

### Obrazac 3.

#### 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

13-07-2023

PREDSTEĆAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

Nadležni trgovački sud TRGOVACKI SUD U ZAGREBU

Poslovni broj spisa ST - 1244 / 2023

#### PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEĆAJNOM POSTUPKU

#### PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

SELENGETI d.o.o. ZA USLUGE I TEGOVINU

OIB 80860195039

Adresa / sjedište

ZAGREBSKA ULICA 80, 10000 ZAGREB

#### PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

CIRCLEBLUE d.o.o. ZA SAVIJETOVANJE I USLUGE

OIB 25347217184

Adresa / sjedište

ZAGREBACKA CESTA 143A, 10000 ZAGREB

#### 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, (OBOSTEĆANO POTPISANA PONUĐA NR. GK-230222 OD 02.03.2022.)

Iznos dospjele tražbine 11.320,71 EUR (kn)

Glavnica 10.283,53 EUR (kn)

Kamate 1.037,18 EUR (kn)

Iznos tražbine koja dospijeva nakon otvaranja predstećajnog postupka  
(kn)

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

UGOVOR, IZVOD iz POSLOVNIH KNJIGA

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

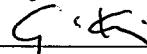
Dio imovine na koji se odnosi izlučno pravo

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

Mjesto i datum

13.07.2023. , Zagreb

Potpis vjerovnika



Serengeti d.o.o. | Zagreb

# Accelerate Your Business Transformation

Quotation no. GK-230222 for Software Development Services

Prepared  
for:

Circle Blue d.o.o.  
Zagrebačka cesta 143a  
10000 Zagreb  
Croatia  
("Client")

Prepared  
by:

Goran Kalanj  
CEO  
[goran.kalanj@serengetitech.com](mailto:goran.kalanj@serengetitech.com)  
Mobile: +385 91 2266 006

Serengeti d.o.o.  
Zadarska 80,  
10000 Zagreb  
Croatia  
[www.serengetitech.com](http://www.serengetitech.com)  
23.02.2022

## WHY SHOULD YOU CHOOSE SERENGETI?

Society is changing, technology is constantly evolving, and the world has become a fast-paced place. It can be hard for a business to keep up.

Whether you are dealing with a huge project and need a helping hand, or your company is growing and you require additional support, the right partner can help your business move forward and be more flexible while focusing on long-term plans and goals.

In day-to-day business many companies need to deal with tasks that require specific skills or expertise and often need to be done fast. Sometimes the in-house team needs help with specific skills, or they already have an entire list of tasks queued. Either way, you need new people in your team, and hiring can be daunting, expensive, and time-consuming.

With the support of Serengeti, you will have a whole new team of experts who deal with tasks faster. Because of their expertise, they will know what actions to take to mitigate potential risks involved in development. In the meantime, you will be able to focus on your core offering, scale your operations, and even get more business.

With a team of more than 150 highly skilled engineers with excellent technical knowledge and experience with the latest software tools and platforms, we can adapt to the working environments quickly; every new project has different technical or process challenges. Continuously working on tight deadlines with new technologies helped us streamline our operations for fast project adaptations. It also enabled us to rapidly build a technical knowledgebase and gain experience.

Our partners are companies that would otherwise prefer to hire locally but for various reasons struggle to continue with their preferred practice. They seek tight cooperation for their mid- to long-term software development needs, with low employee fluctuation, motivation and dedication, and ability to meet deadlines.

Every project is specific and requires the most suitable engagement model. Therefore, we offer staff augmentation, team extension, a fixed price and outcome-based engagement model. Based on Client and project requirements we propose the optimal model. All our engagement models are optimized for:

- predictable delivery,
- superior flexibility,
- short time to full team productivity,
- low overhead on the Client's key technical people,
- cost optimization, and
- team stability.

With strong business domain knowledge in different industries, our work lies mostly in the Client's core product development. But that's just the first step. The second step is to become proactive consultants, focused on how to use all accumulated knowledge to provide the Client with more value. We help our Clients improve their internal software engineering practices, find a business case, and implement disruptive technologies and trends.

Serengeti has an excellent employer brand in countries where we have development centres. Therefore, we have great capability to hire good engineers. More than 60% of engineers we



hire through the recommendations of our current engineers. Less than 40% we hire through a very strict and demanding selection process where less than 15% of engineers that apply get a job offer. Over the last years, we were able to increase number of engineers for around 80% annually which shows our excellent capabilities to hire.

Working with a reliable software development partner gives you peace of mind, knowing that the tasks are being handled efficiently and effectively, even without your guidance.

Our top priority is to provide professional services that exceed the expectations of what our Clients imagine could be possible with offsite teams.

Our mission is to deliver high-quality, cutting-edge software solutions that add value to our Client's business. Our customers have a very long lifecycle of their software products, so maintainability is very important to them.

OUR KEY CLIENTS

INTESA  SANPAOLO

// diconium



**KNAPP**

**SIEMENS**

**ERICSSON** 

• • T • • Com •

**audifon**  
bearing systems

 **Raiffeisen**  
**BANK**



nets:



**protel** 

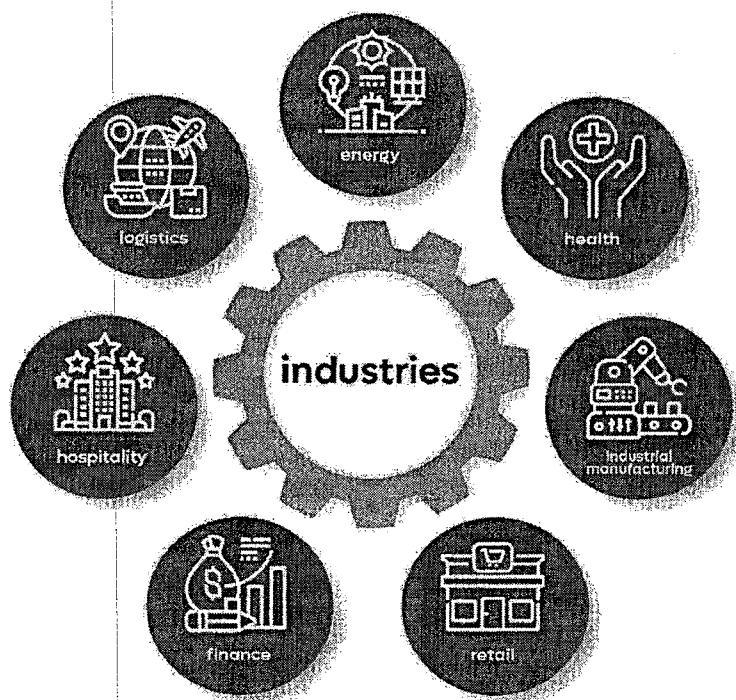
**Addiko Bank**

 **ERSTE** 

EXPERTISE YOU CAN BENEFIT FROM

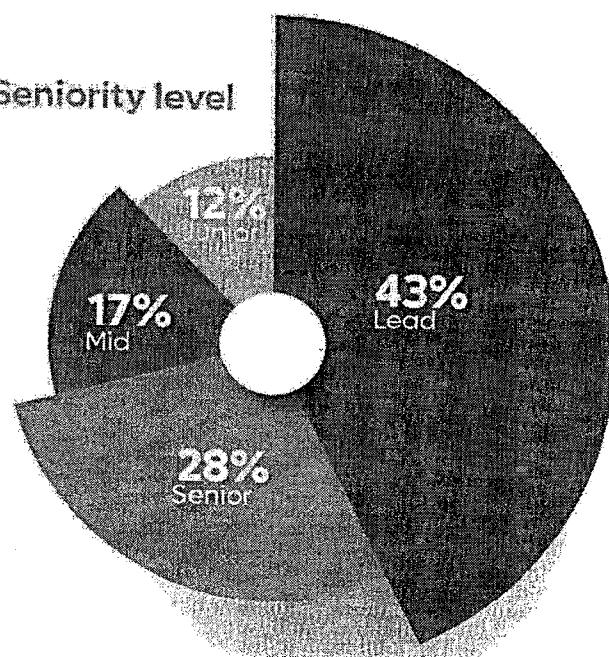
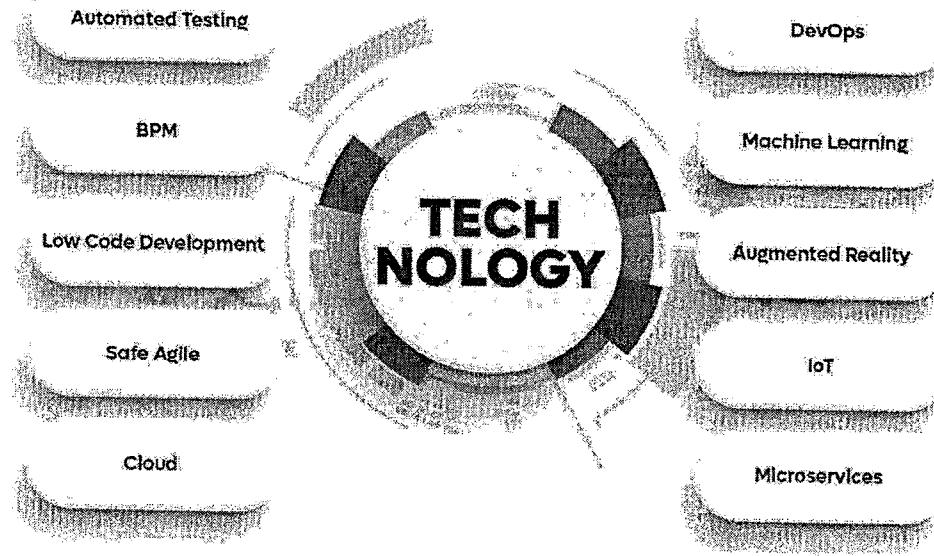
Companies have different needs when it comes to implementing business applications. With extensive experience in custom-tailored solutions designed to fit the specific needs of our

Clients, our team understands specific industry requirements and the broader business picture.



*"Serengeti's services have enabled on-demand access to high quality development teams, which has accelerated time-to-market. They understand internal needs and projects and can provide a range of resources with special skills."*

*Hartmut Richter, Head of R&D at Auditon GmbH, Germany*



## FIYU – A PLATFORM FOR FAST APPLICATION DEVELOPMENT

FIYU is Serengeti's RAD platform that provides clients with an all-round infrastructure for product development that comes with ready-made modules and solutions. FIYU ensures shorter time to market and reduced costs via knowledge sharing methods and accelerated development. The product is an offspring of years of experience in software development for a myriad of clients. We gathered the best practices, enriched them with proven technologies and agile methodologies to achieve high-quality software which can be resold and rebranded under the client's brand umbrella. There is no vendor lock-in, which allows our clients to maintain the platform independently or use our services, comprised of development organization, team management and quality assurance.

In terms of development, FIYU provides everything needed for fast development; complete workflow framework with ensured documentation and knowledge management, flexible and scalable infrastructure based on microservice architecture, back-end programming language agnostic, and DevOps tool chain built on the best practices.

*"With new requirements, challenges, opportunities, rapid technology development we looked for additional knowledge and experience outside, to complement and modernize our products & solutions to deliver best possible customer experience. We have found Serengeti, a team which consists of highly knowledgeable and reliable individuals who are always ready for any challenge at any time."*

Matej Stipic, Head of Atlas Department at Epilog d.o.o., Slovenia

## COMMERCIAL TERMS

The Client and Serengeti agree to start this engagement on a Time and Material (T&M) business model.

The prices of our services for blended engineering teams, located in Europe, for development in: Angular, Java, C++, iOS or Android are as follows:

Role / Experience	Description	Daily Rate (HR Kuna)
Consultant	Technical consultant, architect	3.300
Team lead or Lead Engineer	Ambassador, lead developer or team lead (development knowledge equivalent to more than 8 years of development experience)	2.860
Team leader or Senior Engineer	Ambassador, team leader, senior developer (development knowledge equivalent to 5 to 8 years of development experience)	2.695
Team leader or Mid-level Engineer	Mid-level developer, team leader (development knowledge equivalent to 2 to 5 years of development experience)	2.420
Junior Engineer	Junior developer (development knowledge equivalent to 0 to 2 years of development experience)	1.500

Engineers will work for the Client 100% of normal working time. National holidays, non-working days, vacations, travel time outside business hours and sick leaves will not be charged. 100% of normal working time is 37,5 hours per week. Flexible working time is aligned with project team within an accumulative pool (between +10 and -3 hours per engineer). Actual performed hours will be reported monthly on time sheet per engineer. The Client is responsible for the sufficient (100%) utilization of Serengeti engineers during the entire cooperation as well as during the notice period in case of termination of the Agreement.

Serengeti will at the latest until the 5<sup>th</sup> day in the current month send the time sheet with working hours for the previous month to the Client. The Client will no later than 3 working days after receiving the time sheet with the working hours send Serengeti in email an approved and signed time sheet with working hours. If the Client does not send Serengeti the signed time sheet with working hours or a complaint in 5 working days, it will be considered that the Client approved and accepted the received time sheet with working hours.

The price for overtime (above and beyond normal working time) is 150% of regular hourly rate. Overtime occurs if mutually agreed in advance.

During the initial onsite phase engineers will go home to Zagreb every weekend if the Client's premises are within 600 km driving distance (e.g. Vienna, Salzburg, Innsbruck, Munich, etc.). Engineers will go home every third weekend if the Client's premises are over 600 km driving distance from Zagreb. Travel expenses will occur. For weekends spent at the Client's premises, accommodation expenses will occur. If not otherwise agreed within the project team,

engineers will leave for weekends on Friday after work and return to the Client's premises on Sunday evening to be rested for Monday's work.

Any expenses for onsite presence at the Client's premises like travelling to the Client's city by car EUR 0,36/km, airplane tickets eco-class, accommodation three-star or apartment (if not directly provided and paid by the Client) will be cross-charged without a profit margin.

The Client will pay a daily allowance of EUR 50,00 per engineer per day if spent onsite at the Client's premises for EU and EUR 60,00 for Switzerland (paid to engineers as additional motivation).

Serengeti provides SW engineering workplaces with workstations (workstation with MS Windows installed, LAN, Email, Internet access). All other software necessary, except MS Windows, is provided by the Client. Serengeti will provide laptops for engineers working onsite at the Client's premises if not provided by the Client.

All prices are in HR Kuna and do not include VAT or any other taxes and levies, which shall be borne by the Client.

Serengeti shall invoice the Client monthly based on actual performed hours. The Client shall pay the invoices within thirty (30) days from issuance of invoice. All payments shall be made in EUR or HR Kuna and by SWIFT transfer (wire transfer) to Serengeti bank account.

Quotation validity terms: 30 days.

## GENERAL TERMS

Both parties shall protect as confidential information, any and all information, documents, data and knowledge disclosed under, by and of this contract and shall refrain from disclosing any such information to third parties.

Serengeti engineers work in accordance with the instructions and requirements of the Client and accordingly Serengeti shall be liable to the Client solely for direct damage caused by the intent or the gross negligence. Accordingly Serengeti will not be liable for the project results, lost profits, loss of data, merchantability or fitness for any particular purpose, indirect, economical and consequential damage. Damage is limited to the total amount which may not exceed the value charged to the Client in the year in which the damage occurred.

If Serengeti's experts notice that the execution of the contracted services is not possible according to the received instructions and requests of the Client, Serengeti will inform the Client within 5 working days of the deficiencies in instructions and requirements, i.e. the impossibility of performing the contracted work based on received instructions and requirements and will request a change of instructions and requirements, within a further period of 5 working days from the date of receipt of the notice.

If the Client does not respond within the deadline, it will be considered that he will remain with the original instructions and requests. In that case, Serengeti will inform the Client that the given instruction has been considered and that it will be followed, with a warning to the Client that Serengeti will not be responsible for any shortcomings of the solution.

Serengeti will not be liable to the Client for any compensation for damage that may occur due to non-performance of contractual obligations or due to delays in the performance of obligations if the cause of non-performance or delays are deficiencies in the instructions and/or requests received from the Client.

If in some of the projects performed by Serengeti a Subcontractor selected by the Client participates, in no event is Serengeti liable for the Subcontractor's work.

The Client agrees to work with Serengeti in the issuance of joint press releases, success stories, testimonials, and similar marketing materials, subject to review and approval by the Client and Serengeti. The Client further agrees to act as a reference for Serengeti and allows Serengeti to use the Client's logo in marketing materials.

Neither party is allowed, either during the subsistence of the cooperation based on this Proposal ("Agreement"), and for 24 months after its termination, either directly or indirectly or

through any entity fully or partially controlled by such party to employ or on any other contractual basis retains the services of or discourages from continuing to be so employed an employee or sub-contractor of the other party who has been involved in the performance of this Agreement at any time, even after the employment or contractual relationship between such person and the said other party ended. In such a case, the responsible party shall pay the other party (without prejudice to any other legal remedy) a compensation in the amount of two annual remuneration of such employee or sub-contractor at the time of such recruitment.

In case of any change in contract provisions, both parties must agree about the changes. In case that one side proposes any changes which other side does not accept, both sides can choose to continue cooperation under the unchanged circumstances or can decide to terminate the cooperation, in which case both sides have to continue the cooperation with unchanged circumstances during the notice period.

Both parties have the right to terminate this Agreement in full or in part (meaning for all or only for individual engineers) in writing at the end of each month with a 30-day notice period during the first 3 months of cooperation or a 90-day notice period after 3 months of cooperation. If a Serengeti's employee resigns, the notice period for the said employee towards the Client shall be a maximum of 30 (thirty) days.

We hope that our proposal will fulfil your expectations and needs. For all additional information, please contact us.

Signing this Proposal No. GK-230222, SERENGETI d.o.o. and CircleBlue d.o.o. confirm that they have read and understood the document completely, that it represents their real and true will, and that both sides accept all the rights and obligations that arise from it.

Serengeti d.o.o.

By: 

**serengeti**

Serengeti d.o.o. | Zagreb

Name: Goran Kalanj

Title: DIRECTOR

Date: 02/03/2022

Client

By: CircleBlue d.o.o.



Name: Matěj Sloup

Title: Director

Date: 28.02.2022

**Otvorene stavke**

Sumarno po dokumentima

**Poduzeće**

Serengeti d.o.o.

Zadarska 80

10000 ZAGREB

MCINDRIC - Marija Cindrić

12.7.2023., 8:26:29

CIRCLEBLUE d.o.o.

Zagrebačka cesta 143a, 10000 ZAGREB

1200 - Potraživanja od kupaca dobara (analitika kupca)

do 12.7.2023.

do 12.7.2023.

Vrsta iznosa

Primarna valuta

EUR - EURO

Status dokumenta

Otvoreni

Vrsta stavki

Otvorene

Prikaži nepovezana odobren

Da

Subjekt	Vezni dokument	Datum dok.	Datum Dosp.	Duguje	Potražuje	Saldo	Val.
CIRCLEBLUE d.o.o.	22-300-000021	28.02.2022	30.03.2022	1.341,33	0,00	1.341,33	D EUR
	22-300-000051	30.04.2022	30.05.2022	8.942,20	0,00	8.942,20	D EUR
<b>UKUPNO subjekt i valuta</b>				<b>10.283,53</b>	<b>0,00</b>	<b>10.283,53</b>	<b>D EUR</b>
						<b>77.481,26</b>	<b>D HRK</b>

Preračunato prema fiksnom tečaju konverzije 1 EUR = 7,53450 HRK

<b>UKUPNO sve</b>	<b>10.283,53</b>	<b>0,00</b>	<b>10.283,53</b>	<b>D EUR</b>
			<b>77.481,26</b>	<b>D HRK</b>

Preračunato prema fiksnom tečaju konverzije 1 EUR = 7,53450 HRK

CIRCLEBLUE D.O.O.

OBRAČUN KAMATA

2022

RAZDOBLJE	BROJ DANA	KAMATA	IZNOS GLAVNICE (U EUR)	IZNOS KAMATE (U EUR)
30.3.2022	31.3.2022	1	7,49%	1.341,33
31.3.2022	30.4.2022	30	7,49%	1.341,33
30.4.2022	30.5.2022	30	7,49%	1.341,33
30.5.2022	31.5.2022	1	7,49%	10.283,53
31.5.2022	30.6.2022	30	7,49%	10.283,53
30.6.2022	31.7.2022	31	7,31%	10.283,53
31.7.2022	31.8.2022	31	7,31%	10.283,53
31.8.2022	30.9.2022	30	7,31%	10.283,53
30.9.2022	31.10.2022	31	7,31%	10.283,53
31.10.2022	30.11.2022	30	7,31%	10.283,53
30.11.2022	31.12.2022	31	7,31%	10.283,53
<b>UKUPNO 2022.</b>	<b>276</b>			<b>461,16</b>

2023

RAZDOBLJE	BROJ DANA	KAMATA	IZNOS GLAVNICE (U EUR)	IZNOS KAMATE (U EUR)
31.12.2022	31.1.2023	31	10,50%	10.283,53
31.1.2023	28.2.2023	28	10,50%	10.283,53
28.2.2023	31.3.2023	31	10,50%	10.283,53
31.3.2023	30.4.2023	30	10,50%	10.283,53
30.4.2023	31.5.2023	31	10,50%	10.283,53
31.5.2023	30.6.2023	30	10,50%	10.283,53
30.6.2023	12.7.2023	12	12%	10.283,53
<b>UKUPNO 2023.</b>	<b>193</b>			<b>576,02</b>

**SVEUKUPNO:** **469** **1037,18**



40 603 019 6 HR

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ODSEK ZA PRIJEM, EVIDENTIRANJE  
I POHRANU OSNOVA ZA PLAĆANJE  
ZAGREB 2

13-07-2023

PREDSTEĆAJNE NAGODBE  
PRIMANJE I OTPREMA POSTE  
KLASA:  
UR. BROJ:

AR

FINANCIJSKA AGENCIJA  
ULICA GRADA VUKOVARA 70  
10 000 ZAGREB

ST - 1224 / 2023

