite se partneru zaduženom za pružanje s vama ugovorenih Usluga. Ovo je ugovor o
žanju usluga. Deloitte jamči da će Usluge pružiti u dobroj vjeri i uz primjenu pažnje dobrog stručnjaka te u
većem mogućem zakonskom opsegu poriče davanje svih drugih izravnih ili implicitnih jamstava.

iša sila

8.2 Nijedna ugovorna strana nije odgovorna ni za kakva kašnjenja u ispunjavanju svojih obveza ili nemogućnost
spunjavanja svojih obveza sadržanih u Ugovoru zbog uzroka izvan njezine razumne kontrole, uključujući (bez
ograničenja) rat, pobune, zlonamjerna djela oštećenja, požar, radnje bilo kojeg državnog ili javnog tijela, kvar javne
električne mreže, neizvršenje ili kašnjenja u izvršenju obveza podizvođača izvan njezine razumne kontrole ili
nedostupnosti materijala.

8.3 Ako je bilo koja od stranaka spriječena ispuniti svoje obveze zbog bilo kojeg od prethodno navedenih
razloga, ona će o tome obavijestiti drugu ugovornu stranu te će druga ugovorna strana, ako je to moguće, odobriti
razumno produljenje roka za izvršenje Ugovora. Ako viša sila potraje dulje od tri mjeseca, obje ugovorne strane imaju
pravo raskinuti Ugovor.

Odvojivost spornih odredaba

8.4 Ako neko mjerodavno tijelo utvrdi da je bilo koja odredba Ugovora ništavna, nevažeća ili neprovediva prema
važećim zakonima, prisilnim ili drugim propisima, takva odredba smatra se izuzetom iz Ugovora bez utjecaja na ostale
odredbe, koje u cijelosti ostaju na snazi, uz uvjet da je riječ o odredbi koja ne proizlazi iz odredbe, sadržaja ili okolnosti
u okviru kojih je zaključena, u kom slučaju se ne smije izdvojiti od preostalih odredaba Ugovora. U tom se slučaju
ugovorne strane obvezuju zaključiti izmjene i dopune Ugovora koje će imati jednaki ili najbliži mogući pravni učinak
ništavnoj, nevažećoj, odnosno neprovedivoj odredbi.

*Ja, **Dunja Perić**, stalna sudska tumačica za engleski i talijanski jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-564/2020 od 2. lipnja 2020., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

Br. ovjere: 11-2022

Zagreb, 25. svibnja 2022.

STALNI SUDSKI TUMAČ ZA ENGLESKI I TALIJANSKI JEZIK
DUNJA PERIĆ
mag. engl. i tal. jezika
ZAGREB

Deloitte.

STRICTLY PRIVATE AND CONFIDENTIAL

Deloitte Savjetodavne Usluge d.o.o.
ZagrebTower
Radnička cesta 80
10000 Zagreb
Croatia
OIB: 69797026382

Tel: +385 (0) 1 2351 900
Fax: +385 (0) 1 2351 999
www.deloitte.com/hr

Mr. Tomislav Debeljak
Chief Executive Officer
DIV Grupa d.o.o.
Bobovica 10A
10430 Samobor
OIB: 33890755814

16 March 2021

Dear Mr. Debeljak,

Engagement Letter - Debt advisory services (Project "Bolt")

1. INTRODUCTION

We, Deloitte Savjetodavne Usluge d.o.o. ("Deloitte"), are writing to set out the terms on which we offer to act for you, as your exclusive financial advisor, for the purpose of assiting you with proposed fund raising of EUR 30m for DIV Grupa d.o.o. (the "Client") and proposed fund raising of up to EUR 40m for Brodograđevna industrija Split d.d., (the "Client") both referred to hereafter as the "Transaction" and to set out all matters upon which we will give advice.

The terms are set out in this letter together with the enclosed "Standard Terms and Conditions" (the "Terms of Business") set out in Appendix 1. If not defined in this letter, terms or expressions which are capitalised have the meaning set out in the section headed "Definitions" in the Terms of Business.

It is our understanding that the Client is considering the fund raise of EUR 30m in order to to refinance portion of existing loans as well as for the general corporate purposes. Furthermore, the Client is seeking to leverage an experienced financial advisor, who should facilitate the debt raising effort and coordinate a competitive financing process in order to secure best terms available.

2. OUR SERVICES AND RESPONSIBILITIES

2.1 The Engagement Team

Deloitte intends to establish a project team which is dedicated to this engagement and which is managed and supported by our most experienced senior professionals. The Project Team will involve:

- Mr. Darko Stanisavić, Partner, Financial Advisory CE South (Engagement Partner)
- Mr. Luka Vesnaver, Partner, Financial Advisory CE South (Quality Assurance Partner)
- Mr. Ante Salopek, Manager, Financial Advisory CE South (Engagement Manager)
- Mr. Vjeran Buljan, Senior Associate, Financial Advisory CE South (Team Member)

The company was registered at Zagreb Commercial Court: MBS 080509041; paid-in initial capital: Kn 20,000.00; Board Members: Eric Daniel Olcott and Zlatko Bazianec; Bank: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, bank account no. 2340009-1110172409; SWIFT Code: PBZGHR2X IBAN: HR43 2340009110172409.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited ("DTTL"), its global network of member firms, and their related entities (collectively, the "Deloitte organization"). DTTL (also referred to as "Deloitte Global") and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. DTTL does not provide services to clients. Please see www.deloitte.com/en/about to learn more.

© 2021. For information, contact Deloitte Croatia.

The team will also consist of various junior staff members and administrative support personnel as deemed necessary by Deloitte.

These people, together with the staff working on this engagement, comprise the Engagement Team.

2.2 **Scope of our Services**

The scope of our Services and our responsibilities are set out in the rest of this Article and in Clauses 2 and 4 of the Terms of Business.The Services provided are not binding on tax or other governmental or regulatory authorities or the courts and do not constitute a representation, warranty, or guarantee that tax or other governmental or regulatory authorities or the courts will concur with any of our conclusions.

Our work programme will be divided into a number of stages, some of which may run concurrently. These stages are as follows:

Stage 1 – Support in the preparation and distribution of the client's branded information pack to the potential lenders for both Div grupa d.o.o. and Brodograđevna industrija split d.o.o.

Stage 2 – Support in negotiations with the lenders alongside the client.

Stage 3 – Support in discussions with the lenders related to the agreements.

We are not responsible for carrying out due diligence on the Client or for providing specialist or technical advice (for example, on legal or taxation matters) or services which you have agreed to provide or procure or would usually provide or procure. For the avoidance of doubt any services provided by any other division of Deloitte (such as work to be carried out by our Tax, Audit or Reporting Accountants teams) shall be subject to a separate engagement letter/fee arrangement.

We are authorised by you to do anything which is reasonably necessary either to carry out our services pursuant to the engagement (including acting as your agent or through agents) or to comply with any applicable laws, rules, regulations, authorisations, consents or practice as may reasonably be appropriate or may be reasonably required from a financial advisor. You agree to ratify and confirm everything lawfully and reasonably done in the exercise of such discretion.

3. CLIENT'S RESPONSIBILITIES

3.1 **Client's Responsibilities**

In connection with the provision of the Services, we refer you to clauses 3 and 4 of the Terms of Business. These confirm your responsibility for the provision of information and decision-making in connection with the Services we are to provide.

Unless we agree otherwise, you are responsible for arranging for the provision to you of the services of other advisers including lawyers, reporting accountants, stockbrokers, tax advisers, valuers and consultants. We may require access to and may rely on any advice they may provide for which you and those advisers will be solely responsible. We will not be responsible for the work of such other professional advisers. If such services are required by you, you will consult with us regarding the appointment of these advisers. The fees of these advisers and any other third parties will be the responsibility of the Client.

4. CONFIDENTIALITY AGREEMENTS

In performing this engagement, it will be necessary for us to release certain information confidential to you e.g. the lenders pack to potential investors or lenders.

We will not release such information to any third parties until they have signed a confidentiality agreement in a form acceptable to you. The content of the agreement and the approval of any amendments proposed

by the third parties will be your responsibility. Deloitte does not provide legal advice, and we would therefore recommend that, if you have not already done so, you instruct lawyers to assist you with the drafting of the confidentiality arrangements and their agreement with third parties.

You will have sole responsibility for enforcement of any of the confidentiality arrangements.

5. FEES AND EXPENSES

Fees will be as follows:

Stage 1 A Fixed Fee of €30,000 payable as follows:

- 50% at signing of the Engagement Letter (15,000 EUR);
- 50% upon distribution of lenders pack to potential lenders (15,000 EUR);

Stage 2 Monthly retainer for support in due diligence discussions and negotiations with lenders of €8,000/month; due at the end of each month, following the distribution of lenders pack to the lenders, for maximum period of 5 months.

Stage 3 A Fixed Fees of €100,000 and €180,000 payable as follows:

- Fixed fee of €100,000, due and payable upon disbursement of the lenders' funds to Div grupa d.o.o. Fee will be payable if the financing raised exceeds at least €10,000,000.
- Fixed fee of €180,000, due and payable upon disbursement of the lenders' funds to Brodograđevna industrija Split d.o.o. Fee will be payable if the financing raised exceeds at least €10,000,000.

All fees are payable in local currency Croatian kuna (HRK) based on the exchange rate published by Croatian National Bank on date of the invoice.

The aforementioned fees exclude out-of-pocket expenses and costs incurred in direct relation to the provision of services, specifically travel, accommodation, and communication expenses which are to be charged in addition to the above presented fees. The aforementioned fees furthermore exclude expenses charged by third parties in relation to set-up and operation of a virtual data ro

Expenses and VAT will be added to these Fees as appropriate.

It should be noted that our Fees are structured to allow you to finance them largely from the funds raised.

If we withdraw from the Transaction, no Fee is applicable or whatever is appropriate.
In the event that you decide to withdraw from the Transaction before reaching the end of Phase 1, an "abort fee" equivalent to our time costs determined at our normal professional rates for corporate finance work will be charged from the date of commencement to the date you decide to withdraw.

Our Fees have been estimated assuming a relatively trouble-free and short run to completion (circa three to four months). If this proves not to be the case, our Fees may be increased accordingly based on our standard hourly rates.

Private and Confidential

6. STANDARD TERMS AND CONDITIONS

Client has read and irrevocably accepts the attached schedule of Standard Terms and Conditions contained in Appendix 1 which forms an integral part of this Engagement Letter. The Client expressly acknowledges and agrees with the provisions of Clauses 1.5, 4.6 second paragraph, 4.8, 6 and 8.2 of the Standard Terms and Conditions contained in Appendix 1 limiting the liability for damage. In case of discrepancies between the Standard Terms & Conditions and the terms of the Engagement Letter itself, the provisions of the Engagement Letter shall prevail.

7. OTHER SERVICES

Tax Advice

This engagement does not include the provision of tax advice. In due course, you may require assistance with advising on the tax implications of the transaction. The provision of such advice is likely to be complex and will be subject to the agreement of separate terms and fees between you and Deloitte's Tax department (on the basis that you decide to instruct our tax department to provide such advice).

Post Completion

We recognise that there are many issues that will arise in the period following completion which will require professional input. As your financial advisers we are looking to build a long term and ongoing professional relationship, so that we can help your business to grow successfully following the financing.

8. AGREEMENT TO THE TERMS

If, having considered the provisions of this Contract, you conclude that they are reasonable in the context of all the factors relating to the engagement and our proposed appointment and you wish to engage us on these terms, please confirm your written acceptance of this Contract by signing and returning the attached copy.

9. AUTHORISED SIGNATURE

Each of the Client signatories signing below warrants and represents that he/she is authorised to enter into this Engagement and that he/she is authorised (or has access to the persons authorised) to enter into the Transactions as described and contemplated by the Engagement for the purposes of completing any Transaction as contemplated herein.

10. TERMINATION

This Engagement Letter has been entered into by the parties on 16.03.2021. for an indefinite period of time. This Engagement Letter shall terminate only upon the occurrence of the earlier of the following:

a) completion of the Transaction; and/or

b) termination of this Engagement Letter by notice; each party may terminate this Engagement Letter by notice served on the other party with a notice period of *5 days* which shall start to run upon the receipt of the notice by the other party; or

c) By Client with immediate effect upon receipt by Deloitte of written notice of Client specifying an event of gross negligence of Deloitte in the performance of Deloitte's responsibilities as described hereunder which has previously been communicated to Deloitte and not corrected within a mutually agreed period of time (which can not be shorter than 15 days) by Deloitte; or

d) Deloitte may terminate this Contract, in whole or in part, with immediate effect upon written notice to the Client if Deloitte determines that (a) a governmental, regulatory, or professional entity, or other entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Deloitte's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its Affiliates being any company, partnership or other legal entity (other than a natural person) which from time to time directly or indirectly controls, is controlled by or is under the common control with, Client ("Affiliate") such that Deloitte's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules.

Subject to all payment obligations under Article 5 of this Engagement Letter having been fulfilled, all rights and obligations of the parties under this Engagement Letter shall cease to be effective upon the termination hereof, with the exception of the provisions hereof relating to indemnification, confidentiality, governing law and resolution of disputes which shall survive any termination of this Engagement Letter.

In the event that a Transaction is completed within 12 months of the date of termination of this Engagement Letter, then Deloitte shall be entitled to receive from the Client the Success Fees as provided for in Article 5 of this Engagement letter, unless the Engagement Letter was terminated by the Client pursuant to point c) above or by Deloitte.

11. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by, and interpreted and construed in accordance with Croatian law. The parties undertake to amicably settle all disputes (including claims for set off, claims related in any invoice or invoiced amount and counterclaims), disagreements or complaints arising from the realisation of this Contract before it is lodged with the court. In the case the parties cannot settle the disputes amicably, the dispute shall be settled by the courts in Croatia.

12. FINAL PROVISIONS

This Engagement Letter will be executed in English and the services will be delivered in the English Language.

This Engagement Letter constitutes the entire agreement between the parties with respect to the engagement and supersedes any previous agreements between the parties. Modification of this letter shall be possible only in the form of written amendments, numbered in ascending order, expressly referring to this Engagement Letter and signed by authorised representatives of the parties.

This Engagement Letter shall become valid and effective upon its signature by both parties and it shall be binding upon their legal successors as well.

This Engagement Letter has been executed in two (2) counterparts and each party shall receive one counterpart.

Yours faithfully,

Zlatko Bazianec
Director
Deloitte Savjetodavne Usluge d.o.o.

Deloitte Savjetodavne Usluge d.o.o.
Radnička cesta 80
10 000 Zagreb

On copy attached:

I hereby confirm that you are authorised to carry out this engagement in accordance with the terms set out above.

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
OIB: 5[illegible]0755814

Signed: .....

Tomislav Debeljak, Chief Executive Officer

6

For and on behalf of DIV Grupa d.o.o.

Date: .....

Deloitte

Appendix 1

STANDARD TERMS AND CONDITIONS

DEFINITIONS

"Addressees", "you"	The addressee(s) of the Engagement Letter (including the Client). If there are no Addressees other than the Client, references to the "Addressees" or "you" are to be read as references to the Client.
"Beneficiaries"	Those other persons (if any) who (a) we and the Addressees have agreed may have the benefit of and rely on the Services and Deliverables on the terms of the Contract and (b) to whom we have agreed to assume a duty of care in respect of the Services under written arrangements with them.
"Client"	The party or parties defined as the Client in Article 1 of the Engagement Letter. Where there is more than one such party, references to "Client" in these Terms of Business includes the plural where appropriate.
"Client Documents"	Documents to be prepared by you or by a combination of you and your advisers with our assistance, but where you retain sole responsibility for the document.
"Contract"	The Engagement Letter, any appendices, enclosures and the Terms of Business.
"Controller"	A controller or data controller (as defined in the Data Protection Legislation).
"Data Protection Legislation"	The following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679); and (c) any other similar national privacy law.
"Deliverables"	Outputs of your Project, which may include advice and assistance, Written Deliverables, Products or Client Documents, as specified in the Engagement Letter.
"Deloitte", "we"	Deloitte Savjetodavne Usluge d.o.o.
"DTTL Parties"	All entities (including Deloitte) that are members of the Deloitte Touche Tohmatsu Limited worldwide network ("DTTL") and each of their subsidiaries, predecessors, successors, assignees and subcontractors, and all partners, Client, members, owners, directors, employees and agents of all such entities.
"Engagement Letter"	The engagement letter which incorporates these terms.
"Expenses"	Out-of-pocket expenses which include travel costs, accomodation, subsistence, and goods and services purchased on the Client's behalf.
"Fees"	Our fees as defined under the Engagement Letter, plus VAT where applicable.
"Personal Data"	Any personal data (as defined in the Data Protection Legislation) processed as part of or in relation to the Services.
"Processor"	A data processor or processor (as defined in the Data Protection Legislation).
"Products"	Documents or other outputs prepared jointly by a combination of our personnel working together with your own and in which your personnel retain responsibility for the decisions and judgements underlying them.

The company was registered at Zagreb Commercial Court: MBS 080509041; paid-in initial capital: Kn 20,000.00; Board Members: Eric Daniel Olcott and Zlatko Bazianec; Bank: Privredna banka Zagreb d.d., Radnička cesta 50, 10 000 Zagreb, bank account no. 2340009-1110172409; SWIFT Code: PBZGHR2X IBAN: HR43 2340009110172409.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited ("DTTL"), its global network of member firms, and their related entities (collectively, the "Deloitte organization"). DTTL (also referred to as "Deloitte Global") and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. DTTL does not provide services to clients. Please see www.deloitte.com/en/about to learn more.

© 2021. For information, contact Deloitte Croatia.

"Recipient"	A natural or legal person, public authority, agency or another body, to which the personal data are disclosed (as further defined in the Data Protection Legislation).
"Services"	The corporate finance services, details of which are set out in the Engagement Letter and any appendices and enclosures.
"Terms of Business"	The terms of business set out in this Appendix.
"Transaction"	Where applicable, the transaction or proposed transaction described in the Introduction to the Engagement Letter.
"Written Deliverables"	A Deloitte-branded Deliverable in the form of a Deloitte report or letter.

1 THE CONTRACT BETWEEN US

1.1 The whole of the contract between the Addressees and Deloitte is described in the Contract. Nothing we discussed prior to your signature of the Engagement Letter induced, nor forms part of, the Contract (including but not limited to any confidentiality agreements which, if any, you agree are terminated hereby) unless it is specifically set out in this Contract. No-one is authorised to agree any variations in the Terms of Business or the Contract unless these variations are documented and agreed in writing between us.

1.2 If we have already started work (e.g. by gathering information, project planning or giving initial advice) then you agree that this Contract applies retrospectively from the start of our work.

1.3 The definitions set out in these Terms of Business, the Engagement Letter and any appendices or enclosures shall have the same meaning throughout this Contract. In circumstances where an occurrence is not covered by the Engagement Letter expressly, the Standard Terms & Conditions will apply. In case of discrepancies between these Standard Terms & Conditions and the terms of the Engagement Letter itself, the provisions of the Engagement Letter shall prevail.

1.4 If any provision of this Contract is determined to be illegal, void or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Contract but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

Contracting parties and assignment

1.5 This Contract is between you and Deloitte. You agree that your relationship is solely with Deloitte as the entity contracting with you to provide the Services. Notwithstanding the fact that certain Services under the Contract may be carried out by personnel provided to Deloitte from other DTTL Parties through service or other agreements, you agree that none of the DTTL Parties, including their partners, personnel or employees (including Deloitte partners, personnel or employees) (except Deloitte) will have any liability to you and that you will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DTTL Parties, including their partners, personnel or employees (including Deloitte partners, personnel or employees) (except Deloitte) or any subcontractors that we may use to provide the Services. The foregoing exclusion does not apply to any liability, claim or proceeding founded on an allegation of fraud or other liability that cannot be excluded under Applicable law.

1.6 This Contract does not make either of us an agent, distributor, employer, partner, fiduciary, joint venturer, co-owner or representative of the other except as specifically stated in the Engagement Letter. Each party is an independent contractor. Further, this Contract does not make either of us a legal representative or fiduciary of the other, nor does it create a partnership or joint venture.

1.7 Neither of us may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, save that we may assign the benefit of this Contract to any of the DTTL Parties (other than a subcontractor that is not a member of DTTL), including any successor to our business. Deloitte may subcontract any Services under this Contract to any other DTTL Party and/or any other third party.

Third party rights

1.8 No person who is not a party to this Contract other than the DTTL Parties and our subcontractors, if any, shall have any rights to enforce any of its terms.

1.9 This Contract can be varied without any third party's consent.

2 OUR SERVICES AND RESPONSIBILITIES TO YOU

2.1 The scope of the Services and any Deliverables to be provided under this Contract together with our responsibilities for them are as described in the Engagement Letter. We will use all reasonable efforts to supply the Services in accordance with any timetable referred to in the Engagement Letter or otherwise specified by the parties. However, unless specifically agreed otherwise in writing between you and Deloitte, all dates given by

Deloitte or specified by you for the supply of the Services are intended for planning and estimating purposes only and are not contractually binding.

Engagement Team

2.2 It is the intention of Deloitte that the persons assigned to the engagement should continue with the engagement until it terminates. Nevertheless, if needed, Deloitte reserves the right to change individual team members but will inform the Client, in a timely manner, of such changes and will only substitute current team members with other professionals of similar level of professional and technical experience.

Reliance on information provided and decisions and approvals

2.3 You agree that we shall be entitled to rely on all information provided to us and on your decisions and approvals in connection with our Services and to assume that all such information provided to us from whatever sources is true, complete and not misleading and that its provision to us is authorised. We will not be responsible for the consequences of any information provided to us in the course of the Services not being authorised, complete, accurate or current.

Spreadsheet & Computer Modelling

2.4 In the course of providing the Services, we may make reference to spreadsheets and or computer models (together "models") that you may provide to us or ask us to rely upon ("Your Models") or that we may have developed or used in connection with the Services ("Our Models"). All models have limits and may not produce valid results for all possible combinations of input data; errors and potential errors may thus go unnoticed. Unless otherwise expressly agreed in the Engagement Letter:

a) we will not be responsible for reviewing, testing or detecting any errors in any of Your Models and

b) we will not provide you with a copy of any of Our Models for your use.

In some cases it may be expedient for us to provide you for your convenience with a copy of one or more of Our Models by way of explanation or illustration of our Services or related advice. Where we agree to do so, any such model will have been developed solely for our internal use and incidental to our providing the Services and advice during the engagement rather than being a Deliverable of itself. Consequently, without in anyway qualifying the Services and Deliverables pursuant to this engagement, in providing you with any of Our Models, we make no representation, warranty or undertaking (express or implied) in relation to and take no responsibility for the accuracy, suitability, adequacy, completeness or reasonableness of any of our Models for your own use. Prior to manipulating or placing any reliance on any models - Our Models or Your Models - you are advised to carry out appropriate checks upon them.

Personal Data Protection

2.5 Information on personal data processing:

The parties acknowledge that the Personal Data provided by the Client or its staff members and representatives will be processed by Deloitte as a Controller, for the purpose of, or in connection with:

(i) the provision of the Services; (ii) compliance with the applicable legal, regulatory or professional requirements; (iii) addressing requests and communications from competent authorities; (iv) Contract administration, financial accounting, internal compliance and risk analysis, and client relationship purposes; (v) utilization of systems and applications (hosted or internal) for information technology and information system services (the "**Purposes**").

The Personal Data may include data regarding the Client's representatives, personnel, project team members, suppliers and contractors, as well as the Personal Data included in the information obtained by Deloitte in relation to the Contract.

For the Purposes indicated above, the Personal Data may be disclosed/transferred to and processed by the Recipients of Personal Data (including the Personal Data Controllers and Personal Data Processors) as indicated in the applicable Deloitte Privacy Statement. The transfers of Personal Data may include transfers outside of the European Economic Area (EEA) but only provided that the legal obligations as stipulated by the Data Protection Legislation for such transfers are fulfilled.

2.6 Clause 2.5 is a summary of the applicable Deloitte privacy statement (the "**Privacy Statement**") and is not a complete reflection of the Privacy Statement, which is available at https://www2.deloitte.com/ce/en/pages/about-deloitte/articles/deloitte-ce-privacy-statement-for-clients.html. To the extent that it does not involve a

disproportionate effort, the Client shall ensure that the Privacy Statement is brought to the attention of data subjects (its relevant staff members, representatives, contractors and clients).

2.7 Data Retention: The engagement documentation, including the Personal Data shall be retained for a period of 10 years following the expiration of the contractual relationship or as required by the relevant anti-money laundering regulations or any other applicable laws and regulations.

2.8 Each party shall comply with the Data Protection Legislation when processing Personal Data. The Client confirms that all the Personal Data provided to Deloitte has been collected lawfully, fairly and in a transparent manner.

3 YOUR RESPONSIBILITIES

3.1 You are responsible for determining that the scope of the Services is appropriate for your needs.

3.2 Our performance of the Services, the timetable and the level of our Fees and Expenses each depend on the accuracy and completeness of any assumptions set out in the Engagement Letter. You agree to tell us if you believe any of these assumptions are unrealistic for any reason.

3.3 You will be responsible for ensuring that your staff involved with this Contract has the appropriate skills and experience. If any of your staff fail to perform as required, you will provide additional or replacement staff as we may reasonably request.

3.4 You will give us all the information that is necessary for the performance of the Services. In this context, you agree we shall not be treated as being on notice of (1) information given to us in the course of previous engagements or (2) information posted on an internal or external web site or other electronic data sharing forum, and so all information that is relevant to the Services must be given directly to the engagement team even if the same information has been given to us previously in the course of a different contract or engagement or is available on a web site or other electronic data sharing forum to which we have access. Please note that, other than as set out in the Engagement Letter, we will not audit or otherwise test or verify the information provided to us in the course of the Services.

3.5 Where you supply information or documentation to us, if it is for publication to third parties or for use by us in verifying matter for publication to third parties or is or may be material in the context of any transaction or matter connected with the engagement, you agree that such information (including statements of opinion) and documents supplied by you or on your behalf when taken as a whole and each statement of fact therein will be true, accurate, complete and not misleading, that every statement of opinion, intention or expectation therein will be honestly held and fairly based and that there will be no material facts not disclosed therein which by their omission make any statement therein misleading and that you will inform us of any circumstances which may alter the position or if you subsequently learn that this is not so. In any such case you will take all such steps as we reasonably require to correct any statement or publication.

3.6 Where needed to assist us in performing the Services, the Client will (i) take decisions and obtain management approvals promptly; (ii) give us full and prompt access to its people and premises and those of its affiliates and to its other advisers associated with the engagement, together with all necessary administrative support; (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties, our personnel and any subcontractors). The Client agrees that it remains solely responsible for managing all aspects of its business, for taking all decisions and operating all accounting, internal control or management information systems.

3.7 You will keep us promptly informed of any proposals, developments or other matters or issues of which you are aware and which in your view are material to the Services or the Transaction.

3.8 You shall be solely responsible for, among other things (a) making all management judgements and decisions, and assuming all management responsibilities, (b) designating an individual, preferably within senior management, to be responsible for the Client's decisions and to oversee the Services, (c) providing oversight of the Services and evaluating the adequacy and results of the Services, (d) accepting responsibility for the actions, if any, to be taken arising from the results of the Services.

3.9 Where you are using third parties to provide information, materials or other assistance in support of the Services, or you are employing other suppliers whose work may affect our ability to deliver the Services, you will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.

3.10 You acknowledge and agree that our performance of the Services is dependent on the timely and effective completion of your own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by you. We are entitled to rely and act on your decisions and approvals relating to the Services and the Transaction.

3.11 The Client will also be responsible for paying our Fees and Expenses in accordance with this Contract.

Legal and other specialist advice

3.12 Our Services may be conducted alongside your legal or other advisers, acting separately for you. To the extent they relate to our performance of the Services, we may need to review sections of draft agreements prepared by your legal or other advisers but we are not qualified to provide legal or other specialist advice. Any agreement is the product of negotiation between its parties and you agree that it is your responsibility to obtain appropriate legal or other specialist advice and to decide whether in all the circumstances you are prepared to accept any proposed agreement.

Publicity

3.13 The appointment of Deloitte under this Contract is a private engagement. Any advice given is confidential to the Addressees and to any other person to whom we consider it appropriate to show it. You undertake that you will not, and will ensure that none of your associates (being your i) officers, directors, employees, representatives and agents; and ii) subsidiaries, holding companies (if any) and each of the subsidiaries of such holding companies and each of their respective officers, directors, employees, representatives and agents from time to time) or any persons acting in concert with you will, take any material step or action in relation to, or publish or procure or solicit the publication of, any document, statement or communication to anyone (including your shareholders) in connection with any transaction or matter connected with the engagement without our prior written consent. If for any reason any such document, statement or communication is made without our consent, you acknowledge that we shall be entitled to publish any documents, statements or communications as we think fit in our interest without liability.

4 RESPONSIBILITIES TO EACH OTHER

Confidentiality

4.1 We each agree that where either of us is in possession of information about the other that is by its nature confidential, or is designated as such by the other (whether in writing or orally), including this Contract and any information related to or created during the engagement, whether prior to the execution of this Contract or afterwards during the effectiveness of the Contract ("Confidential Information"), we each undertake to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Services or for purpose of support either Party's office administration; and (iii) not to disclose it to any other person without the other's prior written consent. These undertakings will not apply to any information that otherwise becomes generally publicly available, was possessed prior to the commencement of the Services (or prior to being designated as Confidential Information), or is lawfully acquired from a third party who is under no obligation of confidence or information which is or has been independently developed by the recipient. The Engagement Team will not disclose to any other individuals within Deloitte engaged on work for any other potential client any confidential information relating to the subject matter of the engagement without the relevant Addressee's consent.

4.2 We each will be entitled to disclose Confidential Information (i) to our legal advisers, to protect our own legitimate interests and (ii) to comply with any applicable legal, professional or regulatory requirement. The Client agrees to reimburse any costs we may incur in complying with any such disclosure requirement relating to any of our Services imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against us, provided that we notify the Client promptly and, where reasonably or legally possible, prior to disclosure.

4.3 You agree that we may share Confidential Information with any subcontractors and service suppliers we use to provide the Services and with any DTTL Party to provide the Services or more generally to support our office administration on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Contract. Nothing in this Contract will prevent or restrict us from using or sharing internally or with other DTTL Parties for any purpose any knowledge, experience and skills of general application used in, gained or arising from performing the Services, subject to appropriate safeguards to preserve client confidentiality.

4.4 Unless otherwise specifically agreed in the Engagement Letter, the DTTL Parties are authorised by the Client to speak to or meet with any other person whom they may need to contact to perform the engagement or who the Client requests the DTTL Parties to contact. The DTTL Parties may release to them for the purpose of the engagement any information, whether confidential or not, which they have obtained during the course of the engagement and shall not be liable for any use subsequently made of that information.

4.5 In respect to deals which are completed, the Client allows Deloitte to refer to the services executed for the Client in future proposals, reference letters and similar documents and in doing so, to use his name, logo and describe the project in general.

4.6 Where the engagement relates to a transaction or proposed transaction, you accept and agree that Deloitte and/or any other DTTL Party may have provided, may be providing, or may in the future provide other services including, but not limited to, due diligence, assurance, or tax advisory services (but excluding corporate finance advisory services) in connection with the Transaction or a related transaction, to other parties including (but not limited to) competing bidders, the vendor, the target, or any other party interested in the Transaction (on either side). Such other parties (who may include existing or future clients of Deloitte or of a DTTL Party) may, and indeed are likely to, have interests that compete and/or are in conflict with your own.

You agree that the team providing the Services will not be provided with, and will not disclose to you or use for your benefit, any information that other teams from Deloitte or from a DTTL Party have obtained in the course of providing services to other parties in relation to this Transaction or a related transaction which is subject to an obligation of confidentiality owed to those or third parties, even though such information may be, and indeed is likely to be, relevant to the Services. You agree that you will not bring any claim against Deloitte or any DTTL Party, and that we and they shall not be liable for any losses, arising out of or in any way connected with our or their provision of services to other parties, as permitted by this clause, or the non-disclosure to you of information obtained in the course of providing such services.

Nothing in this clause overrides our obligations to comply with the applicable professional standards or our obligations of confidentiality as set out in clause 4.1.

Nothing in this Contract will prevent or restrict any DTTL Party, including Deloitte, from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience or skills used in, gained or arising from performing the Services (subject to the obligations of confidentiality set out herein even if those other clients' interests are in competition with the Client.

Conflicts of interest

4.7 It is our practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. DTTL Parties provide many different professional services to clients and we cannot be certain that we will identify all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become, aware.

Electronic communications

4.8 We each agree that we may communicate with each other by e-mail (including the internet). You further acknowledge that in order for our personnel to operate effectively and efficiently from your premises they may require access to your networks, for example, to enable access to our applications and systems. We each recognise that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses. Similar hazards apply where we access our systems via your networks. We each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and

neither of us will be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in anyway arising from the use of e-mail (including the internet) as a form of communication or from our personnel connecting to or accessing your network. The exclusion of liability in this clause shall not apply to any liability which arises out of the negligent incorrect addressing of any electronic communication.

Intellectual property

4.9 The copyright, patent and other intellectual property rights (hereinafter referred to as the "Rights") directly or indirectly related to the Services shall vest in Deloitte. No title or proprietary rights related to the Services are or will be transferred to the Client. Deloitte does not agree to any terms that may be construed as precluding or limiting in any way its right to develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables, subject to the confidentiality obligations set forth herein.

4.10 Deloitte grants the Client a nonexclusive, non-transferable, fully paid, whereas royalty (license fee) is included in the Fee agreed in the Engagement Letter, license to use all material provided to the Client or otherwise generated in the course of carrying the Services pursuant to the specific terms of this Contract and in particular the terms specified under clause 5 of this Appendix.

4.11 The Client shall keep confidential any methodologies and technology used by Deloitte to carry out the Services.

4.12 Notwithstanding anything to the contrary in the Contract, the Client acknowledges that Deloitte and its subcontractors, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas that are retained in the memory of their personnel. The Client agrees that any DTTL Party may use and disclose such general experience, skills, knowledge and ideas without restriction.

4.13. The Client shall also be entitled to have access to and use of those Deloitte Technologies supplied solely for the purposes of receiving the Services and for no other purposes in accordance with and subject to agreement by the Client with the provisions of the licenses applicable to such Deloitte Technologies as notified by Deloitte. Deloitte will own and retain ownership of all intellectual property rights and other proprietary rights of any kind in the Deloitte Technologies that are used or developed in connection with this Contract.

4.14 "Deloitte Technologies" means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes, and technologies, including web-based technologies and algorithms owned by, licensed to or developed by any DTTL Party and used by Deloitte and its Subcontractors in performing the Services or other obligations.

5 DELIVERABLES

Drafts and oral discussions

5.1 In formulating our conclusions, we may discuss ideas with you orally or show you drafts of the Products or Written Deliverables (as specified in the Engagement Letter) for your comment. We do this on the basis that you will not rely on any drafts or oral comments or advice unless their content is finalised and confirmed to you in writing in the final Products or Written Deliverables. Accordingly, we will not be responsible if you choose to act, or refrain from acting, on the basis of any drafts or oral comments or advice. If you want to rely or act on oral comments, or advice, please let us know in order that we may deal with them in our final Written Deliverables. Furthermore, for your convenience, the Written Deliverables may be made available to you in draft or in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy, the signed hard copy of the final Written Deliverable is definitive.

5.2 Unless the Engagement Letter specifies other arrangements, you agree that each Product or Deliverable will be deemed accepted by you (and our Services, or the relevant part of them, completed) when it is in its final form or when you first make use of the Product or Deliverable, whichever first occurs.

Use of Deliverables

5.3 The Written Deliverables and any other advice and recommendations we provide to you are for your exclusive use and must be used solely for the purpose described in the Engagement Letter. They must not be used for any

other purpose, recited or referred to in any document, copied or made available (in whole or in part) to any other person without our prior written express consent.

Use of Products and Client Documents

5.4 You may disclose (but not sell, license or otherwise purport to transfer any rights in) the Products and Client Documents (including any amendments or modifications thereto) prepared and delivered to you pursuant to this Contract, provided that you shall in no way associate Deloitte or its personnel (or any of the DTTL Parties) with any such disclosed Product or any portion or derivative thereof, including, but not limited to use of Deloitte's name, marks, logos and/or branding without our express written consent. We may distribute Client Documents on your behalf, in carrying out the Services.

5.5 Save as expressly provided by the Engagement Letter, no person other than you may rely on the Written Deliverables, Products and/or information derived from them and we accept no responsibility to any other person to whom the Written Deliverables or Products are shown or into whose hands they may come.

Post date events

5.6 We have no responsibility to update any Deliverable for events occurring after completion of this Contract (which, unless provided otherwise in the Engagement Letter, will be the date on which the final Written Deliverable or Product is delivered or signed and, for other Deliverables, completion of the Transaction), nor to monitor its continuing relevance or suitability for your purposes.

Notification and disclosure

5.7 Deloitte may be obliged to notify relevant authorities of certain types of arrangements and of proposals to implement such arrangements. The decision to make such a notification, its timing and content, is a matter that Deloitte reserves entirely to its sole discretion. However, Deloitte may inform the Client if Deloitte proposes to make, or has made, any such notification that Deloitte believes may be relevant to the Services. Deloitte may also be obliged to notify those authorities of the participants in those arrangements. The Client may also have obligations under the same legislation to give notification of such arrangements. Where there are other current or future laws or regulations in any jurisdiction that require disclosure relevant to Deloitte's Services, Deloitte will also comply with those disclosure requirements. For the avoidance of doubt, nothing in this Contract restricts any party to this Contract from disclosing any Deliverables (or drafts thereof) to any relevant taxation or other public authority provided the party is obliged to disclose such Deliverables (or drafts thereof) due to applicable legislation, ruling or decision of the respective taxation or other public authority.

6 LIABILITY PROVISIONS

6.1 We will perform the Services with reasonable skill and reasonable care.

6.2 Each party shall be responsible for damages caused to the other party by breach of its obligations arising out of this Engagement Letter in accordance with the applicable legal provisions. Deloitte remains responsible to the Client for all of the Services performed or to be performed under this Contract, including Services performed by DTTL Parties. Accordingly, to the fullest extent possible under applicable law, a) none of the DTTL Parties (except Deloitte) will have any liability to the Beneficiaries; b) the Client will not bring, any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DTTL Party (except Deloitte); and c) the Client will also ensure that no other member of the client group which is not a party to the Contract brings any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the DTTL Parties. Neither any individual partner nor any employee shall assume any responsibility (including responsibility in any personal capacity) for the Services provided under this Contract. The Client agrees that it will not bring any claim against any of the Deloitte individual partners and employees as Deloitte remains responsible and liable to the Client for the acts or omissions in relation to the Services provided under the terms of this Contract.

6.3 Notwithstanding clause 6.2 above, Deloitte (including its agents) shall be liable to you under this Engagement Letter only for willful misconduct, tort and gross negligence, whereas such liability shall be just, equitable and proportionate to Deloitte's share of fault. The maximum aggregate amount of damages that Deloitte may become obliged to pay you for all breaches of this Engagement Letter, except for breaches due to willful misconduct, shall not exceed the Fees actually received by Deloitte hereunder. The parties expressly acknowledge and agree that they consider such allocation of risk for breaches of this Engagement Letter as provided for in the previous sentence of this clause as appropriate and corresponding to the nature of obligations of Deloitte under this Engagement Letter.

6.3.1 We will not be liable for any losses or damages arising out of your use of our Deliverables or our advice for a purpose other than as set out in the Engagement Letter. .

6.3.2 Deloitte shall incur no liability for damages to you if the damages arose due to the provision of false, misleading or incomplete information or documentation to Deloitte or due to the acts or omissions of any person other than Deloitte or DTTL Parties, except where, on the basis of the enquiries normally undertaken by advisers in the circumstances of the scope of the Services and having regard to the fact that Deloitte is not undertaking verification work, it would have been reasonable for Deloitte to discover that the information was false, misleading or incomplete.

6.3.4 Unless prohibited by mandatory laws, our total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise to you and to Beneficiaries, for any and all Losses arising from or in any way in connection with this Contract and this Transaction, shall not exceed the Fees actually received by Deloitte hereunder.

6.3.5 Where there is more than one Beneficiary of the Services, the limitation in this clause 6.2 on our total liability to all Beneficiaries shall be apportioned by and amongst them. No Beneficiary shall dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount so apportioned to any Beneficiary is unreasonably low.

6.3.6 In no event shall we be liable to you, whether in contract, statute, tort (including, without limitation, negligence) or otherwise for (i) loss or damage incurred as a result of third party claims; (ii) loss of profit, goodwill, business opportunity or anticipated savings, loss of or corruption to data, loss of revenues or wasted management or staff time; or (iii) incidental, special, punitive, exemplary, indirect or consequential loss or damage; (together, "Excluded Losses") which you may suffer, howsoever caused and whether or not you or we knew, or ought to have known, that the Excluded Losses would be likely to be suffered.

6.4 Deloitte neither owes nor accepts any duty to any person other than you. No DTTL Party shall be liable for any Losses suffered by any other person caused by that or any other person's use of or reliance on our Deliverables or our advice and recommendations.

6.5 Nothing in this Contract shall exclude, restrict (or prevent a claim being brought in respect of) any liability arising from fraud or other liabilities which cannot lawfully be limited or excluded. If the liability exclusion for the other DTTL Party contained in clauses 1.5 and 6.2 above is for any reason not effective, then the limitations on liability provided for in this clause shall apply to the other DTTL Parties as if they were named therein.

6.6 In respect of any recommendations or advice provided to you by Deloitte hereunder, Deloitte shall not be responsible for the manner in which such recommendation or advice has actually been used by you, unless this manner was part of the recommendation or advice. Deloitte will not be liable in respect of any decisions made by you as a result of the performance by Deloitte of its Services hereunder.

6.7 Unless and then only to the extent they have been finally and judicially determined (including the conclusion of any appeal) to have been caused by the fraud, gross negligence and wilful misconduct of any of the DTTL Parties, you agree to indemnify and hold harmless the DTTL Parties against all losses or damages which they incur in the defence and settlement (including meeting any judicially determined award of damages) of any demand, action, claim or proceeding (a "Claim") brought by any third party in any way arising in connection with this Contract whether or not such Claim is founded upon an allegation of our negligence.

eure

ner party shall be liable for any delay in meeting or for failure to meet its obligations under the ent Letter due to any cause outside its reasonable control, including (without limitation), war, riot, acts of damage, fire, act of any government or public authority, failure of the public electricity supply, delay on the part of suppliers or contractors beyond its reasonable control or the unavailability of materials.

ither party is prevented from meeting its obligations due to any of the previously mentioned causes, it ify the other party of such circumstances and the other party shall, if possible, grant a reasonable extension erformance of such obligations under this Letter. If the circumstances of force majeure last for more than 3 months, arty may terminate this contract.

ility

any provision of this Engagement Letter is found by any competent authority to be invalid, ineffective or rceable, such provision shall be deemed to be deleted from this Engagement Letter and the remaining ons of this letter shall continue in full force and effect, provided that the nature of the relevant provision or ntent, or the circumstances under which this provision has been entered into, does not imply that this ion may not be enforced, nor the remaining provisions of this Engagement Letter. In such an event, the s shall execute such documents to this Engagement Letter necessary in order to achieve the same or, if not ble, the closest possible effect to the effect of the respective invalid, ineffective or unenforceable provision.

STALNI SUDSKI TUMAČ ZA ENGLESKI I TALIJANSKI JEZIK
COURT INTERPRETER FOR THE ENGLISH AND ITALIAN LANGUAGE
INTERPRETE GIUDIZIARIO PER LA LINGUA INGLESE E ITALIANA

DUNJA PERIĆ
mag. engl. i tal. jezika
ZAGREB

Masa:
360g

50 38CE 6

Zagreb
25.05.22
19:02:02
10000

21.80
HP Hrvatska

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB
27-05-2022
PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA:
UR. BROJ:

R RG 18 055 288 1 HR

AR

PRIMA: FINANCIJSKA AGENCI
RC- ZAGREB
ULICA GRADA VUKOVARA
10 000
ZAGREB

ZA PREDSTEČAJNI
POSTUPAK - (SL-1321/2022)