

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, Zagreb

Nadležni trgovački sud: Trgovački sud u Zagrebu.

Poslovni broj spisa: St-1118/19

FINANCIJSKA AGENCIJA  
ODSJEK ZA PRIJEM, EVIDENTIRANJE  
I POHRANU OSNOVA ZA PLAĆANJE  
Z A G R E B

12-06-2019

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

**PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU**

**PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv: ALEXANDRE GIROUX

OIB: 96455172062

Adresa / sjedište:

1633, Louis-Jette, Quebec, Qc Canada, G1S 2W2, Kanada

zastupan po punomoćniku Ivanu Vrdoljaku, odvjetniku iz Zagreba, Utješenovićeve 2, P. P. 459, OIB: 23377110696, e-mail: [info@odvjetnik-vrdoljak.com](mailto:info@odvjetnik-vrdoljak.com), mob: 0959011831

**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv UDRUGA KHL MEDVEŠČAK ZAGREB

OIB: 03711474898

Adresa / sjedište: Ilica 82, Zagreb

**PODACI O TRAZBINI:**

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 igrača od 13. 7. 2016. sklopljen između vjerovnika i **KLUB HOKEJA NA LEDU «MEDVEŠČAK» ZAGREB**, iz Zagreba, Schlosserove stube 2, OIB: 77929934450 koji je statusnom promjenom od 13. 2. 2019. pripojen dužniku, a temeljem kojeg je, tj. sukladno čl. 2.2. Ugovora, prednik dužnika ostao dužan platiti vjerovniku iznos od najmanje 52.997,00 USD osnovne naknade kako slijedi;

1. naknada za travanj 2017. – 13.333,00 USD.
2. naknada za ožujak 2017. – 13.333,00 USD.
3. naknada za veljaču 2017. – 13.333,00 USD.
4. naknada za siječanj 2017. – 3.333,00 USD.
5. naknada za prosinac 2016. – 3.333,00 USD.
6. naknada za studeni 2016. – 3.333,00 USD.
7. naknada za listopad 2016. – 1.333,00 USD.
8. naknada za rujanj 2016. – 1.333,00 USD.
9. naknada za kolovoz 2016. – 333,00 USD.

Zbroj: 52.997,00 USD.

Osim toga, vjerovnik, temeljem odredbe čl. 2. 3. a. Ugovora duguje i 15.000,00 USD budući da je vjerovnik u sezoni 2016/2017 postigao više od 15 golova, što se također prijavljuje.

Jednostavnosti radi, vjerovnik uzima kao da su sva potraživanja dospjela najkasnije 1. 6. 2017., tako da se obračun kamata vrši od 1. 6. 2017. do 23. 5. 2019.

Ukupno potraživanje vjerovnika odnosi se i na dodatne bonuse i dodatnu razliku osnovne naknade, ali ovom prijavom prijavljuje ono što je prethodno navedeno:

1. 52.997,00 USD osnovne naknade uvećano za bonus od 15.000,00 USD, ukupno: 67.997,00 USD glavnice ili 448.780,20 kn primjenom tečaja od 6,6 kn za 1 USD na dan 23. 5. 2019.
2. zakonske zatezne kamate tekuće na taj iznos od 1. 6. 2017. do 23. 5. 2019. u iznosu od 9.500,00 USD ili 62.700,00kn primjenom tečaja od 6.6 kn za 1 USD na dan 23. 5. 2019.

Zbroj: 67.997,00 USD (52.997,00 USD osnovne naknade + 15.000,00 USD bonusa) uvećano za 9.500,00 USD na ime zzk od 1. 6. 2017. do 23. 5. 2019. jednako ukupno 77.497,00 USD ili 511.480,20 kn primjenom kupovnog tečaja HNB-a na dan 23. 5. 2019. i to 6,6 kn za 1 USD.

Vjerovnik pridržava pravo unutar roka dopuniti ovu prijavu.

**Iznos dospjele tražbine: 511.480,20 (kn)**

Glavnica: 448.780,20 (kn)

Kamate 62.700,00 (kn)

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

1. tekst Igračkog ugovora za sezonu 2016/2017.
2. tečajna lista HNB-a primjenjiva na dan 23. 5. 2019.
3. obračun kamata od 1. 6. 2017. do 23. 5. 2019.
4. izvod iz registra za prednika dužnika.

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

Naziv ovršne isprave

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**PODACI O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

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Dio imovine na koji se odnosi razlučno pravo

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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

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Dio imovine na koji se odnosi izlučno pravo

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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, 12. 6. 2019.

Potpis vjerovnika

ODVJETNIK

**Ivan Vrdoljak**

Zagreb

3. 6. 2019.

## PUNOMOĆ

Ja, **ALEXANDRE GIROUX** iz Kanade, 1633, Louis-Jette, Quebec, Qc Canada, G1S 2W2, OIB: 96455172062, ovime dana 3. 6. 2019. ovlašćujem odvjetnika Ivana Vrdoljaka iz Zagreba da;

**Ivan Vrdoljak**  
Zagreb

1. u moje ime podnese prijavu mojeg potraživanja u predstečajnom postupku St-1118/19 nad UDRUGA KHL MEDVEŠČAK ZAGREB, OIB: 03711474898.
2. me zastupa u navedenom predstečajnom postupku koji se pod brojem St-1118/19 vodi pred Trgovačkim sudom u Zagrebu.

ALEXANDRE GIROUX



## POWER OF ATTORNEY

I, **ALEXANDRE GIROUX** from Canada, 1633, Louis-Jette, Quebec, Qc Canada, G1S 2W2, OIB: 96455172062, hereby on 3. 6. 2019. authorise attorney Ivan Vrdoljak from Zagreb to

**Ivan Vrdoljak**  
Zagreb

1. submit my claim in the prebankruptcy proceedings nr. St-1118/19, UDRUGA KHL MEDVEŠČAK ZAGREB, OIB: 03711474898.
2. to represent me in the aforementioned prebankruptcy proceeding which is taking place under nr. St-1118/19 in front of the Commercial Court in Zagreb.

ALEXANDRE GIROUX



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## **PLAYER CONTRACT**

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between

**KHL MEDVEŠČAK**  
Schlosserove stube 2, 10000 Zagreb

and

**PLAYER**  
Alexandre Giroux  
Citizen of Canada

Dated 13th Day of July 2016.

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This PLAYER CONTRACT (the 'Agreement') is entered as of this 13th day of July 2016 by and between:

**KHL MEDVEŠČAK** a sports association, duly organized and existing under the laws of the Republic of Croatia, having its registered seat at Schlossove stube 2, 10000 Zagreb, registered with the Register of Associations of the Republic of Croatia under the registration number 21001170 (the 'Club'), represented by Damir Gojanović and Markoantonio Belinić.

and

(the 'player') **Alexandre Giroux**

(The Club and Player hereinafter collectively referred to as the 'Parties' or individually as a 'Party')

## **1 Scope of application**

1.1 This Agreement is effective throughout the duration of the Kontinental Hockey League ('KHL') 2016/2017 season which begins on July 25th 2016 and ends on April 30 2017, or the Croatian Ice Hockey Championship, whichever comes first (the 'Contract Period').

## **2 Player Fee**

2.1 For services rendered by the Player to the Club, which are the subject matter of this Agreement, alongside with the internal rules of the Club, the Parties agree that the net base compensation is set at 126.000 USD\$ net, which cannot be changed without an added supplement to this Agreement.

2.2 The KHL Net Base Compensation will be paid out in 9 (nine) installments for the 16-17 season as follows:

- |                               |                     |                               |
|-------------------------------|---------------------|-------------------------------|
| a) 1 <sup>st</sup> instalment | until September 5th | in the amount of 14,000 USD\$ |
| b) 2 <sup>nd</sup> instalment | until October 5th   | in the amount of 14,000 USD\$ |
| c) 3 <sup>rd</sup> instalment | until November 5th  | in the amount of 14,000 USD\$ |
| d) 4 <sup>th</sup> instalment | until December 5th  | in the amount of 14,000 USD\$ |
| e) 5 <sup>th</sup> instalment | until January 5th   | in the amount of 14,000 USD\$ |
| f) 6 <sup>th</sup> instalment | until February 5th  | in the amount of 14,000 USD\$ |
| g) 7 <sup>th</sup> instalment | until March 5th     | in the amount of 14,000 USD\$ |
| h) 8 <sup>th</sup> instalment | until April 5th     | in the amount of 14,000 USD\$ |
| i) 9 <sup>th</sup> instalment | until May 5th       | in the amount of 14,000 USD\$ |

2.3 In addition to compensations stipulated in paragraph 2.1 and 2.2 of this Article, the Parties agree on the Player's bonuses for the KHL.  
Bonuses within the KHL for both seasons are as follows:

- a) 15.000 USD\$ Net , if player scores 15 goals in KHL regular season.  
+5k each each additional 5 goals after 15
- b) 10.000 USD\$ Net , if player score more than 10 assists in KHL Regular season
- c) 10.000 USD\$ Net , if club reaches playoffs  
+5k each additional round
- d) 10.000 USD\$ Net , Top 3 forward team +/-  
10.000 USD\$ Net Top 3 forward team points

Player must play in 60% of KHL games for bonuses to apply.

2.4 The Player's fitness will be evaluated by the team doctor, head coach, head and strength/conditioning coach and the General Manager via standard team pre-season evaluation/ and a Vo2 (Min. of 52) testing before September 6, 2016. If The Player is not deemed to be fit to play or is physically not prepared for training camp, or has any injury restraint (obstacle) his salary for the respective season will be reduced to the previously received 13,333 USD\$ net and he will become a free agent without any further compensation due by the Club.

2.5 The Club will provide a budget of 850 USD Net per month for an Apt that will be at least 3 bedroms.

2.6 The Club will provide an 4 door automobile in excellent mechanical working condition including insurance, maintenance and licensing as necessary. All associated expenses except gas, shall be the responsibility of the Club. The Player will be responsible for all associated bills regarding parking tickets, offenses, etc. Player will pay an insurance deposit of 1.000 USD\$ for the car at the beginning of the season which will be returned to the Player at the end of the season so long as the car is left in the same condition in which it was admitted to use, and exacerbated only by regular use, along with all the keys. The specifications of the handover of the car will be agreed on by the Parties in a separate agreement.

2.7 The Player, wife and kids will be insured for medical, health and dental insurance for the entire Contract Period at the Club's expense.

2.8 Agent Fees will be paid from player to agent. Club is not responsible for any agent fees.

2.9 The club will purchase round trip flights player, wife and kid from Canada-Zagreb-Canada plus two additional flight for a family member to fly if wife and kids are flying alone.  
Extra baggage budget of 400 USD each way

#### 4 Image Rights

- 4.1 The Club has the exclusive rights, during the Contract Period only, to use the Player's name, image and likeness in connection with the advertisement and promotion of the Club's brand "Medveščak" and has the right to offer such rights also to all the Club's sponsor partners (including print media, television, radio, internet, point of sale, contests, etc.) during the Contract Period only and with Player's prior approval.

## **5 Obligations of the Player**

- 5.1 The General Manager of the Club, Head Coach and the Player will agree on a catalogue of professional conduct that will specify eventual penalties and education in base compensation for non-professional behavior detrimental to the success of the team.
- 5.2 If the Player is injured during the Contract Period in a hockey related accident or cannot play due to illness, the Club will respect all points of this Agreement and guarantee full payment of the salary for the whole Contract Period.
- 5.3 The Player has to provide the Club with all necessary paperwork required for his work permit which includes;
1. Original Long Form Birth Certificate
  2. Original Criminal Report
  3. Copy of passport and two passport size pictures.

Expenses for the requested paperwork are the responsibility of the Player.

The Player has to provide the Club with the necessary paperwork by July 15, 2016 and send the Club a fax or scan copy as proof, upon arrival to Zagreb submit to the Club secretary all above original documents. If the Player does not submit the above mentioned original paperwork by latest August 5, 2016 the Club has the right to terminate the Contract without any financial obligations to the Player.

Expenses for the requested paperwork are the responsibility of the Player. Without the above mentioned paperwork the Player cannot be registered for health, medical and dental insurance, thus any health, medical and dental expenses will be covered by the Player.

4. Player will sign an Official KHL standard contract.

5. Club will pay for work visas for player and family

## **6 Equipment**

- 6.1 The Club will provide all equipment necessary limited to 24 sticks and 2 pair of skates. Brand will be subject to sponsor agreement.

## **7 Termination and Cancellation of Agreement**

- 7.1 In the event that the Player causes irreparable damage to the reputation of the Club with irresponsible improper misconduct, or violates any of the provisions of this Agreement, the Club may unilaterally terminate this Agreement without any further financial obligations to the Player other than the payment of any earned and unpaid compensation, bonuses and/or other benefits.

- 7.2 In the event that the Player is intoxicated over a maximum of 0.50g/kg, or consumes any illegal substance that is prohibited by the Austrian Anti Doping Agency (NADA Austria), the Croatian Anti Doping Agency (HADA), and other relevant Croatian law, causing damage to the Club or the Player himself, the Agreement will automatically be terminated without any further financial obligations to the Player other than the payment of any earned and unpaid compensation, bonuses and/or other benefits.
- 7.3 The Player will adhere to code of conduct prescribed by the Ordinance on Public and Media relations which will be presented to the Player upon signing of this Agreement, and in the event that the Player does not abide accordingly the Agreement will be terminated automatically without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.4 The Player may not participate in other sports that may impair or destroy his abilities and skills as a hockey player such as: soccer, skiing, snowboarding, parachuting, jockeying and other such similar activities throughout the duration of this Agreement without prior approval from the Club. The Player agrees not to take part in other potentially dangerous activities without written consent from the Club. In the event of violation of these terms, the Club may terminate the Agreement with immediate effect without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.5 The Player is not permitted to engage in any betting and/or manipulation in connection EBEL, KHL, and Croatian Ice Hockey Championship games, or any other games in which the Club takes part. Otherwise, the Agreement will automatically be terminated without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.6 The team doctor may conduct regular blood and urine tests throughout the season, it is obligatory for the Player to answer to these tests according to the team doctor's instructions. In case the Player does not answer to the blood and urine tests, the Club has the right to unilaterally terminate this Agreement without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.7 The Player can cancel the Agreement at any time and become a free agent in the event that the Club is more than 35 days late with any of its payments for the 2016–2017 season. If the Club has not fulfilled its financial obligations under this Agreement that are due by December 31st 2016 before January 21st 2017, the Player automatically has the right to become a free agent, and the Club will still owe all of its monthly payment obligations based on the Net Base Compensations indicated in this Agreement.

## **8 Confidentiality**

- 8.1 The provisions of this Agreement, as well as any public or private notice that the Club and the Player have entered into this Agreement shall not be published in the media and this information will remain entirely confidential between the Club and those who are contractually obligated by this Agreement until June 15<sup>th</sup> 2016, with the exception that the Player can share details of this Agreement with his lawyers, agents and representatives.

8.2 The Club reserves the right to terminate this Agreement in the event that the Player violates the confidentiality clause of this Agreement without any further financial obligations to the Player other than payment of any earned and unpaid compensation and/or other benefits.

#### 9 Severability Clause

9.1 The provisions of this Agreement shall be each deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof and thereof. If any provision of this Agreement is or becomes invalid or unenforceable (i) a suitable and equitable provision shall be substituted therefore in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement shall not be affected by such invalidity or unenforceability nor shall such invalidity or unenforceability affect the validity or enforceability of such provisions or the application thereof.

9.2 If any provision of this Agreement shall be deemed invalid and subsequently becomes valid, the Parties agree that the provision in question shall be deemed valid as early as possible, and at the latest as of the moment at which the conditions for its validity were met.

#### 10 Dispute Resolution and Governing Law

10.1 In the event of a dispute, the Parties agree to try and resolve the issue amicably, and if they do not succeed in this, the competent court in Zagreb shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

10.2 This Agreement shall be governed by Croatian law.

10.3 The provisions of this Agreement may be amended only with consent of all Parties. Changes must be made in writing.

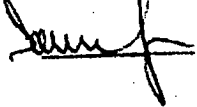
#### 11 Counterparts

11.1 The Parties by signing this Agreement confirm that they have read and understand the terms of this Agreement and that they demonstrate their intent to enter into this Agreement.

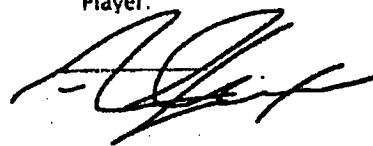
11.2 It is understood and acknowledged that all discussions with respect to this Agreement have been undertaken directly between the Player, the Club and the Player's authorized agent.

11.3 This Agreement is made in 3 identical copies, of which 1 belong to the Club, 1 to the Player, and 1 to Derek Mccann

For the Club:



Player:



Datum obračuna: 23.05.2019

Br.	Stavka / Opis	Datum	Iznos	Dug po kamati	Ukupni dug		
1.	GLAVNICA	01.06.2017	67.997,00	0,00	67.997,00		
	Period obračuna	Osnovica	Br. dana	K. stopa	Kta razdoblja	Kta kumulativno	Dug kumulativno
	02.06.2017 - 30.06.2017	67.997,00	29	7,68%	414,91	414,91	68.411,91
	01.07.2017 - 31.12.2017	67.997,00	184	7,41%	2.540,00	2.954,91	70.951,91
	01.01.2018 - 30.06.2018	67.997,00	181	7,09%	2.390,68	5.345,59	73.342,59
	01.07.2018 - 23.05.2019	67.997,00	327	6,82%	4.154,60	9.500,19	77.497,19

**Rekapitulacija obračuna**

Glavnica (1)	67.997,00 USD
Trošak ovrhe (0)	0,00 USD
Kamate	9.500,19 USD
Uplate (0)	0,00 USD
<b>Ukupni dug na dan 23.05.2019</b>	<b>77.497,19 USD</b>



HRVATSKA NARODNA BANKA

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## Tečajna lista

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**HRVATSKA NARODNA BANKA**

Tečajna lista broj 100, utvrđena na dan 22.5.2019., primjenjuje se od 23.5.2019.

Tečajevi u kunama – kn

Država	Šifra valute	Valuta	Jedinica	Kupovni za devize	Srednji za devize	Prodajni za devize
SAD	840	USD	1	6,626134	6,646072	6,666010

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