

FINANCIJSKA AGENCIJA

OIB: 85821130368

RC Zagreb, Ulica grada Vukovara 70, 10000 Zagreb
(adresa nadležne jedinice)

Nadležni trgovački sud: Trgovački sud u Zagrebu

Poslovni broj spisa: St - 1329/2022

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

25-05-2022

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

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: Pakos Interior: Tomasz Pakos

OIB: Nije dodijeljen OIB

Adresa / sjedište:

Ul. Kartuska 50/6, Gdansk 80-104, Poljska

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv: DIV GRUPA d.o.o.

OIB: 33890755814

Adresa / sjedište

Bobovica 10A | HR-10430 Samobor

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)

Vjerovnik (Pakos Interior) je s društvom Brodosplit-oblaganje d.o.o. sklopio Ugovor o uslugama. Na temelju navedenog ugovora sklopljen je Sporazum o nagodbi te Aneks br. 1 navedenom sporazumu kojim se društvo DIV GRUPA d.o.o. (dužnik) obvezalo ispuniti obvezu društva Brodosplit-oblaganje u odgovarajućem iznosu i do odgovarajućeg datuma.

Iznos dospjele tražbine: 535.776,61 (kn)

Glavnica: 533.914,05 (kn)

Kamate: 1.862,56 (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka:

0,00 (kn)

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

Račun br. 5/05/2021, Račun br. 3/06/2021, Račun br. 2/07/2021, 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

23. svibnja 2022.

Potpis vjerovnika
ODVJETNIK
BEATA GLINSKA
ZAGREB
ODVJETNIČKO DRUŠTVO
GLINSKA & MIŠKOVIĆ
d.o.o.
ZAGREB, Ulica grada Vukovara 269f
©

Napomena: Stranka je u postupku dodjele OIB-a

Prilozi:

Punomoć g. Tomasza Pakosa

Ugovor o uslugama

Ovjereni prijevod ugovora o uslugama

Sporazum o nagodbi

Ovjereni prijevod sporazuma o nagodbi

Aneks br. 1 Sporazumu o nagodbi

Ovjereni prijevod Aneksa br. 1 Sporazumu o nagodbi

Račun 5/05/2021

Račun 3/06/2021

Račun 2/07/2021

Obračun kamata

Ovaj prijevod sastoji se od 5 stranice / 10 lista
Br. - Ov - 22/22
Datum:18.5.2022.

OVJERENI PRIJEVOD ANEKSA S ENGLESKOG JEZIKA



Ovaj prijevod sastoji se od 5 stranica/stranica 1.
Br.- OV- 22/22
Datum: 18. svibnja 2022.



Ovjereni prijevod s engleskog jezika

ISOLATION Ltd. (d.o.o.) (prijašnji BRODOSPLIT ISOLATION Ltd. (d.o.o.)), trgovačko društvo osnovano i postojeće u skladu sa zakonima Republike Hrvatske, sa sjedištem u Put Supavla 21B, 21 000 Split, EU PDV identifikacijski broj: HR 06103202386, koje pojedinačno i samostalno zastupa Ivor Šuljić, član uprave društva (u daljnjem tekstu: „**ISOLATION**“),

PAKOS INTERIOR, trgovačko društvo osnovano i postojeće u skladu sa zakonima Poljske, sa sjedištem u UL KARTUSKA 50/6,802-104 GDANSK, POLJSKA, EU PDV identifikacijski broj: PL 5891210172, koje pojedinačno i samostalno zastupa TOMASZ PAKOS (u daljnjem tekstu: „**PAKOS**“),

DIV GROUP Ltd. (d.o.o.), trgovačko društvo osnovano i postojeće u skladu sa zakonima Republike Hrvatske, sa sjedištem u Bobovica 10A, 10430 Samobor, EU PDV identifikacijski broj: HR 33890755814, koje pojedinačno i samostalno zastupa Tomislav Debeljak, Predsjednik uprave društva u daljnjem tekstu: „**DIV**“),

ISOLATION, PAKOS i DIV u daljnjem tekstu se ponekad skupno spominju kao Ugovorne Strane, te svaka pojedinačno Ugovorna Strana),

su sklopili ovaj

ANEKS BR. 1 SPORAZUMA O NAGODBI (dalje u tekstu: „Aneks“)

Članak 1. PREAMBULA

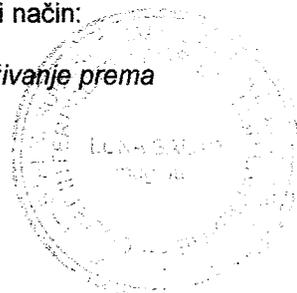
- 1.1 Ugovorne Strane potvrđuju da su dana 10. studenog 2021. sklopile Sporazum o nagodbi (u daljnjem tekstu: „**Sporazum**“).
- 1.2 Ugovorne Strane ovime međusobno potvrđuju da su dana 18.02.2022. godine postigle sporazum oko izmijenjene odredbe Ugovora o uslugama Ugovora o uslugama D2-2021 INTERIOR WORKS (Unutarnji radovi) 485,491, datum 10.11.2021.
- 1.3 Osim ako ovdje nije drugačije definirano, svi pojmovi koji započinju velikim slovom koji su definirani u Sporazumu o nagodbi imat će isto značenje i u ovom Aneksu, osim ako ovim Aneksom nije izričito predviđeno drugačije.
- 1.4 Ugovorne Strane su suglasno sklopile ovaj Aneks radi izmjene pojedinih odredbi Sporazuma, kako je navedeno niže u članku 2. Aneksa.

PAKOS vs DIV vs IZOLACIJA_20220218_Aneks 1. Sporazuma o Nagodbi_revMGV.docx_ispravljeno
(potpis nečitak/

Članak 2. PREDMET ANEKSA

- 2.1 Ugovorne Strane su suglasne da se Članak 1.2. **Sporazuma** izmjenjuje na idući način:

„Ugovorne Strane se ovime sporazumno slažu da **PAKOS** ima otvoreno potraživanje prema **ISOLATION-u** u iznosu od **71.025,90 EUR**“.



Ovjereni prijevod s engleskog jezika

2.2 Ugovorne Strane su suglasne da se Članak 1.3. **Sporazuma o nagodbi** izmjenjuje na idući način:

1.3 Ovime ISOLATION neopozivo i bezuvjetno ustupa svoju preostalu obvezu za plaćanje prema PAKOS-u DIV-u te se DIV ovime, u skladu s uvjetima iz ovog Sporazuma, obvezuje neopozivo i bezuvjetno naknaditi preostalu tražbinu u iznosu od **71.025,90 EUR** umjesto ISOLATION-a do **11. travnja 2022.**"

2.3 Ugovorne Strane su suglasne da se Članak 1.4. **Sporazuma** izmjenjuje na idući način:

1.4 U skladu s uvjetima iz odredbe čl. 1.3 Sporazuma, PAKOS se obvezuje:

- Vratiti radnike u brodogradilište u Splitu te započeti s ispunjavanjem radova i obveza iz Ugovora o uslugama D2-2021 INTERIOR WORKS (Unutarnji radovi) 485,491 (u daljnjem tekstu: „**Ugovor**“) najkasnije do 18.4.2022“.
- osigurati dovoljan broj radnika za izvođenje radova u skladu sa **Ugovorom** za svaki tjedan rada, a barem kako slijedi

Tjedan (2022)	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Broj radnika	8	10	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Tjedan (2022)	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
Broj radnika	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24

Članak 3. ZAVRŠNE ODREDBE

- Ovaj **Aneks** se primjenjuje po:
 - potpisu od dana potpisivanja **Aneksa** od osoba ovlaštenih za zastupanje svih Ugovornih Strana
 - ispunjenju do 11. travnja 2022 odredbi Aneksa br. 1 Sporazumu o nagodbi, posebice članaka 2.1 i 2.2.
- Ako se gore navedeni uvjeti ne ispune u navedenom roku, izuzev ako se ne produjli uzajamnim dogovorom Ugovornih strana u pisanom obliku, ovaj Ugovor o uslugama smatrat će se ništavim i nevaljanim kao da nikada nije sklopljen, osim ako nije drugačije dogovoreno, bez odgovornosti jedne Ugovorne Strane drugoj Ugovornoj Strani za bilo kakvu štetu u bilo kojem pogledu.
- Usprkos mogućem raskidu Ugovora o uslugama, u skladu s gornjim odredbama članaka 3.1 i 3.2, postojeće financijsko potraživanje u iznosu navedenom u članku 2.2. Aneksa br. 1 Sporazumu o nagodbi između Ugovornih Strana ostaje na snazi te zadržava obveznu nadoknadivost.
- Ugovorne Strane su suglasne da će se svaki nesporazum u vezi s Aneksom rješavati mirnim putem, te u slučaju nemogućnosti rješavanja spora mirnim putem, nadležan će biti sud u Splitu.
- Ovaj Aneks sastavljen je u 3 (tri) istovjetna primjerka od kojih ISOLATION, PAKOS i DIV zadržavaju svaki po 1 (jedan) primjerak.

PAKOS vs DIV vs IZOLACIJA_20220218_Aneks 1. Sporazuma o Nagodbi_revMGV.docx_ispravljeno
/potpis nečitak/

Ovaj prijevod sastoji se od 5 stranica/stranica 3.
Br. - OV- 22/22
Datum: 18. svibnja 2022.



Ovjereni prijevod s engleskog jezika

/Zig crne boje: OBLAGANJE d.o.o., Split, OIB: 06103202386/

ISOLATION Ltd. (d.o.o.)

/potpis nečitak/

Igor Šuljc
Član uprave društva

Datum: _____

PAKOS INTERIOR

/Zig crne boje: „PAKOS INTERIOR“ Tomasz Pakos, UL KARTUSKA 50/6, 802-104 GDANSK, NIP PL 5891210172, REGON 220347868, tel. + 48 791 791 417/

/potpis nečitak/

Tomasz Pakos

Datum: 18.02.2022

DIV GROUP Ltd (d.o.o.)

/Zig crne boje: „DIV GRUPA d.o.o., 10430 SAMOBOR, Bobovica 10/A, Tel. 01 3377000, faks: 01 3376 155, OIB: 33890755814 /

/potpis nečitak/

Tomislav Debeljak
Predsjednik uprave društva

Datum: _____

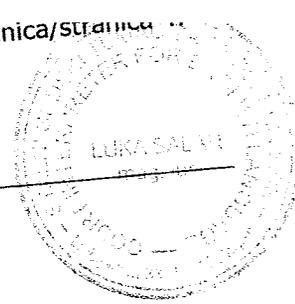
PAKOS vs DIV vs IZOLACIJA_20220218_Aneks 1. Sporazuma o Nagodbi_revMGV.docx_ispravljeno

PAKOS INTERIOR, trgovačko društvo osnovano i postojeće u skladu sa zakonima Poljske, sa sjedištem u UL KARTUSKA 50/6, 802-104 GDANSK, POLJSKA, EU PDV identifikacijski broj: PL 5891210172, koje pojedinačno i samostalno zastupa TOMASZ PAKOS (dalje: „Izvođač“),

DIV GROUP Ltd. (d.o.o.), trgovačko društvo osnovano i postojeće u skladu sa zakonima Republike Hrvatske, sa sjedištem u Bobovica 10A, 10430 Samobor, EU PDV identifikacijski broj: HR 33890755814, koje pojedinačno i samostalno zastupa Tomislav Debeljak, Predsjednik uprave društva (dalje: „Naručitelj“),

(Izvođač i Naručitelj u daljnjem tekstu se ponekad skupno spominju kao Ugovorne Strane, te svaka pojedinačno Ugovorna Strana),





Prevedeni prijevod s engleskog jezika

sklopiti ovaj

ANEKS BR. 1
UGOVORU O USLUGAMA D2-2021 INTERIOR WORKS (UNUTARNJI RADOVI) 485,491
(dalje u tekstu: „Aneks“)

Članak 1.
PREAMBULA

Ugovorne Strane potvrđuju da su dana 10. studenog 2021. sklopile Ugovor o uslugama D2-2021 INTERIOR WORKS (Unutarnji radovi) 485,491 (u daljnjem tekstu: „Ugovor“).
Ugovorne Strane ovime međusobno potvrđuju da su dana 18.02.2022. godine postigle sporazum oko izmjena odredbi Sporazuma o nagodbi, od dana 10.11.2021.
Osim ako ovdje nije drugačije definirano, svi pojmovi koji započinju velikim slovom koji su definirani u Ugovoru imat će isto značenje i u ovom Aneksu, osim ako ovim Aneksom nije izričito predviđeno drugačije.
Ugovorne Strane su suglasne sklopiti ovaj Aneks radi izmjene pojedinih odredbi Ugovora, kako je navedeno niže u članku 2. Aneksa.

Članak 2. PREDMET ANEKSA

Ugovorne Strane su suglasne da se Članak 8. Ugovora izmjenjuje na idući način:

„Članak 8. Specifikacija Radova

Adresa mjesta rada	Prostorije Naručitelja
Trajanje ugovora	18.04.2022 - 12.12.2022.
Kvalifikacija radnika	Radnik za unutarnje radove
	„

PAKOS vs DIV _20220218_Aneks 1. Ugovora CZ-2021-3_revMGV.docx
/potpis nečitak/

Članak 3. ZAVRŠNE ODREDBE

- 3.1 Ovaj Aneks se primjenjuje po:
a. potpisu od dana potpisivanja Aneksa od osoba ovlaštenih za zastupanje svih Ugovornih Strana
b. ispunjenju do 11. travnja 2022 odredbi Aneksa br. 1 Sporazumu o nagodbi, posebice članaka 2.1 i 2.2.
- 3.2 Ako se gore navedeni uvjeti ne ispune u navedenom roku, izuzev ako se ne produlji uzajamnim dogovorom Ugovornih strana u pisanom obliku, ovaj Ugovor o uslugama smatrat će se ništavim i nevaljanim kao da nikada nije sklopljen, osim ako nije drugačije dogovoreno, bez odgovornosti jedne Ugovorne Strane drugoj Ugovornoj Strani za bilo kakvu štetu u bilo kojem pogledu.
- 3.3 Usprkos mogućem raskidu Ugovora o uslugama, u skladu s gornjim odredbama članka 3.1 i 3.2, postojeće financijsko potraživanje u iznosu navedenom u članku 2.2. Aneksa br. 1 Sporazumu o nagodbi između Ugovornih Strana ostaje na snazi te zadržava obveznu nadoknadivost.



Ovjereni prijevod s engleskog jezika

- 3.4 Ugovorne Strane su suglasne da će se svaki nesporazum u vezi s Aneksom rješavati mirnim putem, te u slučaju nemogućnosti rješavanja spora mirnim putem, nadležan će biti sud u Splitu.
- 3.5 Ovaj Aneks sastavljen je u 2 (dva) istovjetna primjerka od kojih Izvođač i Naručitelj zadržavaju svaki po 1 (jedan) primjerak.

PAKOS INTERIOR

Big orne boje: „PAKOS INTERIOR“ Tomasz Pakos, UL KARTUSKA 50/6, 80-104 GDANSK, NIP PL 5201210172, REGON 220347868, tel. + 48 791 791 4171

Big orne boje: OBLAGANJE d.o.o., Split, OIB: 061032023861

/potpis nečitak/

Tomasz Pakos

Datum: 18.02.2022

DIV GROUP Ltd (d.o.o.)

Big orne boje: „DIV GRUPA d.o.o.“, 10430 SAMOBOR, Bobovica 10/A, Tel. 01 3377000, faks: 01 3376 155, OIB: 338907558141

/potpis nečitak/

Tomislav Debeljak
Predsjednik uprave društva

Datum: _____

PAKOS vs DIV_20220218_Aneks 1. Ugovora CZ-2021-3_revMGV.docx
/potpis nečitak/

/nap. sud. tum.: prijevod napravljen na temelju preslike/

Kraj prijevoda s engleskog jezika

Broj 22/22

Ja, LUKA SALAR, mag. iur., stalni sudski tumač za engleski jezik, imenovan rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-929/2019 od 16. srpnja 2019., potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 18. svibnja 2022. godine

sudski tumač:

LUKA SALAR
Sudski tumač


ISOLATION Ltd. (former BRODOSPLIT ISOLATION Ltd.), a company organized and existing under the laws of Croatia, having its registered office at Put Supavica 218, 21 000 Split, EU VAT identification number: HR 06103202386, represented solely and independently by Ivor Šuljić, Member of the Management Board, (hereinafter ISOLATION),

and

PAKOS INTERIOR, a company organized and existing under the laws of Poland, having its registered office at UL. KARTUSKA 50/6, 802-104 GDANSK, POLAND, EU VAT identification number: PL 5891210172, represented solely and independently by TOMASZ PAKOS (hereinafter PAKOS),

and

DIV GROUP Ltd., a company organized and existing under the laws of Croatia, having its registered office at Isokovica 10A, 10430 Samobor, EU VAT identification number: HR 31850755814, represented solely and independently by Tomislav Debeljak, President of the Management Board, (hereinafter DIV),

(ISOLATION, PAKOS and DIV hereinafter sometimes collectively referred to as the Parties or each individually as the Party),

have entered into this

**ANNEX No. 1
TO SETTLEMENT AGREEMENT
(hereinafter Annex)**

**Article 1
PREAMBLE**

- 1.1 The Parties acknowledge that they have entered on 10th of November 2021 into Settlement agreement (hereinafter Agreement).
- 1.2 The Parties hereby mutually confirm that on the date of 18.02.2022, they reached an agreement over the amended stipulation of the Service Contract Service Contract 02-2021 INTERIOR WORKS 485,491 date 10.11.2021.
- 1.3 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Settlement Agreement shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 1.4 The Parties agree to enter into the conclusion of the Annex for the purpose of amending certain provisions of the Agreement, as provided below in Article 2 of the Annex.

Article 2 SUBJECT OF THE ANNEX

2.1 The parties agree that Article 1.2 of the Agreement shall be amended to read as follows:

"The Parties hereby mutually agree that PAKOS has an open claim against ISOLATION in the amount of 71.025,90 EUR."

2.2 The parties agree that Article 1.3 of the Settlement Agreement shall be amended to read as follows:

1.3 "Hereby ISOLATION irrevocably and unconditionally assign their pending payment obligations towards PAKOS to DIV and DIV hereby, under the conditions of this Agreement, DIV undertakes to reimburse irrevocably and unconditionally the open claim in the amount of EUR 71.025,90 instead of ISOLATION by 11th of April 2022."

2.3 The parties agree that Article 1.4 of the Agreement shall be amended to read as follows:

2.4. "With reservations to stipulations of Article 1.3 of Agreement PAKOS undertakes to:
a. return workers to the shipyard in Split and start execution of its works and obligations under the Service Contract D2-2021 INTERIOR WORKS 485491 (hereinafter Contract) no later than 18.04.2022"
b. to provide a sufficient number of workers to perform the works in accordance with the Contract for each week of work, and at least as follows:

Week 01/21	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																	
Week 02/21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Week 03/21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Week 04/21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Article 3 FINAL PROVISIONS

3.1 This Annex is enforced upon:

- a. Signature from the date of signing of the Annex by authorized representatives of all Parties.
- b. Fulfilling by 11th of April 2022 the stipulations of the Annex no 1 to SETTLEMENT AGREEMENT especially referring to items 2.1. and 2.2.

3.2 Should the above conditions not be completed within the time specified unless extended by mutual agreement of the Parties in writing, this Service Contract shall be considered null and void as it was never entered into, unless otherwise mutually agreed, without other Party becoming liable to the other one for any damages in any respect.

3.3 Despite of eventual Service Contract termination as per provision of Article 3.1 and 3.2 above, the financial claim in value presented in Article 2.2 of Annex no 1 to SETTLEMENT AGREEMENT being existing between the Parties remains in force and maintain obligatory reimbursable.

3.4 The Parties agree that any disagreement regarding the Annex shall be settled amicably, and in the event of such failure, the court in Split shall have the respective jurisdiction.

3.5 This Annex has been made in 3 (three) identical originals of which ISOLATION, PAKOS and DIV are to receive 1 (one) original each.

OBLAGANJE d.o.o.

Split

OIB: 06103202386

ISOLATION Ltd

Ivor Šuljić
Member of the Management Board

Date:

PAKOS INTERIOR

PAKOS INTERIOR[®] Tomaz Pakos
ul. Pargula 50/6 59-104 Gidast
NIP: 5291710172, REGON 229347868
Tel: +385 791 791 417

TOMAZ PAKOS

Date:

18.02.2022

DIV GROUP Ltd

Tomislav Čebeljak
President of the Management Board

ITV GRUPA d.o.o.

PROŠĆO ČAMČOŠIĆ, Bobovica 1VA
Tel. 01 3377 000, Fax: 01 3373 165
OIB: 33300724314

Date:

Article 3 FINAL PROVISIONS

3.1 This Annex is entered upon:

- a. Signature from the date of signing of the Annex by authorized representatives of all Parties.
- b. Fulfilling by 11th of April 2022 the stipulations of the Annex no. 1 to SETTLEMENT AGREEMENT especially referring to items 2.1 and 2.2.

3.2 Should the above conditions not be completed within the time specified unless extended by mutual agreement of the Parties in writing, this Service Contract shall be considered null and void as it was never entered into, unless otherwise mutually agreed, without other Party becoming liable to the other one for any damages in any respect.

3.3 Despite of eventual Service Contract Termination as per provision of Article 3.1 and 3.2 above, the financial claims in value presented in Article 2.2 of Annex no. 1 to SETTLEMENT AGREEMENT being existing between the Parties remains in force and maintain obligatory reimbursable.

3.4 The Parties agree that any disagreement regarding the Annex shall be settled amicably, and in the event of such failure, the court in Split shall have the respective jurisdiction.

3.5 This Annex has been made in 2 (two) identical originals of which Contractor and Client are to receive 1 (one) original each.

PAKOS INTERIOR

TOMASZ PAKOS

DNA GROUP Ltd

Tomáš Dufek,
President of the Management Board

Date: _____

PAKOS INTERIOR Tomasz Pakos
Ul. Karuzia 50/6 88-104 Gdansk
NIP: PL 582312272 REGON: 142237263
tel: +48 791 791 417

JBLAGANJE d.o.o.

Split

OIB: 06103202386

DNA GRUPA d.o.o.
10000 SAMOBOR, Bobovca 10/A
tel. 01 3377-000 Fax 01 3378-100
OIB: 30356766014

Ovaj prijevod sastoji se od 5 stranice / 10 lista
Br. - Ov - 23/22
Datum: 18.5.2022.

**OVJERENI PRIJEVOD SPORAZUMA O NAGODBI S ENGLESKOG
JEZIKA**



Ovjereni prijevod s engleskog jezika

ISOLATION Ltd. (d.o.o.) (prijašnji BRODOSPLIT ISOLATION Ltd. (d.o.o.)), trgovačko društvo osnovano i postojeće u skladu sa zakonima Republike Hrvatske, sa sjedištem u Put Supavla 21B, 21 000 Split, EU PDV identifikacijski broj: HR 06103202386, koje pojedinačno i samostalno zastupa Ivor Šuljić, član uprave društva (u daljnjem tekstu: „**ISOLATION**“),

PAKOS INTERIOR, trgovačko društvo osnovano i postojeće u skladu sa zakonima Poljske, sa sjedištem u UL KARTUSKA 50/6,802-104 GDANSK, POLJSKA, EU PDV identifikacijski broj: PL 5891210172, koje pojedinačno i samostalno zastupa TOMASZ PAKOS (u daljnjem tekstu: „**PAKOS**“),

DIV GROUP Ltd. (d.o.o.), trgovačko društvo osnovano i postojeće u skladu sa zakonima Republike Hrvatske, sa sjedištem u Bobovica 10A, 10430 Samobor, EU PDV identifikacijski broj: HR 33890755814, koje pojedinačno i samostalno zastupa Tomislav Debeljak, Predsjednik uprave društva (u daljnjem tekstu: „**DIV**“),

(ISOLATION, PAKOS i DIV u daljnjem tekstu se ponekad skupno spominju kao Ugovorne Strane, te svaka pojedinačno Ugovorna Strana),

su sklopili ovaj

SPORAZUM O NAGODBI (dalje u tekstu: „Sporazum“)

Članak 1.

- 1.1 **Ugovorne Strane** suglasno potvrđuju da je **PAKOS** sklopio ugovor sa **DIV-om**, **ISOLATION-om** i **BRODOSPLIT Ltd** glede unutarnjih radova na novogradnji 485.
- 1.2 **Ugovorne Strane** ovime suglasno utvrđuju da **PAKOS** nema otvorenih potraživanja protiv **DIV-a** i društva **BRODOSPLIT Ltd.**, te da **PAKOS** ima otvoreno potraživanje protiv **ISOLATION-a** u iznosu od 91.025,90 EUR.
- 1.3 Ovim **Sporazumom** **DIV** se obvezuje podmiriti otvorena potraživanja u iznosu od 91.025,90 EUR umjesto **ISOLATION-a** u skladu sa idućom dinamikom plaćanja:
 - 20.000,00 EUR do 12. studenog 2021.,
 - 20.000,00 EUR do 30. studenog 2021.,
 - 51.025,90 EUR do 15. prosinca 2021.
- 1.4 Istovremeno sa sklapanjem ovog **Sporazuma**, **PAKOS** se obvezuje sklopiti novi ugovor sa **DIV-om**, koji ugovor je Aneks 1. ovom Sporazumu, te će **PAKOS** započeti s ispunjavanjem radova i obveza sukladno ugovoru najkasnije do **06.12.2021.**

/potpis nečitak/

/potpis nečitak/

Članak 2.

- 2.1 Ovaj **Sporazum** stupa na snagu s danom potpisa ovog **Sporazuma** od strane osoba ovlaštenih za zastupanje svih **Ugovornih Strana**.



Ovaj prijevod sastoji se od 5 stranica/stranica 2.
Br.- OV- 23/22
Datum: 18. svibnja 2022.

Ovjereni prijevod s engleskog jezika

Članak 3.

3.1 Ovaj **Aneks** sastavljen je u 3 (tri) istovjetna primjerka od kojih **ISOLATION, PAKOS i DIV** zadržavaju svaki po 1 (jedan) primjerak.

(Zig crne boje: OBLAGANJE d.o.o., Split, OIB: 06103202386)

ISOLATION Ltd. (d.o.o.)

(potpis nečitak)

Tom Šušić
Član uprave društva

Datum: 10.11.2021.

PAKOS INTERIOR

(Zig crne boje: „PAKOS INTERIOR“ Tomasz Pakos, UL KARTUSKA 50/6,80-104 GDANSK, NIP PL 5891210172, REGON 220347868, tel. + 48 791 791 417)

(potpis nečitak)

Tomasz Pakos

Datum: 10.11.2021.

DIV GROUP Ltd (d.o.o.)

(potpis nečitak)

Tomislav Debeljak
Predsjednik uprave društva

Datum: _____

Ugovor o uslugama

D2-2021 UNUTARNJI RADOVI 485,491
(u daljnjem tekstu: „Ugovor“)

DIV GRUPA d.o.o., Samobor, Bobovica 10/A, PDV HR33890755814, zastupano po predsjedniku uprave društva Tomislavu Debeljaku (u daljnjem tekstu: „Naručitelj“)

PAKOS INTERIOR, TOMASZ PAKOS,

Ovjereni prijevod s engleskog jezika

UL KARTUSKA 50/6,802-104 GDANSK, POLJSKA

PDV EU: PL 5891210172, (u daljnjem tekstu: „Izvođač“)

(u daljnjem tekstu) Naručitelj i Izvođač pod zajedničkim nazivom „Stranke“ i svaka zasebno „Stranka“)

1. Predmet Ugovora

1.1 Izvođač se obvezuje izvoditi radove i pružati usluge navedene u ovom Ugovoru i Naručitelj se obvezuje prihvatiti radove i izvršiti plaćanja prema zadanim uvjetima iz ovog Ugovora.

1.2 Opis radova, datum početka i završetka radova te trajanje istih, mjesto rada i ostali značajni podaci bit će navedeni u ovom Ugovoru (u daljnjem tekstu: „Radovi“).

2. Cijena i plaćanja

2.1 Cijena i načini plaćanja navedeni su u ovom Ugovoru.

3. Obveze stranaka

3.1. Naručitelj se obvezuje:

3.1.1. Osigurati sve potrebne materijale potrebne za izvođenje Radova koji su u skladu sa pravilima struke;

3.1.2. Pružiti Izvođaču sve potrebne informacije u vezi sa zakonskim uvjetima propisanim u zakonima države mjesta rada u pogledu izvođenja Radova iz Ugovora;

3.1.3. Osigurati da će se Radovi izvoditi samo na mjestu rada i u vremenskom razdoblju naznačenom u ovom Ugovoru;

3.1.4. Omogućiti radnicima Izvođača uvjete rada koji zadovoljavaju uvjete zaštite na radu, protupožarne zaštite i zaštite okoliša utvrđene pravnim propisima zemlje mjesta rada.

3.1.5. Pružiti Izvođaču informacije o postojećim i potencijalnim čimbenicima rizika i o uporabi mjera zaštite od takvih čimbenika kako bi Izvođač mogao prosljediti ove informacije radnicima, odnosno izvođačima Radova;

3.1.6. Naručitelj neće nastojati održavati radni odnos s bilo kojim radnikom Izvođača bez pisane suglasnosti Izvođača koja je dana u vrijeme izvršenja ovog Ugovora, ne djelujući samostalno niti s drugim osobama ili putem drugih osoba, ni izravno ni neizravno;

3.1.7. Obavijestiti Izvođača o svim okolnostima koje mogu utjecati na pravilno izvršenje Ugovora, kao i okolnosti koje mogu utjecati na raskid ili prestanak ovog Ugovora.

3.1.8. Da svojim radnicima osigura ručne alate potrebne za izvođenje Radova,

3.1.9. Ako je izvođač bez navođenja razloga prekinuo radove. Naručitelj zadržava pravo raskinuti ugovor nakon 7 dana.

3.2.1 Izvođač se obvezuje:

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3.2.2 Osigurati kvalificirane radnike za izvođenje Radova za Naručitelja, na temelju zahtjeva i informacija danih od strane Naručitelja; prihvatiti odluku Naručitelja da ne prihvati radnike ako ne zadovoljavaju Naručiteljeve potrebe/kvalifikacije i ne tražiti od Naručitelja da pokrije sve povezane troškove za navedene radnike.

3.2.3 Osigurati da radnici koji izvode Radove imaju sve potrebne dozvole i kvalifikacije;

3.2.4 Izvođač je dužan Naručitelju dostaviti sljedeće podatke prije zaključenja Ugovora:

- popis radnika koji će izvoditi Radove u Brodogradilištu Naručitelja,
- liječničko uvjerenje da su radnici sposobni za izvođenje Radova s posebnim uvjetima rada koje izdaje ovlaštena zdravstvena ustanova,
- dokaz o sposobnosti za rad na siguran način za sve radnike (osposobljavanje za rad na siguran način i utvrđivanje radne sposobnosti mora se provoditi u skladu s rizicima i opasnostima prisutnim i koje se mogu pojaviti tijekom rada u brodogradilištu, odnosno prema pripremljenoj procjeni rizika),

Ovjereni prijevod s engleskog jezika

- d) uvjerenje o osposobljenosti za zaštitu od požara,
- e) za strance, sve dokumente potrebne za boravak i rad na području Republike Hrvatske u skladu s važećim propisima Republike Hrvatske i Europske unije.

3.2.5 Na temelju i oslanjajući se na informacije koje je dostavio Naručitelj, Izvođač se obvezuje obavijestiti, podučavati i upućivati svoje radnike o uvjetima zaštite na radu, zaštite od požara i zaštite okoliša, o čimbenicima rizika i o korištenju zaštitnih mjera;

3.2.6 U opsegu primjenjivom na Radove, Izvođač se obvezuje djelovati i jamči da će njegovi zaposlenici postupati u skladu s: Općim uvjetima poslovanja s Naručiteljem

3.2.7 Obavijestiti Naručitelja o svim okolnostima koje mogu utjecati na pravilno izvršenje ovog Ugovora, kao i o okolnostima koje mogu utjecati na raskid ili prestanak ovog Ugovora.

3.2.8 Izvođač neće nastojati održavati radne odnose s bilo kojim Klijentima ili zaposlenicima Naručitelja bez pismene suglasnosti Naručitelja niti u vrijeme sklapanja ovog Ugovora, ne djelujući samostalno niti s drugim osobama ili putem drugih osoba, ni izravno ni neizravno.

4. Odgovornost

4.1. Ukoliko Naručitelj u cijelosti ili djelomično prekrši obveze preuzete ovim Ugovorom, utoliko će Naručitelj nadoknaditi sve gubitke Izvođaču, uključujući, ali ne ograničavajući se na gubitke koji su nastali zbog ne otkrivanja ili neispravnog/nepotpunog otkrivanja informacija navedenih u Ugovoru te također zbog neosiguravanja radnicima Izvođača uvjeta rada koji ispunjavaju uvjete u vezi zaštite na radu, protupožarne zaštite i zaštite okoliša. Odgovornost Naručitelja prema ovom Ugovoru ograničena je do 10.000 EUR.

4.2. Ukoliko Naručitelj prekrši članak 3.1.6. ovog Ugovora, utoliko će Naručitelj platiti Izvođaču novčanu kaznu od 10.000 EUR (deset tisuća eura) za svaki slučaj kršenja.

4.3. Ukoliko Izvođač prekrši članak 3.2.9. ovog Ugovora, utoliko će Izvođač platiti Naručitelju novčanu kaznu od 10.000 EUR (deset tisuća eura) za svaki slučaj kršenja,

4.4. Ukoliko Izvođač u potpunosti ili djelomično prekrši obveze preuzete ovim Ugovorom, utoliko će Izvođač nadoknaditi i obeštetiti sve gubitke i štete nastale Naručitelju. Izvođač će nadoknaditi štetu i gubitke koji su nastali Naručitelju radnjama njegovih radnika.

5. Povjerljivost

5.1. Sve odredbe ovog Ugovora, kao i svi navedeni dokumenti, razmijenjene informacije između Stranaka u vezi s ovim Ugovorom (u nastavku pod zajedničkim nazivom „Povjerljive informacije“) su povjerljive i ne smiju se otkriti trećoj strani bez pisanog pristanka druge Stranke Ugovora, osim za slučaj otkrivanja informacija revizorima i odvjetnicima koji su obvezni čuvati povjerljivost objavljenih informacija. Ako državna institucija i/ili sud zahtijeva otkrivanje bilo kojeg dijela ili svih povjerljivih informacija prema ovom Ugovoru, Stranka će o takvom zahtjevu odmah obavijestiti drugu Stranku Ugovora.

5.2. Ako Stranke prekrše članak o Povjerljivosti ovog Ugovora, plaćaju kaznu od EUR 10.000,00 oštećenoj Stranci.

6. Nadzor

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Način plaćanja

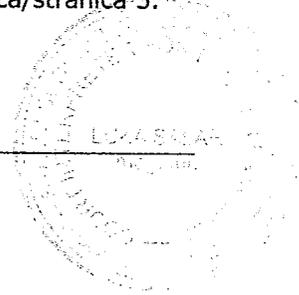
15 dana od izdavanja Računa

5.1. Ako Naručitelj ne isplati naknadu za rad Izvođača, Izvođač zadržava pravo na prestanak rada nakon 7 dana.

5.1.1. Troškovi izvršenja ugovora:

Izvođač preuzima odgovornost za navedene troškove:

- pravna dokumentacija,
- osiguravanje radnicima potrebnu osobnu zaštitnu opremu (OZO),



Ovjereni prijevod s engleskog jezika

- strane

Doveze Naručitelja:

- Smještaj
 - Avati
 - Edukacija o zaštiti na radu u odnosu na postupke u brodogradilištu
 - Troškovi prijevoza;
 - a) troškovi putovanja PL->HR, HR->PL (rotacija svakih 6 tjedana do PL)
 - b) troškovi puta od smještaja u Hrvatskoj do brodogradilišta i natrag do smještaja
- Davati sve potrebne informacije radnicima Izvođača.

Naručitelj:

DIV GRUPA d.o.o, Samobor,
Bobovica 10/A, PDV HR33890755814

/potpis nečitak/

Predsjednik uprave društva Tomislav Debejjak

Izvođač:

PAKOS INTERIOR
TOMASZ PAKOS
UL. KARTUSKA 50/6
80-104 GDANSK, POLJSKA

PDV EU; PL5891210172

/potpis nečitak/

Ižig crne boje: „PAKOS INTERIOR“ Tomasz Pakos, UL KARTUSKA 50/6, 80-104 GDANSK, NIP PL 5891210172, REGON 220347868, tel. + 48 791 791 4171

/potpis nečitak/

/nap. sud. tum.: prijevod napravljen na temelju preslike/

Kraj prijevoda s engleskog jezika

Broj 23/22

Ja, LUKA SALAR, *mag. iur.*, stalni sudski tumač za engleski jezik, imenovan rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-929/2019 od 16. srpnja 2019., potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 18. svibnja 2022. godine

sudski tumač:



ISOLATION Ltd. (former BRODOSPLIT ISOLATION Ltd.), a company organized and existing under the laws of Croatia, having its registered office at Put Supavla 21B, 21 000 Split, EU VAT identification number: HR 06103202386, represented solely and independently by Ivor Suljić, member of the Management Board, (hereinafter ISOLATION),

and

PAKOS INTERIOR, a company organized and existing under the laws of Poland, having its registered office at UL KARTUSKA 50/6, 802-104 GDANSK, POLAND, EU-VAT identification number: PL 5891210172, represented solely and independently by TOMASZ PAKOS (hereinafter PAKOS),

and

DIV GROUP Ltd., a company organized and existing under the laws of Croatia, having its registered office at Bobovica 10A, 10430 Samobor, EU VAT identification number: HR 33890755814, represented solely and independently by Tomislav Debeljak, President of the Management Board, (hereinafter DIV),

(ISOLATION, PAKOS and DIV hereinafter sometimes collectively referred to as the Parties or each individually as the Party),

have entered into this

SETTLEMENT AGREEMENT (hereinafter: Agreement)

Article 1

- 1.1. The Parties hereby mutually agree that PAKOS has entered into contracts with DIV, ISOLATION and BRODOSPLIT Ltd regarding interior works on newbuilding 485.
- 1.2. The Parties hereby mutually agree that PAKOS has no open claims against DIV and company BRODOSPLIT Ltd, and that PAKOS has an open claim against ISOLATION in the amount of \$1.025,90 EUR.
- 1.3. Under this Agreement, DIV undertakes to settle the open claim in the amount of EUR \$1.025,90 instead of ISOLATION according to the following payment dynamics:
 - 20.000,00 EUR by 12th of November 2021,
 - 20.000,00 EUR by 30th of November 2021,
 - \$1.025,90 EUR by 15th of December 2021.
- 1.4. Simultaneously with the conclusion of this Agreement, PAKOS undertakes to enter into a new contract with DIV, which contract is Annex 1 to this Agreement, and PAKOS will start execution of its works and obligations under contract no later than 06.12.2021.

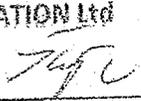
Article 2

2.1. This Agreement is effective from the date of signing of the Agreement by authorized representatives of all Parties.

Article 3

3.1. This Annex has been made in 3 (three) identical originals of which ISOLATION, PAKOS and DIV are to receive 1 (one) original each.

ISOLATION Ltd


Ivor Šuljić,
Member of the Management Board

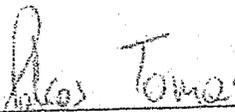
OBLAGANJE d.o.o.

Split

OIB: 06103202386

Date: 10.11.2021

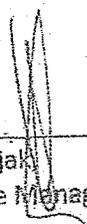
PAKOS INTERIOR


TOMASZ PAKOS

"PAKOS INTERIOR" Tomasz Pakos
Ul. Kartuska 50/6 80-104 Gdańsk
NIP PL 5891210172, REGON 220347868
tel: +48 791 791 417

Date: 10.11.2021

DIV GROUP Ltd


Tomislav Debeljak
President of the Management Board

Date: _____

Service Contract
D3-2021 INTERIOR WORKS 485,491
(further called the Contract)

GRUPA d.o.o. Samobor, Bobovica 10/A, VAT HR33890755814, represented by the
Chairman of the Management Board, Tomislav Debeljak (further called the Client)

And

PAKOS INTERIOR, TOMASZ PAKOS,
UL KARTUSKA 50/6, 802-104 GDANSK, POLAND

VAT EU: PL 5291210172, (further called Contractor)

(hereinafter) the Client and Contractor together also referred as "Parties" or each separately as
"Party")

1. **Subject matter of the Contract**
 - 1.1. The Contractor undertakes to perform works and provide services indicated in this Contract and the Client undertakes to accept works and make payments according to the terms and conditions set forth in this Contract.
 - 1.2. The description of works, the beginning and end dates of works also the duration of works, workplace and other significant information shall be indicated in this Contract (further called – "the Works").
2. **Price and Payments**
 - 2.1. The price and payment arrangements are set forth in the present Contract.
3. **Obligations of the Parties**
 - 3.1. The Client undertakes:
 - 3.1.1. To provide all the necessary materials required to execute the Works that are in accordance with the rules of profession;
 - 3.1.2. To provide to the Contractor all the necessary information regarding the legal requirements set forth in the legislation of the country of the workplace regarding the execution of the Works and the Contract;
 - 3.1.3. To ensure that the Works will only be executed in the workplace and time period indicated in this Contract;
 - 3.1.4. To provide the Contractor's workers with the working conditions that meet health safety, fire safety and environmental safety requirements set forth in the legal acts of the country of the workplace.
 - 3.1.5. To provide the Contractor with information regarding existing and potential risk factors and the use of protective measures against such factors so the Contractor can pass this information to the workers performing the Works;
 - 3.1.6. The Client shall not seek to maintain a working relation with any worker of the Contractor without a written consent of the Contractor in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly;
 - 3.1.7. To inform the Contractor about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.
 - 3.1.8. To provide hand tools, necessary to execute the Work to its workers,
 - 3.1.9. If the contractor has stopped work without giving a reason. The client reserves the right to terminate the contract after 7 days.
 - 3.2.1. The Contractor undertakes:

- 3.2.2 To provide qualified workers to perform Works for the Client, under the request and information provided by the Client; to accept Client's decision to not accept workers if they don't satisfy Client's needs/qualification and not ask from Client to cover all related cost for them.
- 3.2.3 To ensure that workers executing the Works would have all the necessary permits and qualifications;
- 3.2.4 The Contractor is obliged to provide the Client with the following information before the conclusion of the Contract:
- a) a list of workers who will perform the Works at the Shipyard of the Client,
 - b) a medical certificate that the workers are fit for the performance of Works with special working conditions issued by an authorized health institution,
 - c) evidence of the ability to work in a safe manner for all workers (training for working in a safe manner and determination of work ability must be carried out in accordance with hazards and dangers present and which may occur during the work at the shipyard, i.e. according to the prepared risk assessment),
 - d) certificate of fire protection qualification,
 - e) for foreigners, all documents required for residence and work in the territory of the Republic of Croatia in accordance with the applicable regulations of the Republic of Croatia and the European Union.
- 3.2.5 Based and relying on the information provided by the Client, the Contractor undertakes to inform, teach and instruct its workers about the requirements of health safety, fire safety and environmental safety, risk factors and the use of protective measures;
- 3.2.6 In the scope applicable to the Works, the Contractor undertakes to act and warrants that its employees will act in accordance with: General Terms and Conditions of Business with Client
- 3.2.7 To inform the Client about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.
- 3.2.8 the Contractor shall not seek to maintain a working relations with any Customers or employees of the Client without a written consent of the Client neither in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly.

4. Liability

- 4.1. If the Client fully or partially breaches obligations undertaken by this Contract, the Client shall indemnify all the losses of the Contractor including but not limited to losses which resulted because of the non-disclosure or not a proper/ full disclosure of the information indicated in the Contract also failure to ensure working conditions to the Contractor workers that meet the requirements regarding health, fire and environmental safety. The liability of the Client under this Contract is limited up to 10.000 EUR.
- 4.2. If the Client breaches Article 3.1.6. of the present Contract, the Client shall pay to the Contractor fine of 10 000 EUR (ten thousand euro) for each case of breaching.
- 4.3 If the Contractor breaches Article 3.2.9. of the present Contract, the Contractor will pay to the Client a fine of 10 000 EUR (ten thousand Euros) for each case of breaching,
- 4.4. If the Contractor fully or partially breaches obligations undertaken by this Contract, the Contractor shall indemnify and compensate all the losses and damages incurred to the Client. The Contractor shall compensate damages and losses incurred to the Client by actions of its workers.

5. Confidentiality

- 5.1. All the provisions set forth in the present Contract, also all the mentioned documents, exchanged information between the Parties regarding this Contract (further all together called as "Confidential information") are confidential and shall not be revealed to a third party without a written consent of the other Party of the Contract, except revealing information to auditors and lawyers that are committed to maintain the confidentiality of the disclosed information. If governmental institutions and/ or court require revealing any part or all confidential information according to this Contract, the Party shall immediately inform the other Party of the Contract about such request.
- 5.2. If the Parties breach Confidentiality article of this Contract they pay a fine of €10 000.00 to the affected Party.

6. Supervision

Payment arrangements

15 days from issuing the Invoice

9.1. If the Client does not pay remuneration for the work done by Contractor, the Contractor reserves the right to stop work after 7 days.

9.1.1. Execution of the contract costs:

The Contractor takes responsibility for the cost of:

- legal documentation,
- providing the workers necessary PPE,
- food

The Client's obligations:

- Accommodation
- Tools
- Health and safety education about shipyard procedures
- Transport costs;
- a) costs of journey PL->HR, HR->PL (rotation every 6 weeks to PL)
- b) costs of journey from accommodation place in Croatia to shipyard and back to accommodation
- To provide all necessary information to the workers of the Contractor.

The CLIENT:

DIV GRUPA d.o.o., Samobor,

Bobovica 10/A, VAT HR33890755814,



Chairman of the Management Board Tomislav Debeljak

The Contractor:

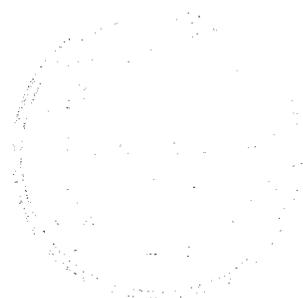
PAKOS INTERIOR
TOMASZ PAKOS
UL. KARTUSKA 50/6
80-104 GDANSK, POLAND

VAT EU: PL5891210172

PAKOS INTERIOR Tomasz Pakos
ul. Kartuska 50/6, 80-104 Gdansk
NIP PL 5891210172, REGON 220347868
tel: +48 791 791 417

Ovaj prijevod sastoji se od 4 stranice / 8 lista
Br. - Ov - 24/22
Datum: 18.5.2022.

**OVJERENI PRIJEVOD UGOVORA O USLUGAMA S ENGLESKOG
JEZIKA**



Ovjereni prijevod s engleskog jezika

Ugovor o uslugama
J1-2021 IZOLACIJSKI RADOVI 485
(u daljnjem tekstu: „Ugovor“)

BRODOSPLIT-OBLAGANJE d.o.o., Put Supavla 21 B, 21000 Split, (u daljnjem tekstu: „Naručitelj“)

PAKOS INTERIOR, TOMASZ PAKOS,
UL KARTUSKA 50/6, 802-104 GDANSK, POLJSKA

PDV EU: PL 5891210172, (u daljnjem tekstu: „Izvođač“)

(u daljnjem tekstu) Naručitelj i Izvođač pod zajedničkim nazivom „Stranke“ i svaka zasebno „Stranka“)

1. Predmet Ugovora

1.1 Izvođač se obvezuje izvoditi radove i pružati usluge navedene u ovom Ugovoru i Naručitelj se obvezuje prihvatiti radove i izvršiti plaćanja prema zadanim uvjetima iz ovog Ugovora.

1.2 Opis radova, datum početka i završetka radova te trajanje istih, mjesto rada i ostali značajni podaci bit će navedeni u ovom Ugovoru (u daljnjem tekstu: „Radovi“).

2. Cijena i plaćanja

2.1. Cijena i načini plaćanja navedeni su u ovom Ugovoru.

3. Obveze stranaka

3.1. Naručitelj se obvezuje:

3.1.1. Osigurati sve potrebne materijale potrebne za izvođenje Radova koji su u skladu sa pravilima struke;

3.1.2. Pružiti Izvođaču sve potrebne informacije u vezi sa zakonskim uvjetima propisanim u zakonima države mjesta rada u pogledu izvođenja Radova iz Ugovora

3.1.3. Osigurati da će se Radovi izvoditi samo na mjestu rada i u vremenskom razdoblju naznačenom u ovom Ugovoru;

3.1.4. Omogućiti radnicima Izvođača uvjete rada koji zadovoljavaju uvjete zaštite na radu, protupožarne zaštite i zaštite okoliša utvrđene pravnim propisima zemlje mjesta rada.

3.1.5. Pružiti Izvođaču informacije o postojećim i potencijalnim čimbenicima rizika i o uporabi mjera zaštite od takvih čimbenika kako bi Izvođač mogao proslijediti ove informacije radnicima koji izvode Radove;

3.1.6. Naručitelj neće nastojati održavati radni odnos s bilo kojim radnikom Izvođača bez pisane suglasnosti Izvođača koja je dana u vrijeme izvršenja ovog Ugovora, ne djelujući samostalno niti s drugim osobama ili putem drugih osoba, ni izravno ni neizravno;

3.1.7. Obavijestiti Izvođača o svim okolnostima koje mogu utjecati na pravilno izvršenje Ugovora, kao i okolnosti koje mogu utjecati na raskid ili prestanak ovog Ugovora.

3.1.8. Da svojim radnicima osigura ručne alate potrebne za izvođenje Radova,

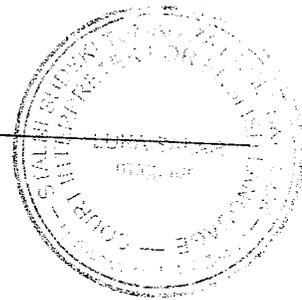
3.1.9. Ako je Izvođač bez navođenja razloga prekinuo radove. Naručitelj zadržava pravo raskinuti ugovor nakon 7 dana.

3.2.1 Izvođač se obvezuje:

3.2.2 Osigurati kvalificirane radnike za izvođenje Radova za Naručitelja, na temelju zahtjeva i informacija danih od strane Naručitelja; prihvatiti odluku Naručitelja da ne prihvati radnike ako ne zadovoljavaju Naručiteljeve potrebe/kvalifikacije i ne tražiti od Naručitelja da pokrije sve povezane troškove za navedene radnike.

3.2.3 Osigurati da radnici koji izvode Radove imaju sve potrebne dozvole i kvalifikacije;

3.2.4 Izvođač je dužan Naručitelju dostaviti sljedeće podatke prije zaključenja Ugovora:
a) popis radnika koji će izvoditi Radove u Brodogradilištu Naručitelja,



Ovjereni prijevod s engleskog jezika

- b) liječničko uvjerenje da su radnici sposobni za izvođenje Radova s posebnim uvjetima rada koje izdaje ovlaštena zdravstvena ustanova,
- c) dokaz o sposobnosti za rad na siguran način za sve radnike (osposobljavanje za rad na siguran način i utvrđivanje radne sposobnosti mora se provoditi u skladu s rizicima i opasnostima prisutnim i koje se mogu pojaviti tijekom rada u brodogradilištu, odnosno prema pripremljenoj procjeni rizika),
- d) uvjerenje o osposobljenosti za zaštitu od požara,
- e) za strance, sve dokumente potrebne za boravak i rad na području Republike Hrvatske u skladu s važećim propisima Republike Hrvatske i Europske unije.

3.2.5 Na temelju i oslanjajući se na informacije koje je dostavio Naručitelj, Izvođač se obvezuje obavijestiti, podučavati i upućivati svoje radnike o uvjetima zaštite na radu, zaštite od požara i zaštite okoliša, o čimbenicima rizika i o korištenju zaštitnih mjera;

3.2.6 U opsegu primjenjivom na Radove, Izvođač se obvezuje djelovati i jamči da će njegovi zaposlenici postupati u skladu s: Općim uvjetima poslovanja s Naručiteljem

3.2.7 Obavijestiti Naručitelja o svim okolnostima koje mogu utjecati na pravilno izvršenje ovog Ugovora, kao i o okolnostima koje mogu utjecati na raskid ili prestanak ovog Ugovora.

3.2.8 Izvođač neće nastojati održavati radne odnose s bilo kojim Klijentima ili zaposlenicima Naručitelja bez pismene suglasnosti Naručitelja niti u vrijeme sklapanja ovog Ugovora, ne djelujući samostalno niti s drugim osobama ili putem drugih osoba, ni izravno ni neizravno;

4. Odgovornost

4.1. Ukoliko Naručitelj u cijelosti ili djelomično prekrši obveze preuzete ovim Ugovorom, utoliko će Naručitelj nadoknaditi sve gubitke Izvođaču, uključujući, ali ne ograničavajući se na gubitke koji su nastali zbog ne otkrivanja ili neispravnog/nepotpunog otkrivanja informacija navedenih u Ugovoru te također zbog neosiguravanja radnicima Izvođača uvjeta rada koji ispunjavaju uvjete u vezi zaštite na radu, protupožarne zaštite i zaštite okoliša. Odgovornost Naručitelja prema ovom Ugovoru ograničena je do 10.000 EUR.

4.2. Ukoliko Naručitelj prekrši članak 3.1.6. ovog Ugovora, utoliko će Naručitelj platiti Izvođaču novčanu kaznu od 10.000 EUR (deset tisuća eura) za svaki slučaj kršenja.

4.3. Ukoliko Izvođač prekrši članak 3.2.9. ovog Ugovora, utoliko će Izvođač platiti Naručitelju novčanu kaznu od 10.000 EUR (deset tisuća eura) za svaki slučaj kršenja,

4.4. Ukoliko Izvođač u potpunosti ili djelomično prekrši obveze preuzete ovim Ugovorom, utoliko će Izvođač nadoknaditi i obešteti sve gubitke i štete nastale Naručitelju. Izvođač će nadoknaditi štetu i gubitke koji su nastali Naručitelju radnjama njegovih radnika.

5. Povjerljivost

5.1. Sve odredbe ovog Ugovora, kao i svi navedeni dokumenti, razmijenjene informacije između Stranaka u vezi s ovim Ugovorom (u nastavku pod zajedničkim nazivom „Povjerljive informacije“) su povjerljive i ne smiju se otkriti trećoj strani bez pisanog pristanka druge Stranke Ugovora, osim za slučaj otkrivanja informacija revizorima i odvjetnicima koji su obvezni čuvati povjerljivost objavljenih informacija. Ako državna institucija i/ili sud zahtijeva otkrivanje bilo kojeg dijela ili svih povjerljivih informacija prema ovom Ugovoru, Stranka će o takvom zahtjevu odmah obavijestiti drugu Stranku Ugovora.

5.2. Ako Stranke prekrše članak o Povjerljivosti ovog Ugovora, plaćaju kaznu od EUR 10.000,00 oštećenj Stranci.

6. Nadzor

6.1. Naručitelj ima pravo nadzirati izvođenje Radova i davati upute radnicima Izvođača, a Izvođač je dužan omogućiti Naručitelju ostvarivanje ovih prava.

6.2. Izvođač će, na zahtjev Naručitelja, omogućiti nadzor od strane predstavnika krajnjeg kupca plovila i Klasifikacijskog društva u svim fazama izvođenja Radova.

6.3. Odgovorna osoba za Naručitelja bit će:

Damir Lacić; e-jurica.matulic@brodosplit.hr, mobitel, +385 099 2748390

Ovjereni prijevod s engleskog jezika

6.4. Odgovorna osoba za Izvođača bit će:
Tomasz Pakos; e-mail-tomasz.pakos@gmail.com

7. Razno

7.1. Ovaj Ugovor stupa na snagu nakon potpisivanja i vrijedi do ispunjenja svih preuzetih obveza od strane Stranaka.

7.2. Ugovor se može mijenjati samo uz obostranu suglasnost Stranaka i samo u pisanom obliku.

7.3. Svaka Strana može raskinuti Ugovor slanjem pismene obavijesti drugoj Strani 30 dana prije raskida. Raniji raskid ovog Ugovora ne izuzima Naručitelja od obveza plaćanja računa Klijenta za stvarno odrađene sate do isteka Ugovora.

7.4. Ako jedna od odredbi ovog Ugovora je ništava i nevaljana, to neće učiniti da preostale odredbe postanu ništave i nevaljane. Odredba koja je ništava i nevaljana zamjenjuje se obostranom suglasnošću Stranaka s drugom odredbom koja ima sličan pravni i ekonomski učinak kao zamjenjiva odredba.

7.5. Izvođač neće bez prethodnog pisanog odobrenja Naručitelja ustupiti pogodnosti ili prava iz ovog Ugovora. Niti Naručitelj kao ni Izvođač neće ustupiti obveze iz ovog Ugovora bez pisanog odobrenja druge Strane. U slučaju podugovaranja od strane Izvođača, Izvođač će obvezati podizvođača da djeluje u skladu s uvjetima ovog Ugovora, a Izvođač će biti odgovoran za Radove koje je izvršio podizvođač kao da ih je izvršio Izvođač, tj. bit će solidarno odgovorni Naručitelju. Bilo koji spor, neslaganje ili zahtjev na temelju ovog Ugovora rješava se mirnim pregovorima Stranaka. Stranke su suglasne da sve sporove koji proizlaze iz ovog Ugovora, uključujući i sporove koji se odnose na pitanja njihova valjanog nastanka i/ili kršenja i/ili raskida, kao i pravni učinci koji iz toga proizlaze, bit će konačno riješeni u primjerenom postupku pred stvarno nadležnim sudom u Splitu, a sve uz primjenu važećeg hrvatskog zakona uz isključenje primjene bilo kakvih kolizijskih pravila.

7.6. Ugovor je sklopljen na engleskom jeziku – po jedan izvornik za svaku od Stranaka. Elektronička verzija (poslana e-poštom) ugovora čuva se kao izvornik.

8. Specifikacija Radova:

Adresa mjesta rada	Prostorije Naručitelja
Trajanje ugovora	17.05.2021. – 31.08.2021.
Kvalifikacije radnika	Radnik za izolaciju

9. Cijena i način plaćanja

Cijena po satu voditelj Tomasz Pakos	20 Eur
Cijena po satu voditelj nadzornik	16,50
Cijena po satu izolacija	15 Eur
Protokol Primopredaje	Radovi se prenose na Naručitelja potpisivanjem Kontrolnih kartica prema normama brodogradilišta, koje se kartice dostavljaju mjesečno. Na temelju izdanih odobrenih Kontrolnih kartica Izvođač će izdati račune Naručitelju.
Način plaćanja	15 dana od izdavanja Računa

9.1 Ako Naručitelj ne isplati naknadu za rad Izvođača, Izvođač zadržava pravo na prestanak rada nakon 7 dana.

Ovjereni prijevod s engleskog jezika

2.1.1. Troškovi izvršenja ugovora:

Izvođač preuzima odgovornost za navedene troškove:

- pravna dokumentacija,
 - osiguravanje radnicima potrebnu osobnu zaštitnu opremu (OZO),
 - hrana
- Obraveze Naručitelja:
- Smještaj
 - Alati
 - Edukacija o zaštiti na radu u odnosu na postupke u brodogradilištu
 - Troškovi prijevoza;
 - a) troškovi putovanja PL->HR, HR->PL (rotacija svakih 6 tjedana do PL)
 - b) troškovi puta od smještaja u Hrvatskoj do brodogradilišta i natrag do smještaja
- Davati sve potrebne informacije radnicima Izvođača.

Naručitelj:

BRODOSPLIT-OBLAGANJE D.O.O.

PUT SUPAVLA 21 B

PDV:06103202386

JURICA MATULIĆ

/potpis nečitak/

*Ižig crne boje: BRODOSPLIT-
OBLAGANJE d.o.o., SPLIT/*

Izvođač:

PAKOS INTERIOR

TOMASZ PAKOS

UL.KARTUSKA 50/6

80-104 GDANSK, POLJSKA

PDV EU: PL5891210172

/potpis nečitak/

*Ižig crne boje: „PAKOS INTERIOR“ Tomasz
Pakos, UL KARTUSKA 50/6, 802-104 GDANSK,
NIP PL 5891210172, REGON 220347868,
tel. + 48 791 791 417/*

/nap. sud. tum.: prijevod napravljen na temelju preslike/

Kraj prijevoda s engleskog jezika

Broj 24/22

Ja, LUKA SALAR, mag. iur., stalni sudski tumač za engleski jezik, imenovan rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-929/2019 od 16. srpnja 2019., potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 18. svibnja 2022. godine

sudski tumač:



Service Contract
J1-2021 INSULATION WORKS 485
(further called the Contract)

ERODOSPLIT-OBLAGANJE d.o.o., Put Supavla 21 B, 21000 Split, (further called the Client)

And

PAKOS INTERIOR, TOMASZ PAKOS,
UL KARTUSKA 50/6,802-104 GDANSK, POLAND

VAT EU: PL 5891210172, (further called Contractor)

(hereinafter) the Client and Contractor together also referred as "Parties" or each separately as "Party")

1. Subject matter of the Contract

- 1.1. The Contractor undertakes to perform works and provide services indicated in this Contract and the Client undertakes to accept works and make payments according to the terms and conditions set forth in this Contract.
- 1.2. The description of works, the beginning and end dates of works also the duration of works, workplace and other significant information shall be indicated in this Contract (further called – "the Works").

2. Price and Payments

- 2.1. The price and payment arrangements are set forth in the present Contract.

3. Obligations of the Parties

3.1. The Client undertakes:

- 3.1.1. To provide all the necessary materials required to execute the Works that are in accordance with the rules of profession;
- 3.1.2. To provide to the Contractor all the necessary information regarding the legal requirements set forth in the legislation of the country of the workplace regarding the execution of the Works and the Contract;
- 3.1.3. To ensure that the Works will only be executed in the workplace and time period indicated in this Contract;
- 3.1.4. To provide the Contractor's workers with the working conditions that meet health safety, fire safety and environmental safety requirements set forth in the legal acts of the country of the workplace.
- 3.1.5. To provide the Contractor with information regarding existing and potential risk factors and the use of protective measures against such factors so the Contractor can pass this information to the workers performing the Works;
- 3.1.6. The Client shall not seek to maintain a working relation with any worker of the Contractor without a written consent of the Contractor in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly;
- 3.1.7. To inform the Contractor about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.
- 3.1.8. To provide hand tools, necessary to execute the Work to its workers,
- 3.1.9. If the contractor has stopped work without giving a reason. The client reserves the right to terminate the contract after 7 days.

3.2.1 The Contractor undertakes:

- 3.2.2 To provide qualified workers to perform Works for the Client, under the request and information provided by the Client; to accept Client's decision to not accept workers if they don't satisfy Client's needs/qualification and not ask from Client to cover all related cost for them.

3.2.3 To ensure that workers executing the Works would have all the necessary permits and qualifications;
3.2.4 The Contractor is obliged to provide the Client with the following information before the conclusion of the Contract:

- a) a list of workers who will perform the Works at the Shipyard of the Client,
- b) a medical certificate that the workers are fit for the performance of Works with special working conditions issued by an authorized health institution,
- c) evidence of the ability to work in a safe manner for all workers (training for working in a safe manner and determination of work ability must be carried out in accordance with hazards and dangers present and which may occur during the work at the shipyard, i.e. according to the prepared risk assessment),
- d) certificate of fire protection qualification,
- e) for foreigners, all documents required for residence and work in the territory of the Republic of Croatia in accordance with the applicable regulations of the Republic of Croatia and the European Union.

- 3.2.5 Based and relying on the information provided by the Client, the Contractor undertakes to inform, teach and instruct its workers about the requirements of health safety, fire safety and environmental safety, risk factors and the use of protective measures;
- 3.2.6 In the scope applicable to the Works, the Contractor undertakes to act and warrants that its employees will act in accordance with: General Terms and Conditions of Business with Client
- 3.2.7 To inform the Client about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.
- 3.2.8 the Contractor shall not seek to maintain a working relations with any Customers or employees of the Client without a written consent of the Client neither in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly.

4. Liability

4.1. If the Client fully or partially breaches obligations undertaken by this Contract, the Client shall indemnify all the losses of the Contractor including but not limited to losses which resulted because of the non-disclosure or not a proper/ full disclosure of the information indicated in the Contract also failure to ensure working conditions to the Contractor workers that meet the requirements regarding health, fire and environmental safety. The liability of the Client under this Contract is limited up to 10.000 EUR.

4.2. If the Client breaches Article 3.1.6. of the present Contract, the Client shall pay to the Contractor fine of 10 000 EUR (ten thousand euro) for each case of breaching.

4.3. If the Contractor breaches Article 3.2.9. of the present Contract, the Contractor will pay to the Client a fine of 10 000 EUR (ten thousand Euros) for each case of breaching.

4.4. If the Contractor fully or partially breaches obligations undertaken by this Contract, the Contractor shall indemnify and compensate all the losses and damages incurred to the Client. The Contractor shall compensate damages and losses incurred to the Client by actions of its workers.

5. Confidentiality

5.1. All the provisions set forth in the present Contract, also all the mentioned documents, exchanged information between the Parties regarding this Contract (further all together called as "Confidential information) are confidential and shall not be revealed to a third party without a written consent of the other Party of the Contract, except revealing information to auditors and lawyers that are committed to maintain the confidentiality of the disclosed information. If governmental institutions and/ or court require revealing any part or all confidential information according to this Contract, the Party shall immediately inform the other Party of the Contract about such request.

5.2. If the Parties breach Confidentiality article of this Contract they pay a fine of €10 000.00 to the affected Party.

6. Supervision

6.1. The Client has the right to supervise performance of the Works and to give instruction to the Contractor's workers, and the Contractor is obliged to enable the Client to enable these rights.

6.2. The Contractor shall, at the request of the Client, allow the supervision by the representative of the final customer of the vessel and Classification Society at all stages of the performance of the Works.

6.3. Responsible person from Client will be;

Damir Lacić; e-jurica.matalic@brodosplit.hr, mobile, +385 099 2748390

6.4. Responsible person from Contractor will be;

Tomasz Pakos; e-mail-tomasz.pakos@gmail.com.

7. Miscellaneous

7.1. This Contract enters into the force after the signing and is valid until all the obligations undertaken by the Parties are fulfilled.

7.2. The Contract could be amended only upon mutual consent of the Parties and only in written.

7.3. Each Party may terminate the Contract by submitting a written notice to the other Party 30 days before the termination. Earlier termination of this Contract does not exempt the Client from the obligation to pay the Customer's invoices for the hours actually worked till the Contract is over.

7.4. If one of the provisions of this Contract is or becomes null and void it shall not make the remaining provisions null and void. The provision that is null and void shall be replaced by the mutual consent of the Parties with another provision that has a similar legal and economic effect as the replaceable provision.

7.5. The Contractor shall not without prior written approval of the Client assign benefits or rights under this Contract. Neither Client nor Contractor shall assign obligations under this Contract without written approval of the other Party. In case of subcontracting by the Contractor, the Contractor shall oblige the subcontractor to act in accordance with the terms of this Contract and the Contractor shall be liable for the Works performed by the subcontractor as if they were performed by the Contractor, i.e. they will be jointly and severally liable to the Client. Any dispute, disagreement or request based on the Contract is settled by the peaceful negotiations of the Parties. The Parties agree that all disputes arising from this Contract, including disputes which refer to questions of their valid creation and/or breach and/or termination, as well as legal effects which arise from it, shall be finally resolved in an adequate procedure before a subject-matter competent court in Split, and all of it by application of the current Croatian law with the exclusion of the application of any collision rules.

7.6. The Contract is concluded in English language – one original for each of the Parties. The electronic version (email sent) contract is kept as original.

8. Specification of Works:

<i>Address of the workplace</i>	Premises of the Client
<i>Duration of the contract</i>	17.05.2021 – 31.08.2021.
<i>Qualification of workers</i>	Isolation worker

9. Price and payment arrangements:

<i>Price per hour manager Tomasz Pakos</i>	20 Eur
<i>Price per hour manager foreman</i>	16,50
<i>Price per hour isolaton</i>	15 Eur
<i>The act of completed works</i>	Works are transferred to the Client by signing the Timesheets according to the shipyard norms which are provided monthly. Based on issued approved timesheets, invoices will be issued from the Contractor to the Client.
<i>Payment arrangements</i>	15days from issuing the Invoice

9.1. If the Client does not pay remuneration for the work done by Contractor, the Contractor reserves the right to stop work after 7 days.

9.1.1. Execution of the contract costs:

The Contractor takes responsibility for the cost of:

- legal documentation,
- providing the workers necessary PPE,
- food

The Client's obligations:

- Accommodation
- Tools
- Health and safety education about shipyard procedures
- Transport costs;
- a) costs of journey PL->HR, HR->PL (rotation every 6 weeks to PL)
- b) costs of journey from accommodation place in Croatia to shipyard and back to accommodation
- To provide all necessary information to the workers of the Contractor.

The Client:

BRODOSPLIT-OBLAGANJE D.O.O.

PUT SUPAVLA 21 B

VAT;06103202386

JURICA MATULIĆ

**BRODOSPLIT-
OBLAGANJE**
d.o.o., SPLIT

The Contractor:

PAKOS INTERIOR
TOMASZ PAKOS
UL.KARTUSKA 50/6
80-104 GDANSK,POLAND

VAT EU; PL5891210172


"PAKOS INTERIOR" Tomasz Pakos
ul. Kartuska 50/6 80-104 Gdańsk
NIP PL 5891210172, REGON 220347868
tel: +48 791 791 417

PUNOMOĆ

Ovime ja, **Tomasz Stanislaw Pakos**, OIB: 15954737402, vlasnik i osoba ovlaštena samostalno i pojedinačno zastupati društvo Pakos Interior, Ul. Kartuska 50/6, Gdansk 80-104, Poljska

opunomoćujem

Beatu Glinska,
Tenu Jurišić, Katarinu Šarić,
Mateu Vidjak Veselić i Emila Cetinu
odvjetnike
u Odvjetničkom društvu Glinska & Mišković
d.o.o., Ulica grada Vukovara 269f, Zagreb

i/ili

Mariju Perušinić i/ili Tihanu Krajnović
i/ili **Hanu Ivanu Breitenfeld i/ili**
Ivana Kaliternu i/ili Anamariju Vitlić
odvjetničke vježbenike u Odvjetničkom društvu
Glinska & Mišković d.o.o.,
Ulica grada Vukovara 269f, Zagreb

(u daljnjem tekstu: „Punomoćnici“ ili svaki pojedinačno „Punomoćnik“)

svakog od njih samostalno i pojedinačno da:

1. prijave moju tražbinu u predstečajnom postupku otvorenom nad predstečajnim dužnikom **DIV GRUPA d.o.o.**, OIB 33890755814, Samobor, Bobovica 10A, temeljem rješenja Trgovačkog suda u Zagrebu od dana 27. travnja 2022.g. pod poslovnim brojem St-1329/2022: te

2. me zastupaju u predstečajnom postupku kao i svakom drugom postupku koji može proizići iz predmetnog predstečajnog postupka.

Punomoćnici su ovlašteni poduzeti sve druge potrebne i svrhovite radnje, potpisati i/ili ovjeriti pred javnim bilježnikom sve dokumente koji mogu biti potrebni u prethodno spomenutom predstečajnom postupku, a naročito glasati, podnositi tužbe, prijave, žalbe, prigovore, obavijesti, prijedloge i ostale podneske te preuzeti sve druge isprave u vezi s gore navedenim radnjama. Navedene radnje Punomoćnici su ovlašteni poduzimati pred Financijskom

POWER OF ATTORNEY

Hereby I, **Tomasz Stanislaw Pakos**, OIB: 15954737402, owner and person authorised to solely and independently represent the company Pakos Interior, Ul. Kartuska 50/6, Gdansk 80-104, Poland

authorize

Beata Glinska,
Tena Jurišić, Katarina Šarić,
Matea Vidjak Veselić and Emil Cetina
Attorneys at Law
at the Law Firm Glinska & Mišković Ltd.
Ulica grada Vukovara 269f, Zagreb

and/or

Marija Perušinić and/or Tihana Krajnović
and/or **Hana Ivana Breitenfeld and/or**
Ivan Kaliterna and/or Anamarija Vitlić
Associates at the Law Firm
Glinska & Mišković Ltd.
Ulica grada Vukovara 269f, Zagreb

(hereinafter referred to as the "Representatives" or each a "Representative")

each of them individually and independently to:

1. report my claim in the pre-bankruptcy proceeding against the pre-bankruptcy debtor **DIV GRUPA d.o.o.**, OIB 33890755814, Samobor, Bobovica 10A based on the decision of the Commercial Court in Zagreb dated 27 April 2022 under the reference number St-1329/2022; and

2. represent me in the pre-bankruptcy proceeding and every other proceeding that may arise from the respective pre-bankruptcy proceeding.

Representatives are authorized to undertake all other necessary and required actions, to sign and/or notarize any document which may be necessary in the above-mentioned pre-bankruptcy proceeding, namely vote, submit claims, applications, appeals, objections, notifications, proposals and other submissions and to receive any and all other documents in respect of the above actions. The Representatives are authorized to perform the said actions before the Financial



agencijom, Trgovačkim sudom u Zagrebu ili bilo kojim drugim nadležnim sudom, te pred drugim nadležnim tijelima.

agency, Commercial Court in Zagreb or any other competent court and other competent bodies.

U slučaju sumnje, uvjeti iz ove Punomoći će se tumačiti ekstenzivno kako bi se ispunila svrha iste.

In case of doubt, the terms of this Power of Attorney shall be interpreted extensively in order to fulfil its purpose.

Ova punomoć izdaje se na neodređeno vrijeme i ostaje na snazi do opoziva.

This Power of Attorney is granted for an undefined period of time and shall remain in force until its revocation.

Punomoćnik je ovlašten na izdavanje podpunomoći u pravnim okvirima ove punomoći.

The Representative shall be authorized to issue sub-powers of attorney within the legal limits of this Power of Attorney.

Na ovu Punomoć primjenjuje se hrvatsko pravo.

This Power of Attorney is governed by Croatian law.

Mjesto/Place: GDAN'SK

Datum/ Date: 15.05.2022



Tomasz Stanislaw Pakos

Service Contract
J1-2021 INSULATION WORKS 485
(further called the Contract)

BRODOSPLIT-OBLAGANJE d.o.o. , Put Supavla 21 B, 21000 Split, (further called the Client)

And

PAKOS INTERIOR, TOMASZ PAKOS,
UL KARTUSKA 50/6,802-104 GDANSK,POLAND

VAT EU: PL 5891210172, (further called Contractor)

(hereinafter) the Client and Contractor together also referred as "Parties" or each separately as "Party")

1. Subject matter of the Contract

1.1. The Contractor undertakes to perform works and provide services indicated in this Contract and the Client undertakes to accept works and make payments according to the terms and conditions set forth in this Contract.

1.2. The description of works, the beginning and end dates of works also the duration of works, workplace and other significant information shall be indicated in this Contract (further called – "the Works").

2. Price and Payments

2.1. The price and payment arrangements are set forth in the present Contract.

3. Obligations of the Parties

3.1. The Client undertakes:

3.1.1. To provide all the necessary materials required to execute the Works that are in accordance with the rules of profession;

3.1.2. To provide to the Contractor all the necessary information regarding the legal requirements set forth in the legislation of the country of the workplace regarding the execution of the Works and the Contract;

3.1.3. To ensure that the Works will only be executed in the workplace and time period indicated in this Contract;

3.1.4. To provide the Contractor's workers with the working conditions that meet health safety, fire safety and environmental safety requirements set forth in the legal acts of the country of the workplace.

3.1.5. To provide the Contractor with information regarding existing and potential risk factors and the use of protective measures against such factors so the Contractor can pass this information to the workers performing the Works;

3.1.6. The Client shall not seek to maintain a working relation with any worker of the Contractor without a written consent of the Contractor in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly;

3.1.7. To inform the Contractor about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.

3.1.8. To provide hand tools, necessary to execute the Work to its workers,

3.1.9. If the contractor has stopped work without giving a reason. The client reserves the right to terminate the contract after 7 days.

3.2.1 The Contractor undertakes:

3.2.2 To provide qualified workers to perform Works for the Client, under the request and information provided by the Client; to accept Client's decision to not accept workers if they don't satisfy Client's needs/qualification and not ask from Client to cover all related cost for them.

- 3.2.3 To ensure that workers executing the Works would have all the necessary permits and qualifications;
- 3.2.4 The Contractor is obliged to provide the Client with the following information before the conclusion of the Contract:
- a) a list of workers who will perform the Works at the Shipyard of the Client,
 - b) a medical certificate that the workers are fit for the performance of Works with special working conditions issued by an authorized health institution,
 - c) evidence of the ability to work in a safe manner for all workers (training for working in a safe manner and determination of work ability must be carried out in accordance with hazards and dangers present and which may occur during the work at the shipyard, i.e. according to the prepared risk assessment),
 - d) certificate of fire protection qualification,
 - e) for foreigners, all documents required for residence and work in the territory of the Republic of Croatia in accordance with the applicable regulations of the Republic of Croatia and the European Union.
- 3.2.5 Based and relying on the information provided by the Client, the Contractor undertakes to inform, teach and instruct its workers about the requirements of health safety, fire safety and environmental safety, risk factors and the use of protective measures;
- 3.2.6 In the scope applicable to the Works, the Contractor undertakes to act and warrants that its employees will act in accordance with: General Terms and Conditions of Business with Client
- 3.2.7 To inform the Client about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.
- 3.2.8 the Contractor shall not seek to maintain a working relations with any Customers or employees of the Client without a written consent of the Client neither in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly.

4. Liability

4.1. If the Client fully or partially breaches obligations undertaken by this Contract, the Client shall indemnify all the losses of the Contractor including but not limited to losses which resulted because of the non-disclosure or not a proper/ full disclosure of the information indicated in the Contract also failure to ensure working conditions to the Contractor workers that meet the requirements regarding health, fire and environmental safety. The liability of the Client under this Contract is limited up to 10.000 EUR.

4.2. If the Client breaches Article 3.1.6. of the present Contract, the Client shall pay to the Contractor fine of 10 000 EUR (ten thousand euro) for each case of breaching.

4.3. If the Contractor breaches Article 3.2.9. of the present Contract, the Contractor will pay to the Client a fine of 10 000 EUR (ten thousand Euros) for each case of breaching,

4.4. If the Contractor fully or partially breaches obligations undertaken by this Contract, the Contractor shall indemnify and compensate all the losses and damages incurred to the Client. The Contractor shall compensate damages and losses incurred to the Client by actions of its workers.

5. Confidentiality

5.1. All the provisions set forth in the present Contract, also all the mentioned documents, exchanged information between the Parties regarding this Contract (further all together called as "Confidential information) are confidential and shall not be revealed to a third party without a written consent of the other Party of the Contract, except revealing information to auditors and lawyers that are committed to maintain the confidentiality of the disclosed information. If governmental institutions and/ or court require revealing any part or all confidential information according to this Contract, the Party shall immediately inform the other Party of the Contract about such request.

5.2. If the Parties breach Confidentiality article of this Contract they pay a fine of €10 000.00 to the affected Party.

6. Supervision

6.1. The Client has the right to supervise performance of the Works and to give instruction to the Contractor's workers, and the Contractor is obliged to enable the Client to enable these rights.

6.2. The Contractor shall, at the request of the Client, allow the supervision by the representative of the final customer of the vessel and Classification Society at all stages of the performance of the Works.

6.3. Responsible person from Client will be;
Damir Lacić; e-jurica.matulic@brodosplit.hr, mobile, +385 099 2748390

6.4. Responsible person from Contractor will be;
Tomasz Pakos; e-mail-tomasz.pakos@gmail.com,

7. Miscellaneous

- 7.1. This Contract enters into the force after the signing and is valid until all the obligations undertaken by the Parties are fulfilled.
- 7.2. The Contract could be amended only upon mutual consent of the Parties and only in written.
- 7.3. Each Party may terminate the Contract by submitting a written notice to the other Party 30 days before the termination. Earlier termination of this Contract does not exempt the Client from the obligation to pay the Customer's invoices for the hours actually worked till the Contract is over.
- 7.4. If one of the provisions of this Contract is or becomes null and void it shall not make the remaining provisions null and void. The provision that is null and void shall be replaced by the mutual consent of the Parties with another provision that has a similar legal and economic effect as the replaceable provision.
- 7.5. The Contractor shall not without prior written approval of the Client assign benefits or rights under this Contract. Neither Client nor Contractor shall assign obligations under this Contract without written approval of the other Party. In case of subcontracting by the Contractor, the Contractor shall oblige the subcontractor to act in accordance with the terms of this Contract and the Contractor shall be liable for the Works performed by the subcontractor as if they were performed by the Contractor, i.e. they will be jointly and severally liable to the Client. Any dispute, disagreement or request based on the Contract is settled by the peaceful negotiations of the Parties. The Parties agree that all disputes arising from this Contract, including disputes which refer to questions of their valid creation and/or breach and/or termination, as well as legal effects which arise from it, shall be finally resolved in an adequate procedure before a subject-matter competent court in Split, and all of it by application of the current Croatian law with the exclusion of the application of any collision rules.
- 7.6. The Contract is concluded in English language – one original for each of the Parties. The electronic version (email sent) contract is kept as original.

8. Specification of Works:

<i>Address of the workplace</i>	Premises of the Client
<i>Duration of the contract</i>	17.05.2021 – 31.08.2021.
<i>Qualification of workers</i>	Isolation worker

9. Price and payment arrangements:

<i>Price per hour manager Tomasz Pakos</i>	20 Eur
<i>Price per hour manager foreman</i>	16,50
<i>Price per hour isolaton</i>	15 Eur
<i>The act of completed works</i>	Works are transferred to the Client by signing the Timesheets according to the shipyard norms which are provided monthly. Based on issued approved timesheets, invoices will be issued from the Contractor to the Client.
<i>Payment arrangements</i>	15days from issuing the Invoice

9.1. If the Client does not pay remuneration for the work done by Contractor, the Contractor reserves the right to stop work after 7 days.

9.1.1. Execution of the contract costs:

The Contractor takes responsibility for the cost of:

- legal documentation,
- providing the workers necessary PPE,
- food

The Client's obligations:

- Accommodation
- Tools
- Health and safety education about shipyard procedures
- Transport costs;
- a) costs of journey PL->HR, HR->PL (rotation every 6 weeks to PL)
- b) costs of journey from accommodation place in Croatia to shipyard and back to accommodation

- To provide all necessary information to the workers of the Contractor.

The Client;

BRODOSPLIT-OBLAGANJE D.O.O.

PUT SUPAVLA 21 B

VAT;06103202386

JURICA MATULIĆ



**BRODOSPLIT-
OBLAGANJE**
d.o.o., SPLIT

The Contractor:

**PAKOS INTERIOR
TOMASZ PAKOS
UL.KARTUSKA 50/6
80-104 GDANSK,POLAND**

VAT EU; PL5891210172



„PAKOS INTERIOR” Tomasz Pakos
ul. Kartuska 50/6 80-104 Gdańsk
NIP PL 5891210172, REGON 220347868
tel: +48 791 791 417

ISOLATION Ltd. (former BRODOSPLIT ISOLATION Ltd.), a company organized and existing under the laws of Croatia, having its registered office at Put Supavla 21B, 21 000 Split, EU VAT identification number: HR 06103202386, represented solely and independently by Ivor Šuljić, Member of the Management Board, (hereinafter **ISOLATION**),

and

PAKOS INTERIOR, a company organized and existing under the laws of Poland, having its registered office at UL KARTUSKA 50/6,802-104 GDANSK,POLAND, EU VAT identification number: PL 5891210172, represented solely and independently by TOMASZ PAKOS (hereinafter **PAKOS**),

and

DIV GROUP Ltd., a company organized and existing under the laws of Croatia, having its registered office at Bobovica 10A, 10430 Samobor, EU VAT identification number: HR 33890755814, represented solely and independently by Tomislav Debeljak, President of the Management Board, (hereinafter **DIV**),

(ISOLATION, PAKOS and DIV hereinafter sometimes collectively referred to as **the Parties** or each individually as **the Party**),

have entered into this

SETTLEMENT AGREEMENT (hereinafter: **Agreement**)

Article 1

- 1.1. **The Parties** hereby mutually agree that **PAKOS** has entered into contracts with **DIV**, **ISOLATION** and **BRODOSPLIT Ltd** regarding interior works on newbuilding 485.
- 1.2. **The Parties** hereby mutually agree that **PAKOS** has no open claims against **DIV** and company **BRODOSPLIT Ltd**, and that **PAKOS** has an open claim against **ISOLATION** in the amount of 91.025,90 EUR.
- 1.3. Under this **Agreement**, **DIV** undertakes to settle the open claim in the amount of EUR 91.025,90 instead of **ISOLATION** according to the following payment dynamics:
 - 20.000,00 EUR by 12th of November 2021,
 - 20.000,00 EUR by 30th of November 2021,
 - 51.025,90 EUR by 15th of December 2021.
- 1.4. Simultaneously with the conclusion of this **Agreement**, **PAKOS** undertakes to enter into a new contract with **DIV**, which contract is Annex 1 to this **Agreement**, and **PAKOS** will start execution of its works and obligations under contract no later than **06.12.2021**.



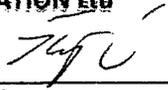
Article 2

2.1. This **Agreement** is effective from the date of signing of the **Agreement** by authorized representatives of all **Parties**.

Article 3

3.1. This **Annex** has been made in 3 (three) identical originals of which **ISOLATION, PAKOS** and **DIV** are to receive 1 (one) original each.

ISOLATION Ltd



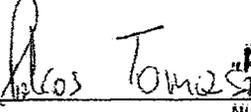
Ivor Šuljić,
Member of the Management Board

OBLAGANJE d.o.o.

Split
OIB: 06103202386

Date: 10. 11. 2021

PAKOS INTERIOR



TOMASZ PAKOS

"PAKOS INTERIOR" Tomasz Pakos
ul. Kartuska 50/6 80-104 Gdańsk
NIP PL 5891210172, REGON 220347868
tel: +48 791 791 417

Date: 10. 11. 2021

DIV GROUP Ltd



Tomislav Debeljak
President of the Management Board

Date: _____

Service Contract
D2-2021 INTERIOR WORKS 485,491
(further called the Contract)

DIV GRUPA d.o.o, Samobor, Bobovica 10/A, VAT HR33890755814, represented by the Chairman of the Management Board, Tomislav Debeljak (further called the Client)

And

PAKOS INTERIOR, TOMASZ PAKOS,
UL KARTUSKA 50/6, 802-104 GDANSK, POLAND

VAT EU: PL 5891210172, (further called Contractor)

(hereinafter) the Client and Contractor together also referred as "Parties" or each separately as "Party")

1. Subject matter of the Contract

- 1.1. The Contractor undertakes to perform works and provide services indicated in this Contract and the Client undertakes to accept works and make payments according to the terms and conditions set forth in this Contract.
- 1.2. The description of works, the beginning and end dates of works also the duration of works, workplace and other significant information shall be indicated in this Contract (further called – "the Works").

2. Price and Payments

- 2.1. The price and payment arrangements are set forth in the present Contract.

3. Obligations of the Parties

- 3.1. The Client undertakes:

- 3.1.1. To provide all the necessary materials required to execute the Works that are in accordance with the rules of profession;
- 3.1.2. To provide to the Contractor all the necessary information regarding the legal requirements set forth in the legislation of the country of the workplace regarding the execution of the Works and the Contract;
- 3.1.3. To ensure that the Works will only be executed in the workplace and time period indicated in this Contract;
- 3.1.4. To provide the Contractor's workers with the working conditions that meet health safety, fire safety and environmental safety requirements set forth in the legal acts of the country of the workplace.
- 3.1.5. To provide the Contractor with information regarding existing and potential risk factors and the use of protective measures against such factors so the Contractor can pass this information to the workers performing the Works;
- 3.1.6. The Client shall not seek to maintain a working relation with any worker of the Contractor without a written consent of the Contractor in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly;
- 3.1.7. To inform the Contractor about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.
- 3.1.8. To provide hand tools, necessary to execute the Work to its workers,
- 3.1.9. If the contractor has stopped work without giving a reason. The client reserves the right to terminate the contract after 7 days.

- 3.2.1 The Contractor undertakes:



- 3.2.2 To provide qualified workers to perform Works for the Client, under the request and information provided by the Client; to accept Client's decision to not accept workers if they don't satisfy Client's needs/qualification and not ask from Client to cover all related cost for them.
- 3.2.3 To ensure that workers executing the Works would have all the necessary permits and qualifications;
- 3.2.4 The Contractor is obliged to provide the Client with the following information before the conclusion of the Contract:
- a) a list of workers who will perform the Works at the Shipyard of the Client,
 - b) a medical certificate that the workers are fit for the performance of Works with special working conditions issued by an authorized health institution,
 - c) evidence of the ability to work in a safe manner for all workers (training for working in a safe manner and determination of work ability must be carried out in accordance with hazards and dangers present and which may occur during the work at the shipyard, i.e. according to the prepared risk assessment),
 - d) certificate of fire protection qualification,
 - e) for foreigners, all documents required for residence and work in the territory of the Republic of Croatia in accordance with the applicable regulations of the Republic of Croatia and the European Union.
- 3.2.5 Based and relying on the information provided by the Client, the Contractor undertakes to inform, teach and instruct its workers about the requirements of health safety, fire safety and environmental safety, risk factors and the use of protective measures;
- 3.2.6 In the scope applicable to the Works, the Contractor undertakes to act and warrants that its employees will act in accordance with: General Terms and Conditions of Business with Client
- 3.2.7 To inform the Client about all the circumstances which may affect the proper execution of this Contract and also the circumstances that may affect the termination or expiry of this Contract.
- 3.2.8 the Contractor shall not seek to maintain a working relations with any Customers or employees of the Client without a written consent of the Client neither in the time of execution of this Contract, neither acting alone nor with other persons or through other persons, neither directly nor indirectly.

4. Liability

- 4.1. If the Client fully or partially breaches obligations undertaken by this Contract, the Client shall indemnify all the losses of the Contractor including but not limited to losses which resulted because of the non-disclosure or not a proper/ full disclosure of the information indicated in the Contract also failure to ensure working conditions to the Contractor workers that meet the requirements regarding health, fire and environmental safety. The liability of the Client under this Contract is limited up to 10.000 EUR.
- 4.2. If the Client breaches Article 3.1.6. of the present Contract, the Client shall pay to the Contractor fine of 10 000 EUR (ten thousand euro) for each case of breaching.
- 4.3. If the Contractor breaches Article 3.2.9.. of the present Contract, the Contractor will pay to the Client a fine of 10 000 EUR (ten thousand Euros) for each case of breaching,
- 4.4. If the Contractor fully or partially breaches obligations undertaken by this Contract, the Contractor shall indemnify and compensate all the losses and damages incurred to the Client. The Contractor shall compensate damages and losses incurred to the Client by actions of its workers.

5. Confidentiality

- 5.1. All the provisions set forth in the present Contract, also all the mentioned documents, exchanged information between the Parties regarding this Contract (further all together called as "Confidential information) are confidential and shall not be revealed to a third party without a written consent of the other Party of the Contract, except revealing information to auditors and lawyers that are committed to maintain the confidentiality of the disclosed information. If governmental institutions and/ or court require revealing any part or all confidential information according to this Contract, the Party shall immediately inform the other Party of the Contract about such request.
- 5.2. If the Parties breach Confidentiality article of this Contract they pay a fine of €10 000.00 to the affected Party.

6. Supervision



Payment arrangements	15days from issuing the Invoice
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9.1. If the Client does not pay remuneration for the work done by Contractor, the Contractor reserves the right to stop work after 7days.

9.1.1. Execution of the contract costs:

The Contractor takes responsibility for the cost of:

- legal documentation,
- providing the workers necessary PPE,
- food

The Client's obligations:

- Accommodation
- Tools
- Health and safety education about shipyard procedures
- Transport costs;
- a) costs of journey PL->HR, HR->PL (rotation every 6 weeks to PL)
- b) costs of journey from accommodation place in Croatia to shipyard and back to accommodation
- To provide all necessary information to the workers of the Contractor.

The CLIENT:

DIV GRUPA d.o.o., Samobor,
Bobovica 10/A, VAT HR33890755814,



Chairman of the Management Board Tomislav Debeljak

The Contractor:

PAKOS INTERIOR
TOMASZ PAKOS
UL.KARTUSKA 50/6
80-104 GDANSK, POLAND

VAT EU; PL5891210172



PAKOS INTERIOR Tomasz Pakos
ul. Kartuska 50/6, 80-104 Gdańsk
NIP PL 5891210172, REGON 220347868
tel: +48 791 791 417



ISOLATION Ltd. (former **BRODOSPLIT ISOLATION Ltd.**), a company organized and existing under the laws of Croatia, having its registered office at Put Supavla 21B, 21 000 Split, EU VAT identification number: HR 06103202386, represented solely and independently by Ivor Šuljić, Member of the Management Board, (hereinafter **ISOLATION**),

and

PAKOS INTERIOR, a company organized and existing under the laws of Poland, having its registered office at UL KARTUSKA 50/6,802-104 GDANSK, POLAND, EU VAT identification number: PL 5891210172, represented solely and independently by TOMASZ PAKOS (hereinafter **PAKOS**),

and

DIV GROUP Ltd., a company organized and existing under the laws of Croatia, having its registered office at Bobovica 10A, 10430 Samobor, EU VAT identification number: HR 33890755814, represented solely and independently by Tomislav Debeljak, President of the Management Board, (hereinafter **DIV**),

(**ISOLATION**, **PAKOS** and **DIV** hereinafter sometimes collectively referred to as the Parties or each individually as the Party),

have entered into this

ANNEX No. 1
TO SETTLEMENT AGREEMENT
(hereinafter: Annex)

Article 1
PREAMBLE

- 1.1 The Parties acknowledge that they have entered on 10th of November 2021 into Settlement agreement (hereinafter Agreement).
- 1.2 The Parties hereby mutually confirm that on the date of 18.02.2022., they reached an agreement over the amended stipulation of the Service Contract Service Contract D2-2021 INTERIOR WORKS 485,491date 10.11.2021.
- 1.3 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Settlement Agreement shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 1.4 The Parties agree to enter into the conclusion of the Annex for the purpose of amending certain provisions of the Agreement, as provided below in Article 2 of the Annex.



Article 2 SUBJECT OF THE ANNEX

2.1 The parties agree that Article 1.2 of the Agreement shall be amended to read as follows:

"The Parties hereby mutually agree that PAKOS has an open claim against ISOLATION in the amount of 71.025,90 EUR."

2.2 The parties agree that Article 1.3 of the Settlement Agreement shall be amended to read as follows:

1.3 "Hereby ISOLATION irrevocably and unconditionally assign their pending payment obligations towards PAKOS to DIV and DIV hereby, under the conditions of this Agreement, DIV undertakes to reimburse -irrevocably and unconditionally the open claim in the amount of EUR 71.025,90 instead of ISOLATION by 11th of April 2022."

2.3 The parties agree that Article 1.4 of the Agreement shall be amended to read as follows:

*1.4. "With reservations to stipulations of Article 1.3 of Agreement PAKOS undertakes to:
a. return workers to the shipyard in Split and start execution of its works and obligations under the Service Contract D2-2021 INTERIOR WORKS 485,491 (hereinafter Contract) no later than 18.04.2022".
b. to provide a sufficient number of workers to perform the works in accordance with the Contract for each week of work, and at least as follows:*

Week (2022)	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	31
Workers No.	8	10	11	13	14	16	17	18	19	20	21	22	23	24	24	24	24
Week (2022)	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
Workers No.	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24

Article 3 FINAL PROVISIONS

3.1 This Annex is enforced upon:

- a. Signature from the date of signing of the Annex by authorized representatives of all Parties.
- b. Fulfilling by 11th of April 2022 the stipulations of the Annex no 1 to SETTLEMENT AGREEMENT especially referring to items 2.1 and 2.2.

3.2 Should the above conditions not be completed within the time specified unless extended by mutual agreement of the Parties in writing, this Service Contract shall be considered null and void as it was never entered into, unless otherwise mutually agreed, without other Party becoming liable to the other one for any damages in any respect.

3.3 Despite of eventual Service Contract termination as per provision of Article 3.1 and 3.2 above, the financial claim in value presented in Article 2.2 of Annex no 1 to SETTLEMENT AGREEMENT being existing between the Parties remains in force and maintain obligatory reimbursable.

3.4 The Parties agree that any disagreement regarding the Annex shall be settled amicably, and in the event of such failure, the court in Split shall have the respective jurisdiction.

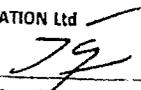
3.5 This Annex has been made in 3 (three) identical originals of which ISOLATION, PAKOS and DIV are to receive 1 (one) original each.

OBLAGANJE d.o.o.

Split

OIB: 06103202386

ISOLATION Ltd


Ivor Šuljic,
Member of the Management Board

Date: _____

PAKOS INTERIOR

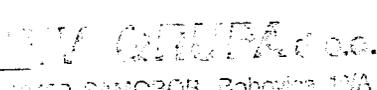
 :PAKOS INTERIOR[®] Tomasz Pakos
ul. Partuska 50/6 80-104 Gdańsk
NIP PA 5891210172, REGON 220347853
Tel: +48 791 791 417

TOMASZ PAKOS

Date: 18.02.2022

DIV GROUP Ltd


Tomislav Debeljak,
President of the Management Board


DIV GRUPE d.o.o.
BEOGRAD BANOBRON, Bobovina 11A
Tel: 01 3877-010, Fax: 01 3873155
OIB: 33890758814

Date: _____

PAKOS INTERIOR, a company organized and existing under the laws of Poland, having its registered office at UL KARTUSKA 50/6,802-104 GDANSK, POLAND, EU VAT identification number: PL 5891210172, represented solely and independently by TOMASZ PAKUS (hereinafter Contractor),

and

DIV GROUP Ltd., a company organized and existing under the laws of Croatia, having its registered office at Bobovica 10A, 10430 Samobor, EU VAT identification number: HR 33390755814, represented solely and independently by Tomislav Debeljak, President of the Management Board, (hereinafter Client),

(Client and Contractor hereinafter sometimes collectively referred to as the Parties or each individually as the Party),

have entered into this

ANNEX No. 1
Service Contract D2-2021 INTERIOR WORKS 485,491
(hereinafter: Annex)

Article 1
PREAMBLE

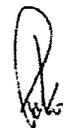
- 1.1 The Parties acknowledge that they have entered on 10th of November 2021 into Service Contract D2-2021 INTERIOR WORKS 485,491 (hereinafter Contract).
- 1.2 The Parties mutually confirm that on the date 18.02.2022. they have reached the agreement wherein the Parties amended the stipulations of Settlement agreement dated 10.11.2021.
- 1.3 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Contract shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 1.4 The Parties agree to enter into the conclusion of the Annex for the purpose of amending certain provisions of the Contract, as provided in Article 2 of the Annex.

Article 2 SUBJECT OF THE ANNEX

- 2.1 The Parties agree that Article 8. of the Contract shall be amended to read as follows:

Article 8. Specification of Works":

<i>Address of the workplace</i>	<i>Premises of the Client</i>
<i>Duration of the contract</i>	<i>18.04.2022 – 12.12.2022.</i>
<i>Qualification of workers</i>	<i>Interior worker</i>
"	"



Article 3 FINAL PROVISIONS

3.1 This Annex is enforced upon:

- a. Signature from the date of signing of the Annex by authorized representatives of all Parties.
- b. Fulfilling by 11th of April 2022 the stipulations of the Annex no 1 to SETTLEMENT AGREEMENT especially referring to items 2.1 and 2.2.

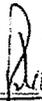
3.2 Should the above conditions not be completed with within the time specified unless extended by mutual agreement of the Parties in writing, this Service Contract shall be considered null and void as it was never entered into, unless otherwise mutually agreed, without other Party becoming liable to the other one for any damages in any respect.

3.3 Despite of eventual Service Contract termination as per provision of Article 3.1 and 3.2 above, the financial claim in value presented in Article 2.2 of Annex no 1 to SETTLEMENT AGREEMENT being existing between the Parties remains in force and maintain obligatory reimbursable.

3.4 The Parties agree that any disagreement regarding the Annex shall be settled amicably, and in the event of such failure, the court in Split shall have the respective jurisdiction.

3.5 This Annex has been made in 2 (two) identical originals of which Contractor and Client are to receive 1 (one) original each.

PAKOS INTERIOR


„PAKOS INTERIOR” Tomasz Pakos
ul. Kartuska 50/6 80-104 Gdańsk
NIP PL 589221957 REGON 220347868
Tel: +48 791 791 417

TOMASZ PAKOS

Date: 18.07 2022

DIV GROUP Ltd

Tomislav Debeljak,
President of the Management Board

Date: _____

JBLAGANJE d.o.o.
Split
OIB: 06103202386


JBLAGANJE d.o.o.
10170 SAMOBOR, Bobovića 10/A
Tel: 01 3377-000 Fax: 01 3373-155
OIB: 03800780814



Faktura numer / Invoice No. 5/05/2021

Data wystawienia / Issue date: Gdańsk, 2021-05-31

Data sprzedaży / Sale date: 2021-05-31

Termin płatności / Due date: 2021-06-14

Płatność / Payment type: Przelew / Transfer

Sprzedawca / Seller

PAKOS INTERIOR Tomasz Pakos

Kartuska 50/6

80-104 Gdańsk

NIP / VAT ID PL5891210172

Alior Bank

PL72 2490 1057 0000 9902 9557 6251

Nabywca / Buyer

BRODOSPLIT-OBLAGANJE D.O.O.

PUT SUPAVLA 21B

21000 SPLIT

NIP / VAT ID HR06103202386

LP / No.	Nazwa towaru / usługi / Item	Ilość / Qty	Cena netto / Unit net price	Wartość netto / Total net	VAT / VAT %	Wartość VAT / VAT amount	Wartość brutto / Total gross
1	Assembly of insulation on NB485 Total working hours 792 J1-2021	1 szt. / pc	12 122,00	12 122,00	np / N/A	0,00	12 122,00
2	Assembly of insulation on NB485 Total working hours 132 J1-2021	1 szt. / pc	1 979,00	1 979,00	np / N/A	0,00	1 979,00
W tym / Tax rate				14 101,00	np / N/A	0,00	14 101,00
Razem / Total				14 101,00		0,00	14 101,00

Wartość netto / Total net price 14 101,00 EUR

Wartość VAT / VAT amount 0,00 EUR

Wartość brutto / Total gross price 14 101,00 EUR

Uwagi / Notes: Podmiot zwolniony z podatku VAT art. 28 b ustawy o VAT
Entity exempt from VAT Art. 28 b of the VAT Act
Odwrotne obciążenie
Reverse charge

Do zapłaty / Total due 14 101,00 EUR
Słownie / In words: czternaście tysięcy sto jeden EUR zero centów /
fourteen thousand, one hundred and one EUR zero cents

Imię i nazwisko wystawcy / Seller's signature
Tomasz Pakos

Faktura numer / Invoice No. 3/06/2021

Data wystawienia / Issue date: Gdańsk, 2021-06-30

Data sprzedaży / Sale date: 2021-06-30

Termin płatności / Due date: 2021-07-14

Płatność / Payment type: Przelew / Transfer

Sprzedawca / Seller

PAKOS INTERIOR Tomasz Pakos

Kartuska 50/6

80-104 Gdańsk

NIP / VAT ID PL5891210172

Alior Bank

PL72 2490 1057 0000 9902 9557 6251

Nabywca / Buyer

BRODOSPLIT-OBLAGANJE D.O.O.

PUT SUPAVLA 21B

21000 SPLIT

NIP / VAT ID HR06103202386

LP / No.	Nazwa towaru / usługi / Item	Ilość / Qty	Cena netto / Unit net price	Wartość netto / Total net	VAT / VAT %	Wartość VAT / VAT amount	Wartość brutto / Total gross
1	Assembly of insulation on NB485 Total working hours 4307,5 J1-2021	1 szt. / pc	67 399,25	67 399,25	np / N/A	0,00	67 399,25
2	Assembly of insulation on NB485 Total working hours 792 J1-2021	1 szt. / pc	913,65	913,65	np / N/A	0,00	913,65
W tym / Tax rate				68 312,90	np / N/A	0,00	68 312,90
Razem / Total				68 312,90		0,00	68 312,90

Wartość netto / Total net price 68 312,90 EUR

Wartość VAT / VAT amount 0,00 EUR

Wartość brutto / Total gross price 68 312,90 EUR

Uwagi / Notes:

Podmiot zwolniony z podatku VAT art. 28 b ustawy o VAT

Entity exempt from VAT Art. 28 b of the VAT Act

Odwrotne obciążenie

Reverse charge

Do zapłaty / Total due

68 312,90 EUR

Słownie / In words: sześćdziesiąt osiem tysięcy trzysta dwanaście EUR dziewięćdziesiąt centów / sixty eight thousand, three hundred and twelve EUR ninety cents

Imię i nazwisko wystawcy / Seller's signature

Tomasz Pakos

Faktura numer / Invoice No. 2/07/2021

Data wystawienia / Issue date: Gdańsk, 2021-07-30

Data sprzedaży / Sale date: 2021-07-30

Termin płatności / Due date: 2021-08-13

Płatność / Payment type: Przelew / Transfer

Sprzedawca / Seller

PAKOS INTERIOR Tomasz Pakos

Kartuska 50/6
80-104 Gdańsk

NIP / VAT ID PL5891210172

Alior Bank

PL72 2490 1057 0000 9902 9557 6251

Nabywca / Buyer

BRODOSPLIT-OBLAGANJE D.O.O.

PUT SUPAVLA 21B
21000 SPLIT

NIP / VAT ID HR06103202386

LP / No.	Nazwa towaru / usługi / Item	Ilość / Qty	Cena netto / Unit net price	Wartość netto / Total net	VAT / VAT %	Wartość VAT / VAT amount	Wartość brutto / Total gross
1	Assembly of insulation on NB485 Total working hours 544 J1-2021	1 szt. / pc	8 612,00	8 612,00	np / N/A	0,00	8 612,00
W tym / Tax rate				8 612,00	np / N/A	0,00	8 612,00
Razem / Total				8 612,00		0,00	8 612,00

Wartość netto / Total net price 8 612,00 EUR

Wartość VAT / VAT amount 0,00 EUR

Wartość brutto / Total gross price 8 612,00 EUR

Uwagi / Notes: Podmiot zwolniony z podatku VAT art. 28 b ustawy o VAT
Entity exempt from VAT Art. 28 b of the VAT Act
Odwrotne obciążenie
Reverse charge

Do zapłaty / Total due 8 612,00 EUR
Słownie / In words: osiem tysięcy sześćset dwanaście EUR zero centów /
eight thousand, six hundred and twelve EUR zero cents

Imię i nazwisko wystawcy / Seller's signature

Tomasz Pakos

OBRAČUN KAMATE S VIŠE GLAVNICA

Glavnica	Šif. KTE	Datum od	Datum do	Kamata	Ukupno
533.914,05	21-ZATEZNA ST.2 - trgovci	11.04.2022	27.04.2022	1.862,56	535.776,61
533.914,05				1.862,56	535.776,61

FINANCIJSKA AGENCIJA
REGIONALNI CENTAR ZAGREB
ODJEL JAVNIH SERVISA 2



Poštarina plaćena HP-u d. d.
u poštanskom uredu
10151 Zagreb

FINANCIJSKA AGENCIJA
POSREDOVANJE ZA PRIDELU I PROMET
I POHRANU OSNOVA ZA FINANSIJE
ZAGREB
25-05-2012
PREBETEGARNE NASLODE
PRIMANJE I ODPREMA POŠTOM
KLASA
BROJ



FINANCIJSKA AGENCIJA

ULICA GRADA VUKOVARA 70

ZAGREB

100000
23.05.2012