

Na osnovu odredbi članova 490. stav 1. i 491. Zakona o privrednim društvima ("Sl. glasnik RS", br. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018, 91/2019 i 109/2021) (u daljem tekstu "**Zakon**"), dana [•].2024. godine ugovorne strane:

1. **WorkAndCo d.o.o. Beograd**, ul. Kneza Mihaila 39, Beograd-Stari Grad, matični broj: 21275794, PIB: 109963157, koga zastupa direktor Nemanja Nićiforović (u daljem tekstu: "**Društvo Prenosilac**"),

i

2. **Accenture Services doo Beograd**, ul. Bulevar Zorana Đinđića 2a, Beogradu - Novi Beograd, matični broj: 20497947, PIB: 105952076, koga zastupa direktor Ivan Tucaković (u daljem tekstu: "**Društvo Sticalac**")

utvrdili su sledeći:

NACRT UGOVORA O PRIPAJANJU
PREDMET UGOVORA

Član 1.

Predmet ovog Ugovora je statusna promena pripajanja privrednog društva **WorkAndCo d.o.o.** Beograd, ul. Kneza Mihaila 39, Beograd-Stari Grad, matični broj: 21275794, PIB: 109963157, kao Društvo Prenosilac, privrednom društvu **Accenture Services doo Beograd**, ul. Bulevar Zorana Đinđića 2a, Beogradu - Novi Beograd, matični broj: 20497947, PIB: 105952076, kao Društvu Sticaocu, i to tako što Društvo Prenosilac svoju celokupnu imovinu i obaveze prenosi Društvu Sticaocu i prestaje da postoji bez sprovođenja postupka likvidacije, dok Društvo Sticalac nastavlja da postoji i da posluje kao pravni sledbenik Društva Prenosioca, uz povećanje

Based on article 490 paragraph 1 and article 491 of the Law on Companies (*The Official Gazette of the Republic of Serbia*, no. 36/2011, 99/2011, 83/2014 – other law, 5/2015, 44/2018, 95/2018, 91/2019 and 109/2021) (hereinafter *The Law*) on the day [•], 2024, contracting parties:

1. **WorkAndCo L.L.C. Beograd**, St. Kneza Mihaila N.o. 39, Belgrade-Stari Grad, Company ID: 21275794, TAX ID: 109963157, legally represented by CEO Nemanja Nićiforović hereinafter as: "**Transferring Company**"),

and

2. **Accenture Services L.L.C. Beograd**, St. Bulevar Zorana Đinđića 2a, Beograd - Novi Beograd, Company ID: 20497947, TAX ID: 105952076, legally represented by CEO Ivan Tucaković (hereinafter as: "**Acquiring Company**")

have stipulated the following:

DRAFT OF THE AGREEMENT ON
ACQUISITION
SUBJECT OF THE AGREEMENT

Article 1.

Subject of this Agreement is the acquisition which include the acquisition of the company **WorkAndCo LLC** Belgrade, Kneza Mihaila 39, Belgrade-Stari Grad, Company ID: 21275794, TAX ID: 109963157, as the *Transferring Company*, with the company **Accenture Services d.o.o.** Belgrade, Bulevar Zorana Đinđića 2a, Belgrade - Novi Beograd, Company ID: 20497947, TAX ID: 105952076, as the *Acquiring Company*, in such a way that the Transferring Company transferring its entire assets and liabilities to the Acquiring Company and ceasing to exist without undergoing the liquidation process, while the Acquiring Company continues to exist and operate

osnovnog kapitala, u skladu sa Zakonom o privrednim društvima.

Predmet ugovora jeste i regulisanje međusobnih prava i obaveza ugovornih strana, a naročito:

- *Cilj i uslovi pod kojima se vrši pripajanje;*
- *Osnovni podaci o učesnicima pripajanja registrovani kod Agencije za privredne registre (APR);*
- *Odnos između ugovornih strana;*
- *Posledice pripajanja na visinu osnovnog kapitala Društva Sticaoca;*
- *Imovina, obaveze i način prenosa;*
- *Datumi od značaja za sprovođenje pripajanja;*
- *Obaveštenje o sprovođenju statusne promene;*
- *Pravne posledice pripajanja;*
- *Prava zaposlenih;*
- *Sudski i drugi postupci;*
- *Prelazne i završne odredbe.*

CILJ I USLOVI PRIPAJANJA

Član 2.

Cilj sprovođenja statusne promene koja je predmet ovog Ugovora je racionalizacija poslovanja, smanjenje administrativnih troškova, ubrzavanje i optimizacija procesa rada, racionalizacija resursa i jednostavnije usklađivanje procedura.

OSNOVNI PODACI O UČESNICIMA PRIPAJANJA REGISTROVANI KOD AGENCIJE ZA PRIVREDNE REGISTRE

Član 3.

as the legal successor of the Transferring Company, with an increase in share capital, in accordance with the Law on Companies.

The subject of this Agreement is also regulation of mutual rights and obligations of the contracting parties, particularly:

- *Goal and conditions under which the acquisition is carried out;*
- *Basic information about the participants in the acquisition registered with the Serbian Business Registers Agency (BRA);*
- *Relationship between the contracting parties;*
- *Consequences of the acquisition on the amount of share capital of the Acquiring Company;*
- *Assets, liabilities, and method of transfer;*
- *Dates of significance for the implementation of the acquisition;*
- *Notification of the implementation of the status change;*
- *Legal consequences of the acquisition;*
- *Employees' rights;*
- *Judicial and other proceedings;*
- *Transitional and final provisions.*

GOAL AND CONDITIONS OF THE ACQUISITION

Article 2.

The goal of implementing the status change that is the subject of this Agreement is the rationalization of operations, reduction of administrative costs, acceleration and optimization of work processes, rationalization of resources, and simpler alignment of procedures.

BASIC DATA ON CONTRACTING PARTIES REGISTERED WITH BUSINESS REGISTERS AGENCY

Article 3.

Društvo Prenosilac: WorkAndCo d.o.o. Beograd, ul. Kneza Mihaila 39, Beograd-Stari Grad, matični broj: 21275794, PIB: 109963157, pretežna delatnost 62.01- računarsko programiranje, datum osnivanja 24.3.2017. godine, osnovano na neodređeno vreme. Zakonski zastupnik društva je direktor Nemanja Nićiforović. Jedini član društva je **ACCENTURE HOLDINGS B.V.**, Matični broj: 805482775, sa sedištem na adresi Gustav Mahlerplein 90, Holandija-Amsterdam, sa 100% udela u ukupnom osnovnom kapitalu društva. Registrovani osnovni kapital društva čini upisan i uplaćen novčani ulog u iznosu od **100,00 RSD**.

Društvo Sticalac: Privredno Društvo Accenture Services doo Beograd, ul. Bulevar Zorana Đinđića 2a, Beogradu - Novi Beograd, matični broj: 20497947, PIB: 105952076, 70.22- Konsultantske aktivnosti u vezi s poslovanjem i ostalim upravljanjem, datum osnivanja 4.2.2009. godine, osnovano na neodređeno vreme. Zakonski zastupnik društva je direktor Ivan Tucaković. Jedini član društva je **ACCENTURE HOLDINGS B.V.**, Matični broj: 805482775, sa sedištem na adresi Gustav Mahlerplein 90, Holandija-Amsterdam, sa 100% udela u ukupnom osnovnom kapitalu društva. Registrovani osnovni kapital društva čini upisan i uplaćen novčani ulog u iznosu od **956.565,00 RSD**.

ODNOS IZMEĐU UGOVORNIH STRANA

Član 4.

Na osnovu iznetih registrovanih podataka iz člana 3. ovog Ugovora, konstatuje se da su oba Društva jednočlana i da imaju istog osnivača **ACCENTURE HOLDINGS B.V.**, Matični broj: 805482775, sa sedištem na adresi Gustav Mahlerplein 90, Holandija-Amsterdam koji je vlasnik sa 100% udela i osnivačkih prava u ovim društvima.

Transferring Company: WorkAndCo L.L.C. Belgrade, St. Kneza Mihaila No. 39, Belgrade-Stari Grad, Company ID: 21275794, TAX ID: 109963157, predominant activity 62.01 - computer programming, date of establishment March 24, 2017, established for an indefinite period. The legal representative of the company is director Nemanja Nićiforović. The sole member of the company is **ACCENTURE HOLDINGS B.V.**, Company ID: 805482775, headquartered at Gustav Mahlerplein 90, Amsterdam, Netherlands, with a 100% share in the total share capital of the company. The registered share capital of the company consists of a paid-in monetary share of **100.00 RSD**.

Acquiring Company: Accenture Services L.L.C. Belgrade, St. Bulevar Zorana Đinđića 2a, Belgrade - Novi Beograd, Company ID: 20497947, TAX ID: 105952076, predominant activity 70.22 - consulting activities related to business and other management, date of establishment February 4, 2009, established for an indefinite period. The legal representative of the company is director Ivan Tucaković. The sole member of the company is **ACCENTURE HOLDINGS B.V.**, Company ID: 805482775, located at Gustav Mahlerplein 90, Amsterdam, Netherlands, with a 100% share in the total share capital of the company. The registered share capital of the company consists of a paid-in monetary contribution of **956,565.00 RSD**.

MUTUAL RELATIONS BETWEEN CONTRACTING PARTIES

Article 4.

Based on the registered data presented in Article 3 of this Agreement, contracting parties note that both Companies are solo-member and have the same founder, **ACCENTURE HOLDINGS B.V.**, Company ID: 805482775, located at Gustav Mahlerplein 90, Amsterdam, Netherlands, which holds 100% of the shares and founding rights in these companies.

Ugovorne strane saglasno konstatuju da se izvršenom statusnom promenom pripajanja broj članova Društva Sticaoca ne menja i da Društvo Sticalac ostaje jednočlano društvo čiji je član **ACCENTURE HOLDINGS B.V.**, Matični broj: 805482775, sa sedištem na adresi Gustav Mahlerplein 90, Holandija-Amsterdam sa 100% udela i osnivačkih prava u ovom društvu, kao i da kod Društva Sticaoca dolazi do povećanja kapitala.

**POSLEDICE PRIPAJANJA NA VISINU
OSNOVNOG KAPITALA DRUŠTVA
STICAOCA**

Član 5.

Osnovni kapital Društva Sticaoca registrovan u Registru privrednih subjekata koji vodi Agencija za privredne registre čini upisan i uplaćen novčani ulog u iznosu od **956.565,00 RSD**.

Osnovni kapital Društva Sticaoca, nakon statusne promene pripajanja se povećava za iznos upisanog i uplaćenog novčanog kapitala Društva Prenosioca.

Osnovni kapital Društva Sticaoca nakon sprovedenog pripajanja i povećanja kapitala će iznositi:

- upisan novčani ulog u iznosu od **956.665,00 RSD**,
- uplaćen novčani ulog u iznosu od **956.665,00 RSD**.

Ulozi i udeli članova Društva Sticaoca nakon sprovedenog pripajanja i povećanja osnovnog kapitala će iznositi:

- član **ACCENTURE HOLDINGS B.V.**, Matični broj: 805482775, sa sedištem na adresi Gustav Mahlerplein 90, Holandija-

The contracting parties hereby mutually acknowledge that the completed status change through the acquisition does not change the number of members of the Acquiring Company and that the Acquiring Company remains a solo-member company, with **ACCENTURE HOLDINGS B.V.**, Company ID: 805482775, located at Gustav Mahlerplein 90, Amsterdam, Netherlands, holding 100% of the shares and founding rights in this company, as well as an increase in capital for the Acquiring Company.

**LEGAL CONSEQUENCES OF THE
ACQUISITION ON THE AMOUNT OF
SHARE CAPITAL OF THE ACQUIRING
COMPANY**

Article 5.

The share capital of the Acquiring Company, registered in the Business Entities Register maintained by the Business Registers Agency, consists of a paid-in monetary contribution of **956,565.00 RSD**.

The share capital of Acquiring Company, after the acquisition is increased by the amount of the paid-in monetary capital of the Transferring Company.

Share capital of the Acquiring Company after the status change by acquisition and increase of share capital, share capital shall amount to:

- registered monetary contribution in the amount of **956,665.00 RSD**,
- paid monetary contribution in the amount of **956,665.00 RSD**.

The contributions and shares of the members of the Acquiring Company after the completion of acquisition and increase in share capital will be as follows:

- Member: **ACCENTURE HOLDINGS B.V.**, Company ID: 805482775, located at Gustav Mahlerplein 90, Amsterdam,

Amsterdam sa 100% udela što čini upisan novčani ulog u iznosu od **956.665,00 RSD** i uplaćen novčani ulog u iznosu od **956.665,00 RSD**.

**IMOVINA, OBAVEZE I NAČIN
PRENOSA**

Član 6.

Društvo Prenosilac koje prestaje da postoji pripajanjem prenosi Društvu Sticaocu svu svoju imovinu i obaveze.

Imovinu Društva Prenosioca čini roba i inventar čiji su opis i vrednost navedeni u Prilogu 1, kao i potraživanja koje Društvo Prenosilac ima prema drugim društvima čiji su opis i vrednost navedene u Prilogu 2. Društvo Prenosilac ne poseduje nepokretnu imovinu. Takođe, Društvo Prenosilac poseduje novčana sredstva na tekućem računu br. RSD: 160-0000000468443-83; USD: 160-0053800026179-34; EUR: 160-0053800041690-61 koji se vodi kod BANCA INTESA A.D. BEOGRAD.

Opis i vrednost obaveze Društva Prenosioca su date u Prilogu 3.

Način na koji će se preneti imovina i obaveze:

1. Novčana sredstva Društva Prenosioca koja se zateknu na tekućim računima kod poslovnih banka preneće se u trenutku gašenja tih račun u korist Društva Sticaoca nalogom za prenos;
2. Pokretne stvari, osnovna sredstva, sitan inventar i drugo preneće se Društvu Sticaocu predajom u posed i prenosom računovodstvenog stanja Društva Prenosioca sa danom njihovog brisanja;

Netherlands, holds 100% of the shares, which constitutes a registered monetary contribution of **956,665.00 RSD** and a paid monetary contribution of **956,665.00 RSD**.

**ASSETS, LIABILITIES AND METHODS OF
TRANSFER**

Article 6.

The Transferring Company, which ceases to exist due to the acquisition, transfers all its assets and liabilities to the Acquiring Company.

The assets of the Transferring Company consist of goods and inventory, the description and value of which are listed in Appendix 1, as well as receivables that the Transferring Company has from other companies, the description and value of which are listed in Appendix 2. The Transferring Company does not own any real estate. Additionally, the Transferring Company holds cash funds in the current account no. RSD: 160-0000000468443-83; USD: 160-0053800026179-34; EUR: 160-0053800041690-61 maintained by BANCA INTESA A.D. BEOGRAD .

Description, value and liabilities of Transferring Company are in the Appendix 3.

Method of transferring assets and liabilities:

1. The cash funds of the Transferring Company that are found in current accounts with commercial banks shall be transferred upon the closure of those accounts in favor of the Acquiring Company through a transfer order;
2. Movable assets, fixed assets, minor inventory, and others shall be transferred to the Acquiring Company through delivery of possession and transfer of the accounting status of the Transferring Company as of the date of their deletion;

3. Sva prava, obaveze i odgovornosti iz ugovora koje je zaključio Društvo Prenosilac prelaze na Društvo Sticaoca koji stupa u navedene ugovorne odnose na mesto Društva Prenosioca;
4. Izuzetno u pogledu stvari i prava čiji je prenos uslovljen upisom u odgovarajuće javne knjige, odnosno pribavljanjem određenih saglasnosti i odobrenja, prenos te imovine na Društvo Sticaoca izvršiće se na osnovu ovog Ugovora tek po obavljanju takvog upisa, odnosno pribavljanju potrebnih saglasnosti i odobrenja;
5. Druga prava se prenose na odgovarajuće načine predviđene za prenos te vrste prava;
6. Obaveze Društva Prenosioca ugovorene po osnovu različitih pravnih poslova kod kojih ugovoreni rokovi još uvek nisu istekli, danom pripajanja prelaze na Društvo Sticaoca i važe do njihovog ispunjenja.

Osnov za upis promene imaoća prava je ovaj Ugovor o pripajanju i rešenje Registra privrednih subjekata koji vodi Agencija za privredne registre o registraciji statusne promene pripajanja.

Imovina, prava i obaveze Društva Prenosioca prelaze na Društvo Sticaoca danom registracije statusne promene pripajanja kod Agencije za privredne registre, a na osnovu ovog Ugovora.

Član 7.

Ugovorne strane saglasno konstatuju da su članovi društava koja učestvuju u statusnoj promeni

3. All rights, obligations, and responsibilities arising from contracts signed by the Transferring Company shall pass to the Acquiring Company, which will assume the contractual relationships in place of the Transferring Company;
4. Exceptionally, regarding assets and rights whose transfer is conditioned upon registration in the appropriate public registers, or obtaining certain consents and approvals, the transfer of such assets to the Acquiring Company will take place based on this Agreement only after such registration or obtaining the necessary consents and approvals;
5. Other rights will be transferred in the appropriate manner provided for the transfer of that type of right;
6. The obligations of the Transferring Company incurred based on various legal transactions for which the agreed deadlines have not yet expired will transfer to the Acquiring Company on the date of the acquisition and will remain in effect until fulfilled.

The basis for the registration of the change is this Acquisition Agreement and the decision of the Business Registers Agency regarding the registration of the status change due to the acquisition.

The assets, rights, and liabilities of the Transferring Company will transfer to the Acquiring Company on the day of the registration of the status change due to the acquisition with the Business Registers Agency, based on this Agreement.

Article 7.

The contracting parties mutually acknowledge that the members of the companies participating in the

pripajanja saglasni da se finansijski izveštaji sa mišljenjem revizora, izveštaj revizora o izvršenoj reviziji statusne promene i izveštaj direktora iz odredbe člana 490. Zakona o privrednim društvima, neće sačinjavati.

DATUMI OD ZNAČAJA ZA SPROVOĐENJE STATUSNE PROMENE

Član 8.

Ugovorne strane saglasno utvrđuju da je datum od koga prestaju poslovne aktivnosti Društva Prenosioca je 31.01.2025, posle datuma registracije statusne promene kod Agencije za privredne registre.

Ugovorne strane saglasno utvrđuju da je datum od koga se transakcije Društva Prenosioca smatraju u računovodstvene svrhe, transakcijama obavljenim u ime Društva Sticaoca, je 01.02.2025, posle datuma registracije statusne promene kod Agencije za privredne registre.

Vrednosti iskazane u finansijskim izveštajima Društva Prenosioca iskazuju se u finansijskim izveštajima Društva Sticaoca posle pripajanja u skladu sa Zakonom kojim se uređuje računovodstvo i revizija.

Poslovne promene nastale između dana bilansa i dana upisa u registar, ukoliko je datum upisa u registar nakon 31.01.2025 godine, privrednih subjekata obuhvataju se u poslovnim knjigama društva Sticaoca.

Član 9.

Nakon zaključenja ovog Ugovora, ugovorne strane će preduzeti sve radnje neophodne za zakonito sprovođenje i registraciju statusne promene u Registru privrednih subjekata koji vodi Agencija za

status change through the acquisition agree that financial statements with the auditor's opinion, the auditor's report on the conducted audit of the status change, and the report of the director according to Article 490 of the Companies Act shall not be prepared.

RELEVANT DATES FOR THE STATUS CHANGE BY ACQUISITION

Article 8.

The Parties mutually agree the date from which the business activities of the Transferring Company cease is 31st of January 2025, after the date of registration of the status change with the Business Registers Agency.

The Parties mutually agree that the date from which transactions of the Transferring Company are considered, for accounting purposes, as transactions conducted on behalf of the Acquiring Company is 01st of February 2025, after the date of registration of the status change with the Business Registers Agency.

The values reported in the financial statements of the Transferring Company shall be reflected in the financial statements of the Acquiring Company after the acquisition in accordance with the Law on Accounting and Auditing.

Business changes occurring between the balance sheet date and the date of registration into Serbian Business Register Agency, if the date of registration after 31.01.2025, shall be entered into the Business books of the Acquiring Company.

Article 9.

After the conclusion of this Agreement, the contracting parties shall undertake all necessary actions for the lawful implementation and registration of the status change within the Business Entities Register maintained by the Business

privredne registre, u skladu sa Zakonom o privrednim društvima i drugim pozitivnim propisima.

Društvo Sticalac se obavezuje da nakon stupanja na snagu ugovora o statusnoj promeni, podnese Agenciji za privredne registre registracionu prijavu pripajanja, a Društvo Prenosilac registracionu prijavu brisanja društva koje se pripaja.

OBAVEŠTENJE O SPROVOĐENJU STATUSNE PROMENE

Član 10.

Nacrt ugovora o pripajanju objavljuje se, u skladu sa Zakonom o privrednim društvima, na internet stranici Agencije za privredne registre.

Objavljivanjem Nacrta ugovora o pripajanju smatra se da su i poverioci društava obavješteni o toj statusnoj promeni.

Ugovorne strane se obavezuju da poveriocima, koji su im poznati, a čija potraživanja iznose najmanje 2.000.000,00 RSD u protivvrednosti bilo koje valute po srednjem kursu Narodne banke Republike Srbije na dan objave iz člana 495. stav 2. Zakona o privrednim društvima, upute i pisano obavještenje o sprovođenju statusne promene, koje sadrži elemente iz člana 491. stav 2. Zakona o privrednim društvima najkasnije 30 dana pre dana održavanja sednice skupštine na kojoj se donosi odluka o statusnoj promeni.

Konstatuje se da su članovi ugovornih strana, u skladu sa članom 495. Zakona o privrednim društvima lično obavješteni o mestu i vremenu gde mogu izvršiti uvid u Nacrt ugovora o pripajanju, kao i uvid u dokumenta i akte iz člana 490. Zakona o privrednim društvima, a u vezi sa statusnom promenom.

Registers Agency, in accordance with the Law on Companies and other applicable regulations.

The Acquiring Company commits to submit a registration application for the acquisition to the Business Registers Agency after the effective date of the status change agreement, while the Transferring Company will submit a registration application for the deletion of the company being acquisition.

IMPLEMENTATION OF STATUS CHANGE NOTICE

Article 10.

The draft of this Agreement will be published, in accordance with the Law on Companies, on the website of the Serbian Business Registers Agency.

By publishing the draft Acquisition agreement, it is considered that the creditors of the companies have been informed of this status change.

The contracting parties commit to send written notifications regarding the implementation of the status change to those creditors known to them, whose claims amount to at least 2,000,000.00 RSD, in the equivalent of any currency at the middle exchange rate of the National bank of the Republic of Serbia on the date of publication, in accordance with Article 495, paragraph 2 of the Companies Act. This notification must include the elements from Article 491, paragraph 2 of the Companies Act and be sent no later than 30 days before the date of the assembly meeting where the decision on the status change will be made.

It is hereby noted that the members of the contracting parties, in accordance with Article 495 of the Law on Companies, have been personally informed of the place and time where they can review the draft Acquisition agreement, as well as the documents and acts from Article 490 of the Companies Act related to the status change.

PRAVNE POSLEDICE PRIPAJANJA

Član 11.

Ugovorne strane saglasno konstatuju da danom registracije statusne promene pripajanja nastupaju pravne posledice predviđene odredbom člana 505. Zakona o privrednim društvima i to:

- imovina i obaveze Društva Prenosioca prelaze na Društvo Sticaoca, u skladu sa Ugovorom o statusnoj promeni;
- Društvo Sticalac postaje solidarno odgovorno sa Društvom Prenosiocem za njihove obaveze koje nisu prenete na Društvo Sticaoca, ali samo do iznosa razlike vrednosti imovine Društva Prenosioca koja mu je preneti i obaveza Društva Prenosioca koje je preuzeo, osim ako je sa određenim poveriocem drugačije ugovoreno;
- Ova promena statusa ne vrši zamenu uloga jer je jedini član obe kompanije isto pravno lice;
- Prava trećih lica, koja predstavljaju terete na udelima Društva Prenosioca koje se zamenjuju za udele Društva Sticaoca prelaze na udele koje član Društva Prenosioca stiče u Društvu Sticaocu, kao i na potraživanje novčane naknade na koju ima pravo pored ili umesto zamene za te udele u skladu sa ovim zakonom;

LEGAL CONSEQUENCES OF ACQUISITION

Article 11.

Contracting parties hereby agree that on the date of the status change by acquisition legal consequences comes in to force that are stipulated in Article 505 of the Companies Act:

- The assets and liabilities of the Transferring Company transfer to the Acquiring Company in accordance with the Agreement on the status change;
- Acquiring Company becomes jointly and severally liable with the Transferring Company for its obligations that were not transferred to the Acquiring Company, but only up to the amount of difference between the value of assets of the Transferring Company which were transferred to it and liabilities of the Transferring Company assumed by it, unless a different agreement is reached with a certain creditor;
- This status change does not perform replacement of stakes since the sole member of both companies is the same legal entity;
- Rights of third parties that represent an encumbrance on the shares, i.e. stocks of the Transferring Company which are exchanged for the shares, i.e. stocks of the Acquiring Company, pass to the shares, i.e. stocks which a member of the Transferring Company acquires in the Acquiring Company, as well as to the claim for pecuniary compensation such a member is entitled to, in addition to or instead of the exchange for those stocks, i.e. shares in compliance with this Law;

- Društvo Prenosilac prestaje da postoji bez sprovođenja postupka likvidacije;
- uzajamna potraživanja između Društva Prenosioca i Društva Sticaoca gase se;
- obaveze Društva Prenosioca prelaze na Društvo Sticaoca u skladu sa Ugovorom o statusnoj promeni i Društvo Sticalac postaje novi dužnik u pogledu tih obaveza,
- dozvole, druge povlastice i oslobođenja data ili priznata Društvima Prenosiocima prelaze na Društvo Sticaoca u skladu sa Ugovorom o statusnoj promeni, osim ako je propisima kojim se uređuje njihovo davanje drugačije određeno;
- direktoru i zastupnicima u Društvu Prenosioca prestaju dužnosti i ovlašćenja, kao i punomoćja za glasanje u skupštini Društva Prenosioca.
- druge posledice u skladu sa zakonom.

PRAVA ZAPOSLENIH

Član 12.

Zaposleni u Društvu prenosioocu, u skladu sa spiskom zaposlenih koji je sačinjen u postupku pripajanja, zasnovaće radni odnos u Društvu Sticaocu danom upisa statusne promene pripajanja u registar Agencije za privredne registre, pod uslovima identičnim onima koje imaju zaposleni u Društvu Sticaocu/pod uslovima identičnim koje su imali kod Društva prenosiooca u trajanju od najmanje godinu od datuma izvršene statusne promene.

- Transferring Company dissolves without conducting liquidation proceeding;
- Mutual claims between the transferring company and the recipient company terminate;
- the liabilities of the Transferor Company transfer to the Acquiring Company in accordance with the Agreement on acquisition, and the Acquiring Company becomes the new debtor regarding those obligations;
- permits, concessions, other privileges and exemptions granted or recognized to the Transferring Company pass to the Acquiring Company in accordance with the Agreement on acquisition, unless the regulations governing their granting stipulate otherwise;
- the director and representatives of the Transferring Company cease their duties and powers, as well as their voting mandates in the assembly of the Transferring Company;
- other effects in accordance with the Law.

EMPLOYEES RIGHTS

Article 12.

The employees of the Transferring Company, in accordance with the list of employees compiled during the acquisition process, will establish an employment relationship with the Acquiring Company on the date the status change by acquisition is registered with the Business Registers Agency, under conditions identical to those of the employees in the Acquirer Company / under conditions identical to those they had with the Transferring Company for at least one year from the date of the completed status change.

Ukupan broj zaposlenih u Društvu prenosiocu na dan statusne promene je – 49 zaposlenih.

SUDSKI I DRUGI POSTUPCI

Član 13.

Društvo Sticalac će, u što kraćem roku, obavestiti sudove i druge organe pred kojima se vodi postupak, a u kojima su Društva Prenosioci strana ili učesnik u postupku, o prestanku njihovog postojanja i brisanju iz Registra privrednih društava koji se vodi kod Agencije za privredne registre, usled pripajanja Društvu Sticaocu, te će u postupcima u kojima je to dopušteno, Društvo Sticalac stupiti na mesto Društva Prenosioca, kao pravni sledbenik tog društva i nastaviti postupak u svoje ime i za svoj račun.

Društvo Sticalac će u roku od 60 dana od dana upisa pripajanja u Registar privrednih subjekata, odnosno od dana brisanja Društva Prenosioca iz Registra, obavestiti o pripajanju sva lica sa kojima su Društva Prenosioci bili u pravnom odnosu koji nisu prestali da postoje do momenta upisa pripajanja, kao i o prelasku prava i obaveza sa Društva Prenosioca na Društvo Sticaoca.

PRELAZNE I ZAVRŠNE ODREDBE

Član 14.

Na prava i obaveze ugovornih strana koje nisu izričito uređene ovim Ugovorom, primenjivaće se odredbe Zakona o privrednim društvima.

The total number of the employees of the Transferring Company on the date of the status change is 49 employees.

JUDICIAL AND OTHER PROCEDINGS

Article 13.

The Acquiring Company shall as soon as possible, notify the courts and other authorities before which proceedings are conducted, in which the Transferring Company are parties or participants, about the cessation of their existence and their removal from the Register of Business Entities maintained by the Agency for Business Registers, due to the incorporation into the Acquiring Company. In proceedings where permitted, the Acquiring Company will step into the place of the Transferring Company as the legal successor of that company and continue the proceedings in its own name and for its own account.

The Acquiring Company shall notify all parties with whom the Transferring Company had legal relations that have not ceased to exist by the time of the incorporation registration, about the acquisition, as well as about the transfer of rights and obligations from the Transferring Company to the Acquiring Company, within 60 days from the date of registration of the incorporation in the Register of Business Entities, or from the date of removal of the Transferring Company from the Register.

FINAL PROVISIONS

Article 14.

Regarding the rights and obligations of the contracting parties that are not explicitly regulated by this Agreement, the provisions of the Law on Companies shall apply.

Član 15.

Sve izmene i dopune ovog Ugovora su punovažne ukoliko su sačinjene u pisanoj formi, potpisane od strane svih ugovornih strana i overene kod nadležnog organa overe.

Član 16.

Sve sporove koji nastanu iz ili u vezi sa ovim Ugovorom, ugovorne strane će pokušati da reše mirnim putem. Ukoliko to nije moguće, stranke ugovaraju nadležnost Privrednog suda u Beogradu.

Član 17.

Ovaj Ugovor stupa na snagu danom donošenja odluke skupština društava koja učestvuju u statusnoj promeni ili danom zaključenja Ugovora o pripajanju ako je taj datum kasniji.

Član 18.

Ovaj Ugovor je sačinjen u 4 (četiri) istovetnih primeraka, jednake pravne snage, od kojih po jedan za svaku ugovornu stranu, jedan za Agenciju za privredne registre i jedan za nadležnog javnog beležnika.

Sastavni deo ovog Ugovora su:

- **Prilog 1** - Popis robe i inventara Društva Prenosioca
- **Prilog 2** - Potraživanja koje Društvo Prenosilac ima prema drugim društvima
- **Prilog 3** - Obaveze Društva Prenosioca prema dobavljačima
- **Prilog 4** - Izmene i dopune osnivačkog akta Društva Sticaoca

Article 15.

All amendments to this Agreement are valid only if made in writing, signed by all contracting parties, and certified by the relevant certification authority.

Article 16.

All disputes arising from this Agreement shall be attempted to be resolved amicably by the contracting parties. If this is not possible, the parties agree on the jurisdiction of the Commercial Court in Belgrade.

Article 17.

This Agreement shall come into effect on the date of the decision made by the assemblies of the companies participating in the status change, or on the date of the conclusion of the Agreement on acquisition if that date is later.

Article 18.

This Agreement is made in 4 (four) identical copies, having equal legal force, one for each contracting party, one for the Agency for Business Registers Agency, and one for the competent public notary.

An integral part of this Agreement is:

- **Appendix 1** - Inventory of goods and assets of the Transferring Company
- **Appendix 2** - Claims that the Transferring Company has against other companies
- **Appendix 3** - Obligations of the Transferring Company towards suppliers
- **Appendix 4** - Amendments and supplements to the founding act of the Acquiring Company

Ovaj Ugovor se zaključuje u verzijama na srpskom i engleskom jeziku. U slučaju neslaganja u tekstovima verzija na srpskom i engleskom jeziku, kao merodavna se uzima verzija na srpskom jeziku.

Društvo Prenosilac

Društvo Sticalac

U Beogradu, dana __.__.____. godine.

Član Društva u funkciji skupštine Društva

Za ACCENTURE HOLDINGS B.V.

This Agreement is concluded in Serbian and English language. In case of discrepancies between versions in Serbian and English language, Serbian version will prevail.

Transferring Company

Acquiring Company

In Belgrade, on __.__.____. (date).

Company Member acting as the General Assembly

On behalf of ACCENTURE HOLDINGS B.V.

**Annex 1 to Agreement on acquisition/
Prilog 1 Ugovora o Pripajanju**

**Inventory of goods and assets of the Transferring Company on September 30th, 2024/
Popis robe i inventara Društva Prenocioca na dan 30.09.2024**

Number / Broj	Assets group/Grupa sredstava	Net book value RSD/ Trenutna vrednost RSD
1	Laptops/Laptopovi	6,247,802.29
2	Mobile Phones/Mobilni telefoni	1,194,129.98
3	Other Hardware&Equipment/Ostali hardver i oprema	3,468,463.19
		10,910,395.46

Društvo Prenosilac

Društvo Sticalac

U Beogradu, dana __.__.____. godine.

Član Društva u funkciji skupštine Društva

Za ACCENTURE HOLDINGS B.V.

Appendix 2 to Agreement on acquisition/

Prilog 2 Ugovora o pripajanju

**Claims that the Transferring Company has against other companies on September 30th,
2024 /Potraživanja koje Društvo Prenosilac ima prema drugim društvima na dan
30.09.2024**

Number / Broj	Description / Opis	Description / Opis	Balance RSD / Saldo RSD
1	Plaćeni avansi	Advances paid	39,498.33
2	Potraživanja od kupaca	Trade receivables	26,652,090.02
3	Ostala potraživanja	Other receivables	12,156,427.20
4	Gotovinski ekvivalenti i gotovina	Cash and cash equivalents	6,627,795.00
5	Obračunavanje	Accruals	5,219,984.75
			50,695,795.30

Društvo Prenosilac

Društvo Sticalac

U Beogradu, dana __.__.____. godine.

Član Društva u funkciji skupštine Društva

Za ACCENTURE HOLDINGS B.V.

Appendix 3 to Agreement on acquisition

Prilog 3 Ugovora o pripajanju

**Obligations of the Transferring Company towards suppliers on September 30th, 2024 /
Obaveze Društva Prenosioca prema dobavljačima na dan 30.09.2024**

Number/ Broj	Number/ Broj	Description / Opis	Balance RSD / Saldo RSD
1	Dobavljači u zemlji	Trade payables	-4,965,396.12
2	Ostale obaveze iz poslovanja	Other liabilities from business operations	-229,208.40
			-5,194,604.52

Društvo Prenosilac

Društvo Sticalac

U Beogradu, dana __.__.____. godine.

Član Društva u funkciji skupštine Društva

Za ACCENTURE HOLDINGS B.V.

Appendix 4 to Agreement on acquisition

Prilog 4 Ugovora o pripajanju

Based on the Law on Companies (*The Official Gazette of the Republic of Serbia, no. 36/2011, 99/2011, 83/2014 – other law, 5/2015, 44/2018, 95/2018, 91/2019 and 109/2021*) (hereinafter **The Law**), member of the company:

ACCENTURE HOLDINGS B.V., Company Number: 805482775, with a legal seat at 90 Gustav Mahlerplein Street, The Netherlands-Amsterdam, (hereinafter: **The Member**);

acting as a general meeting of the company **Accenture Services doo Beograd**, with a registered office in Belgrade-Novı Beograd, 2a Bulevar Zorana Đinđića Street, Company Number: 20497947, Tax Identification Number: 105952076 (hereinafter: **The Company**), on _____. (date) passes a following:

DECISION ON AMENDMENTS TO THE FOUNDING ACT

Accenture Services doo Beograd

PREAMBLE

a) By means of this Decision on Amendments to the Founding Act of the Company Accenture Services doo Beograd (hereinafter: The Founding Act) the existing Agreement on Incorporation of P3 Solutions doo Valjevo doo from January 14th, 2009 has been annulled and all its provision have been replaced with this Founding Act.

b) This Founding Act constitutes a mandatory act of a limited liability company by means of which the following matters are particularly regulated: i) Company members; ii) Company's business name and seat; iii) Company's prevailing activity; iv) Company's share capital; v) rights, obligations and responsibilities of the members toward the Company and vice versa; vi) statements, profits and payments; vii) bodies, powers and functioning method of the

Na osnovu Zakona o privrednim društvima ("Sl. glasnik RS", br. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018, 91/2019 i 109/2021) (u daljem tekstu "**Zakon**"), član društva:

ACCENTURE HOLDINGS B.V., Matični broj: 805482775, sa sedištem na adresi Gustav Mahlerplein 90, Holandija-Amsterdam, (u daljem tekstu „**Član**“);

postupajući u funkciji skupštine društva **Accenture Services doo Beograd**, sa registrovanim sedištem u Beogradu-Novı Beograd, Bulevar Zorana Đinđića br. 2a, matični broj: 20497947, PIB: 105952076 ("**Društvo**"), dana _____. godine donosi:

ODLUKA O IZMENAMA I DOPUNAMA OSNIVAČKOG AKTA

Accenture Services doo Beograd

PREAMBULA

a) Ovom Odlukom o izmenama i dopunama osnivačkog akta Društva Accenture Services doo Beograd („Osnivački akt“) stavlja se van snage dosadašnji Ugovor o osnivanju P3 Solutions doo Valjevo doo od dana 14.01.2009. godine i sve njegove odredbe se zamenjuju ovim Osnivačkim aktom.

b) Ovaj Osnivački akt predstavlja obavezni akt društva sa ograničenom odgovornošću kojim se naročito regulišu sledeća pitanja: i) članovi Društva; ii) poslovno ime i sedište Društva; iii) pretežna delatnost Društva; iv) osnovni kapital Društva; v) prava, obaveze i odgovornosti članova prema Društvu i Društva prema članu; vi) izveštaji, dobiti i plaćanja; vii) organi, nadležnosti i način rada organa Društva; viii) zastupnici i ovlašćenja

Company's bodies; viii) representatives and authority of the Company's representatives; ix) modifications of the Founding Act and Company cessation.

c) In legal transactions, the Company is entitled to conclude the agreements and perform other legal matters and legal actions as part of its operations and within its legal and operating capacity.

d) The Company is bound to operate according to the law, best business practices and business moral.

e) The Company has been founded for an indefinite period of time.

f) The member acting in the capacity of the Company Assembly has decided to implement a corporate restructuring acquisition, in accordance with Article 486 of the Law on Companies.

g) On [●], the Company Assembly adopted a decision on the corporate restructuring, approving the the Acquisition agreement.

h) In accordance with Article 498, Paragraph 4, Item 1 of the Law on Companies, the Company Assembly is obligated, simultaneously with the adoption of the decision on the restructuring from point (h), to adopt amendments to the Company's founding act.

Article 1 COMPANY MEMBERS

1.1. The Company member is:

(i) ACCENTURE HOLDINGS B.V., Company Number: 805482775, with a registered office at the address 90 Gustav Mahlerplein Street, The Netherlands-Amsterdam, with a contribution of 100 % in the Company, consisted of a subscribed pecuniary and paid-in capital in the amount of od **RSD 956,665.00**

zastupnika Društva; ix) izmene Osnivačkog akta i prestanak Društva.

c) Društvo ima pravo da u pravnom prometu zaključuje ugovore i vrši druge pravne poslove i pravne radnje u okviru svog poslovanja i u okviru svoje pravne i poslovne sposobnosti.

d) Društvo je dužno da posluje u skladu sa zakonom, dobrim poslovnim običajima i poslovnim moralom.

e) Društvo je osnovano na neodređeno vreme.

f) Da je član u funkciji skupštine Društva odlučio da sprovede statusnu promenu pripajanja u skladu sa članom 486. Zakona o privrednim društvima.

g) Da je, dana [●] . godine, skupština Društva usvojila odluku o statusnoj promeni kojom je odobren ugovor o statusnoj promeni.

h) Da u skladu sa članom 498. stav 4. tačka 1. Zakona o privrednim društvima, skupština Društva je dužna da, istovremeno sa usvajanjem odluke o statusnoj promeni iz gornje tačke (h), usvoji izmene i dopune osnivačkog akta Društva.

Član 1. ČLANOVI DRUŠTVA

1.1. Član Društva je:

(i) ACCENTURE HOLDINGS B.V., Matični broj: 805482775, sa sedištem na adresi Gustav Mahlerplein 90, Holandija-Amsterdam, sa udelom od 100 % u Društvu koji se sastoji od upisanog i uplaćenog novčanog kapitala u iznosu od **956.665,00 RSD**

<p style="text-align: center;">Article 2 BUSINESS NAME, REGISTERED OFFICE AND ADDRESS FOR THE RECEIPT OF ELECTRONIC MAIL</p> <p>2.1. The Company's name reads as follows:</p> <p>Accenture Services doo Beograd</p> <p>2.2. The Company's abbreviated name reads as follows:</p> <p>Accenture Services doo</p> <p>2.3. Registered office of the Company is at the following address:</p> <p>2a Bulevar Zorana Đinđića Street, Novi Beograd</p> <p>2.4. Electronic mail address reads as follows:</p> <p><u>CRS-BO@umlaut.com</u></p> <p>2.5. Decision on changing the Company's business name, seat and/or e-mail address is made by the Member acting as the Company's General Meeting.</p>	<p style="text-align: center;">Član 2. POSLOVNO IME, SEDIŠTE DRUŠTVA I ADRESA ZA PRIJEM ELEKTRONSKE POŠTE</p> <p>2.1. Poslovno ime Društva glasi:</p> <p>Accenture Services doo Beograd</p> <p>2.2. Skraćeno poslovno ime Društva glasi:</p> <p>Accenture Services doo</p> <p>2.3. Sedište Društva je:</p> <p>Bulevar Zorana Đinđića 2a, Novi Beograd</p> <p>2.4. Adresa za prijem elektronske pošte je:</p> <p><u>CRS-BO@umlaut.com</u></p> <p>2.5. Odluku o promeni poslovnog imena, sedišta i/ili adrese za prijem elektronske pošte Društva donosi Član u funkciji Skupštine Društva.</p>
<p style="text-align: center;">Article 3 COMPANY'S ACTIVITIES</p> <p>3.1. The Company may conduct all the legally permitted activities.</p> <p>3.2. The Company may conduct as well the activities for which is required obtaining a previous approval, consent or other act of a state authority, only upon receiving such approval, consent or other state authority's act.</p> <p>3.3. The Company's prevailing activity shall be as follows:</p>	<p style="text-align: center;">Član 3. DELATNOSTI PRIVREDNOG DRUŠTVA</p> <p>3.1. Društvo može obavljati sve zakonom dozvoljene delatnosti.</p> <p>3.2. Društvo može da obavlja i delatnosti za koje je propisano prethodno pribavljanje odobrenja, saglasnosti ili drugog akta državnog organa, samo po dobijanju tog odobrenja, saglasnosti ili drugog akta državnog organa.</p> <p>3.3. Pretežna delatnost Društva je:</p>

70.22 Business and other management consultancy activities

3.4. The Company may conduct as well the other activities, other than those stated above, including the foreign trade activity, provided that the Company meets the legally stipulated criteria and once the permits and consents have been obtained, if necessary.

3.5. Decision on changing the prevailing activity shall be passed by the Member, acting as the Company's General Meeting.

Article 4

**COMPANY'S SHARE CAPITAL,
CONTRIBUTIONS AND COMPANY
MEMBER'S CONTRIBUTIONS, INCREASE
AND REDUCTION OF THE SHARE CAPITAL,
ADDITIONAL PAYMENTS AND PROFIT
DISTRIBUTION**

4.1. Share capital of the Company is composed of a subscribed and paid-in pecuniary contribution of the Company Member.

4.2. A total subscribed pecuniary capital of the Company amounts to 956,665.00 RSD.

4.3. A total paid-in pecuniary capital of the Company amounts to 956,665.00 RSD.

4.4. The Company Member owns a 100% of contributions in the Company's total share capital.

4.5. The structure of founders, i.e., Company members can be altered without amendments to this Founding Act, unless otherwise stipulated by the law.

4.6. Company's General Meeting consisting of the Company's founder, makes a decision on increase of the Company's share capital. Company's share capital can be increased by the following means:

70.22 Konsultantske aktivnosti u vezi s poslovanjem i ostalim upravljanjem

3.4. Društvo može obavljati i druge delatnosti, osim gore naznačene delatnosti, uključujući i spoljnotrgovinsku delatnost ukoliko za to ispunjava zakonom predviđene uslove i po pribavljanju dozvola i saglasnosti, ukoliko je potrebno.

3.5. Odluku o promeni pretežne delatnosti donosi Član u funkciji Skupštine Društva.

Član 4.

**OSNOVNI KAPITAL DRUŠTVA, ULOZI I
UDEO ČLANA DRUŠTVA, POVEĆANJE I
SMANJENJE OSNOVNOG KAPITALA
DRUŠTVA, DODATNE UPLETE I ISPLATA
DOBITI**

4.1. Osnovni kapital Društva čine upisani i uplaćeni novčani ulog Člana Društva.

4.2. Ukupan upisani novčani kapital Društva iznosi 956.665,00 RSD.

4.3. Ukupan uplaćeni novčani kapital Društva iznosi 956.665,00 RSD.

4.4. Član Društva poseduje 100% udela u ukupnom osnovnom kapitalu Društva.

4.5. Struktura osnivača, odnosno članova Društva može biti promenjena bez izmena i dopuna ovog Osnivačkog akta, osim ukoliko nije drugačije predviđeno zakonom.

4.6. Skupština Društva koju čini Osnivač Društva, donosi odluku o povećanju osnovnog kapitala Društva. Osnovni kapital Društva može se povećati:

- new contributions of the Company Member or a member acceding to the Company;
- by converting the Company's provisions or profit into the Company's share capital;
- by converting the Company's accounts receivable into its share capital;
- by means of status changes resulting in an increase of the Company's share capital;
- by converting the additional payments into the share capital.

4.7. Company's share capital can be reduced by means of the Company General Meeting's decision, but not below the legally prescribed minimal amount of share capital and solely in the manner and under conditions stipulated by the Law on Companies.

4.8. The Company's founder, based on its decision, is allowed to make additional payments not increasing the Company's share capital.

4.9. At its own discretion, the Company's founder is allowed to set a maximum amount of additional payment instead of setting an exact amount of the additional payment.

**Article 5
RIGHTS, OBLIGATIONS AND
RESPONSIBILITIES OF THE MEMBER
TOWARD THE COMPANY AND VICE VERSA**

5.1. The Company acts on its own behalf in legal transactions and shall be liable for its obligations with its entire property. The Member shall not be liable for the Company's obligations, except in the case of breaching the rules with regard to the limited liability of members, in cases as prescribed by the Law.

5.2. The Member may pledge its own contribution to secure a loan or some other obligation of theirs.

5.3. The Member may grant a loan to the Company at any time, according to the law which regulate the foreign currency transactions.

- novim ulozima Osnivača Društva ili člana koji pristupa Društvu;
- pretvaranjem rezervi ili dobiti Društva u osnovni kapital Društva;
- konverzijom potraživanja prema Društvu u osnovni kapital Društva;
- statusnim promenama koje imaju za posledicu povećanje osnovnog kapitala Društva;
- konverzijom dodatnih uplata u osnovni kapital.

4.7. Osnovni kapital Društva može se smanjiti odlukom Skupštine Društva, ali ne ispod zakonom propisanog minimalnog iznosa osnovnog kapitala i samo na način i pod uslovima predviđenim Zakonom o privrednim društvima.

4.8. Osnivač Društva može, na osnovu svoje odluke, izvršiti dodatne uplate kojima se ne povećava osnovni kapital Društva.

4.9. Po svom nahođenju, Osnivač Društva može odrediti maksimalni iznos dodatne uplate umesto određivanja tačnog iznosa dodatne uplate.

**Član 5.
PRAVA, OBAVEZE I ODGOVORNOSTI
ČLANA PREMA DRUŠTVU I DRUŠTVA
PREMA ČLANU**

5.1. Društvo samostalno istupa u pravnom prometu i za svoje obaveze odgovara svojom celokupnom imovinom. Član ne odgovara za obaveze Društva, osim u slučaju zloupotrebe pravila o ograničenoj odgovornosti članova, u slučajevima kako je predviđeno Zakonom.

5.2. Član može dati udeo u zalogu za obezbeđenje kredita ili druge svoje obaveze.

5.3. Član može Društvu dati zajam u svako doba u skladu sa zakonom kojim se uređuje devizno poslovanje.

Article 6

STATEMENTS, PROFIT AND PAYMENTS

6.1. Director submits the financial statements and operating reports as well as the auditor's report to the General Meeting for approval, according to the laws which regulate accounting and auditing.

6.2. The Company cannot make payments to the Member if, according to the latest annual financial reports, the Company's net assets are lower, or as a result of such payment, would be lower than the paid-in share capital plus the provisions the Company is required to maintain pursuant to the law, if such provisions exist, except in the case of a share capital reduction.

6.3. In case the Director is familiar with the fact that, between the end of a previous business year and the date of decision of the General Meeting on adoption of annual financial reports, the Company's property status due to losses and share capital reduction is significantly and not only temporarily worsened, Director is obliged to inform the General Meeting thereof, and the latter, upon receipt of such notice, is obliged to exclude from profit distribution the amount of profit resulting from the Company's asset reduction.

6.4. The Company's founder is entitled to a profit distribution according to the positive legislation.

Article 7

COMPANY'S BODIES

7.1. The Company is governed by a one-tier model.

7.2. The Company's bodies are the General Meeting and two Directors.

7.3. The Company may as well have other representatives, who can act for and on behalf of the Company, according to the authority defined in this Founding Act and/or adequate Decision on

Član 6.

IZVEŠTAJI, DOBIT I PLAĆANJA

6.1. Direktor podnosi Skupštini Društva na usvajanje finansijske izveštaje i izveštaje o poslovanju, kao i izveštaj revizora, u skladu sa zakonima kojima se uređuju računovodstvo i revizija.

6.2. Društvo ne može vršiti plaćanja Članu ako je prema poslednjim godišnjim finansijskim izveštajima neto imovina Društva manja ili bi usled takve isplate postala manja od uplaćenog osnovnog kapitala uvećanog za rezerve koje je Društvo u obavezi da održava u skladu sa zakonom ako takve rezerve postoje, osim u slučaju smanjenja osnovnog kapitala.

6.3. Ako je Direktor poznato da je u periodu između kraja prethodne poslovne godine i dana donošenja odluke Skupštine Društva o usvajanju godišnjih finansijskih izveštaja, imovinsko stanje Društva zbog gubitaka ili smanjenja vrednosti osnovnog kapitala značajno i ne samo privremeno pogoršano, Direktor je dužan da o tome obavesti Skupštinu, koja je po prijemu takvog obaveštenja u obavezi da iz raspodele dobiti isključi dobit u visini nastalog smanjenja imovine Društva.

6.4. Osnivač Društva ima pravo na isplatu dobiti u skladu sa važećim zakonima.

Član 7.

ORGANI DRUŠTVA

7.1. Upravljanje Društvom je organizovano kao jednodomno.

7.2. Organi Društva su Skupština Društva i dva Direktora.

7.3. Društvo može imati i druge zastupnike, koji mogu zastupati odnosno predstavljati Društvo u skladu sa ovlašćenjima definisanim u ovom

Appointment or other decisions of the General Meeting.

**Article 8
GENERAL MEETING**

8.1. The Company's General Meeting decides upon the following matters:

- amendments to the Founding Act;
- adoption of financial statements, as well as the auditors' reports, if the financial statements are subject to an audit;
- monitoring over the work of Director and adoption of Director's reports;
- increase and reduction of the Company's share capital;
- profit distribution and manner of covering losses, as well as on setting the date of acquiring the right to participate in profits and the date of paying a profit share to the Company Members;
- appointment and discharge of director as well as on setting the remuneration for its work i.e., the principles for defining such remuneration, conclusion of the employment agreement (or the agreement on rights and responsibilities) with the Director and deciding upon its rights and responsibilities from the employment relationship, i.e., the other engagement;
- appointment of an auditor and setting the remuneration for its work
- setting into motion a winding-up proceeding, as well submitting a motion for launching a bankruptcy proceeding by the Company;
- appointment of an administrative receiver and passing the bankruptcy balance sheets and reports of an administrative receiver;
- acquisition of its own contributions;
- obligations of the Company Member with regard to the additional payments and reimbursement of such payments;
- initiating a dispute for excluding the Company Member;

Osnivačkom aktu i/ili odgovarajućoj Odluci o imenovanju ili drugim odlukama Skupštine.

**Član 8.
SKUPŠTINA**

8.1. Skupština Društva odlučuje o sledećim pitanjima:

- izmenama Osnivačkog akta;
- usvajanju finansijskih izveštaja, kao i izveštaja revizora ako su finansijski izveštaji predmet revizije;
- nadzoru nad radom Direktora i usvajanju izveštaja Direktora;
- povećanju i smanjenju osnovnog kapitala Društva;
- raspodeli dobiti i načinu pokrića gubitaka, uključujući i određivanje dana sticanja prava na učešće u dobiti i dana isplate učešća u dobiti Članovima Društva;
- imenovanju i razrešavanju direktora i utvrđivanju naknade za njegov rad odnosno načela za utvrđivanje te naknade, zaključivanju ugovora o radu (ili ugovora o pravima i obavezama) sa Direktorom i odlučivanju o njegovim pravima i obavezama iz radnog odnosa tj. drugog angažovanja;
- imenovanju revizora i utvrđivanju naknade za njegov rad;
- pokretanju postupka likvidacije, kao i o podnošenju predloga za pokretanje stečajnog postupka od strane Društva;
- imenovanju likvidacionog upravnika i usvajanju likvidacionih bilansa i izveštaja likvidacionog upravnika;
- sticanju sopstvenih udela;
- obavezama člana Društva na dodatne uplate i o vraćanju tih uplata;
- pokretanju spora za isključenje člana Društva;

<ul style="list-style-type: none"> ➤ request for withdrawal by the Company Member; ➤ withdrawal and cancellation of contributions; ➤ exclusion of the Company Member due to non-payment, i.e., non-introduction of the subscribed contribution; ➤ appointment and discharge of the other Company representatives; ➤ decides upon initiating a proceeding and providing a power of attorney for representing the Company in a dispute with the Company's representative, as well as in a dispute with the Director; ➤ approves the accession of a new member and provides consent for the transfer of contributions to a third party; ➤ decides upon initiating a proceeding and providing a power of attorney for representing the Company in a dispute against the Company Member; ➤ decides upon status changes and legal form changes; ➤ provides consent for the legal affairs where there is a personal interest; ➤ provides consent for the acquisition, disposal, lease out, pledge or other handling of the property of great value; ➤ conducts other activities and decides upon other matters. 	<ul style="list-style-type: none"> ➤ zahtevu za istupanje člana Društva; ➤ povlačenju i poništenju udela; ➤ isključenju Člana Društva iz razloga neplaćanja, odnosno neunošenja upisanog uloga; ➤ imenovanju i razrešenju ostalih zastupnika Društva; ➤ odlučuje o pokretanju postupka i davanju punomoćja za zastupanje Društva u sporu sa prokuristom, kao i u sporu sa Direktorom; ➤ odobrava pristupanje novog člana i daje saglasnost na prenos udela trećem licu; ➤ odlučuje o pokretanju postupka i davanju punomoćja za zastupanje Društva u sporu protiv Člana Društva; ➤ odlučuje o statusnim promenama i promenama pravne forme; ➤ daje odobrenje na pravne poslove u kojima postoji lični interes; ➤ daje saglasnost na sticanje, prodaju, davanje u zakup, zalaganje ili drugo raspolaganje imovinom velike vrednosti; ➤ vrši druge poslove i odlučuje o drugim pitanjima.
<p>8.2. Regular General Meeting takes place annually, no later than six months following the end of a business year. Deadline for convening a regular meeting is at least 8 (eight) days prior to the meeting date.</p>	<p>8.2. Redovna sednica Skupštine Društva održava se jednom godišnje, najkasnije u roku od šest meseci od završetka poslovne godine. Rok za sazivanje redovne sednice je najmanje 8 (osam) dana pre dana održavanja sednice.</p>
<p>8.3. The extraordinary General Meeting is convened as necessary, as well as when that is stipulated by the Law. Deadline for convening thereof is at least 8 (eight) days prior to the meeting date.</p>	<p>8.3. Vanredna sednica Skupštine održava se po potrebi, kao i kada je to određeno Zakonom. Rok za sazivanje je najmanje 8 (osam) dana pre dana održavanja sednice.</p>
<p>8.4. The Company's General Meeting is convened either by the Director or the Company Member. Venue of the General Meeting shall be at the</p>	<p>8.4. Sednice Skupštine Društva sazivaju Direktor ili Član Društva. Mesto održavanja Skupštine je sedište Društva, ako Član Društva ne odluči drugačije.</p>

Company's registered office, if not decided otherwise by the Company Member.

8.5. The Company's General Meeting may take place at any time and without being convened, provided that all the Company members are present.

8.6. The General Meeting may take place as well via conference call or other audio and video communication equipment.

8.7. Each decision within the authority of the General Meeting may be passed as well outside the meeting, provided that is being signed by the Company Member.

8.8. General Meeting is presided by the Chairman.

8.9. Considering that the Company is a single-member entity, all the decisions shall be passed by one member independently, acting as the General Meeting.

8.10. The Member, acting as the General Meeting, may authorize a person to represent it, by means of a written power of attorney.

Article 9 DIRECTOR

9.1. The Company has 2 (two) directors appointed and dismissed by the Company's General Meeting.

9.2. Directors manage the Company's operations and represent thereof in the national and foreign trade independently, as well as limited by a countersignature of the other Director, all according to the powers stipulated in this Founding Act, Decision on Appointment and other decisions of the Company's General Meeting.

9.3. Directors conduct all the activities outside the General Meeting's authority, and shall be particularly responsible for the following:

8.5. Sednica Skupštine Društva se može održati u svako vreme i bez sazivanja, ako joj prisustvuju svi Članovi Društva.

8.6. Sednice Skupštine mogu se održati i putem konferencijske veze ili druge audio i video komunikacijske opreme.

8.7. Svaka odluka u okviru nadležnosti Skupštine Društva može se doneti i van sednice, pod uslovom da je potpisana od strane Člana Društva.

8.8. Sednicama Skupštine predsedava Predsednik Skupštine.

8.9. S obzirom da je društvo jednočlano, sve odluke donosiće jedini član u vršenju funkcije Skupštine društva samostalno.

8.10. Člana u svojstvu Skupštine Društva može da zastupa lice koje Član opunomoći pismenim punomoćjem.

Član 9. DIREKTOR

9.1. Društvo ima 2 (dva) direktora koje imenuje i razrešava Skupština Društva.

9.2. Direktori vode poslove Društva i zastupaju Društvo u unutrašnjem i u spoljnotrgovinskom prometu samostalno i uz ograničenja u zastupanju supotpisom drugog Direktora, sve u skladu sa ovlašćenjima koja su određena u ovom Osnivačkom aktu, Odluci o imenovanju i drugim odlukama Skupštine Društva.

9.3. Direktori obavljaju sve poslove koji nisu u nadležnosti Skupštine, a naročito su nadležni da obavljaju sledeće poslove:

<p>9.3.1. representing the Company and running its operations according to the law and this Founding Act;</p> <p>9.3.2. defining the proposals for the Company's business plan;</p> <p>9.3.3. convening the General Meeting and setting the agenda;</p> <p>9.3.4. implementing the Company's General Meeting decisions;</p> <p>9.3.5. concluding the loan or lease agreements, pledging the Company's property as means of collateral, issuing the bills of exchange and assuming the obligations from the bills of exchange, warranties or guaranties on behalf of the Company;</p> <p>9.3.6. passing the decisions and acts on establishment and cessation of an employment relationship and other decisions regarding the labour-legal status in the Company;</p> <p>9.3.7. keeping a record of all the decisions passed by the General Meeting, making it available to the Member for a review, and keeping a record of the Member;</p> <p>9.3.8. passing the job classification act and the employee handbook, signing the collective agreement/employee handbook, as well as proposing and passing the other general acts which are beyond the General Meeting's authority, according to the law;</p> <p>9.3.9. conducting all the other activities and deciding upon other matters, according to this Founding Act and the law.</p> <p>9.4. Directors are obliged to inform the Member without delay about the extraordinary circumstances that have taken place and might be significant for the Company's condition and operations. Also, Directors are obliged to submit regular reports to the Member which are required according to the recommendations and requests of the Company members.</p>	<p>9.3.1. zastupanje Društva i vođenje poslova Društva u skladu sa zakonom i ovim Osnivačkim aktom;</p> <p>9.3.2. utvrđivanje predloga poslovnog plana Društva;</p> <p>9.3.3. sazivanje sednica Skupštine Društva i utvrđivanje predloga dnevnog reda;</p> <p>9.3.4. sprovođenje odluka Skupštine Društva;</p> <p>9.3.5. zaključenje ugovora o kreditu ili zajmu, uspostavljanje obezbeđenja nad imovinom Društva, izdavanje menica i preuzimanje meničnih obaveza, garancija ili jemstava u ime Društva;</p> <p>9.3.6. donošenje odluka i akata o zasnivanju i prestanku radnog odnosa i ostale odluke o radno-pravnom statusu u Društvu;</p> <p>9.3.7. vođenje evidencije o svim donetim odlukama Skupštine, u koju Član može izvršiti uvid i vođenje evidencije o Članu;</p> <p>9.3.8. donošenje akta o sistematizaciji i pravilnika o radu, potpisivanje kolektivnog ugovora/pravilnika o radu, kao i predlaganje i donošenje drugih opštih akata koje po zakonu ne donosi Skupština;</p> <p>9.3.9. vršenje svih drugih poslova i odlučivanje o drugim pitanjima, u skladu sa ovim Osnivačkim aktom i zakonom.</p> <p>9.4. Direktori su dužni da bez odlaganja obaveste Člana o nastalim vanrednim okolnostima koje mogu biti od značaja za stanje ili poslovanje Društva. Takođe, Direktori su dužni da Članu Društva podnese redovne izveštaje potrebne u skladu sa preporukama i zahtevima Članova Društva.</p>
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Article 10
COMPANY REPRESENTATIVES AND THEIR
POWERS

10.1. The Company, beside Directors, may also have procurators, as well as the other representatives as needed, appointed and dismissed by the Company's General Meeting (Company Representatives). The Company Representatives shall be registered with the Business Registers Agency, according to the law which regulates the registration of businesses.

10.2. The Company's General Meeting may at any time dismiss the Director, as well as the other Company representative, with or without citing the reasons for such dismissal.

10.3. The power of attorney is a non-transferable business authorization by means of which the Company authorizes one or several natural persons to conclude the legal transactions and take other legal actions on its behalf and for its account.

10.4. The power of attorney is granted by the General Meeting to a person or number of persons, as an individual or group power of attorney. The procurator's powers may be limited by the Director's countersignature or the countersignature of other procurator (Mutual power of attorney). The General Meeting may recall the power of attorney at any time.

10.5. While signing the documents on behalf of the Company, the Company Representatives are required, apart from their signature, to state their position in the Company, whereby this position stating is not a formal condition of a signed document's validity.

10.6. The Company Representatives are obliged to comply with and act according to all the potential limitations and orders defined by the General Meeting's decision, power of attorney or the other appropriate general act of the Company, otherwise they shall be held liable for the damage they incur to

Član 10.
ZASTUPNICI DRUŠTVA I NJHOVA
OVLAŠĆENJA

10.1. Društvo, pored Direktora, može imati i prokuriste, kao i druge (ostale) zastupnike Društva ukoliko se za to ukaže potreba, a koje imenuje i razrešava Skupština Društva (Zastupnici Društva). Zastupnici Društva se registruju pred Agencijom za privredne registre u skladu sa zakonom kojim se uređuje registracija društava.

10.2. Skupština Društva može u bilo koje vreme razrešiti Direktora, kao i drugog zastupnika Društva, sa ili bez navođenja razloga za razrešenje.

10.3. Prokura je neprenosivo poslovno punomoćje kojim Društvo ovlašćuje jedno ili više fizičkih lica da u njegovo ime i za njegov račun zaključuju pravne poslove i preduzimaju druge pravne radnje.

10.4. Prokuru daje Skupština jednom licu ili većem broju lica kao pojedinačnu ili zajedničku, Ovlašćenja prokuriste mogu biti ograničena supotpisom Direktora ili supotpisom drugog prokuriste (zajednička prokura). Skupština može opozvati prokuru u bilo koje vreme.

10.5. Zastupnici Društva prilikom potpisivanja dokumenata u ime Društva su dužni da uz svoj potpis navedu svoju funkciju u Društvu, pri čemu ovo navođenje funkcije nije formalni uslov za validnost potpisanog dokumenta.

10.6. Zastupnici Društva dužni su da poštuju i postupaju u skladu sa svim eventualnim ograničenjima i nalogima utvrđenim odlukom Skupštine, punomoćjem ili drugim odgovarajućim opštim aktom Društva, a u suprotnom odgovaraju

<p>the Company by overstepping the limits of their authority.</p> <p>10.7. The Company Representatives are obliged to inform the Member in case of the existence of personal interest (or the interest of a party related to them in terms of Article 62 of the Law (Related party)) in a legal transaction that the Company is concluding, i.e., legal act which the Company is undertaking, for the purpose of getting its approval.</p> <p>10.8. The Company Representatives obliges as follows:</p> <p>10.8.1. not to use in its own interest, or the interest of its related parties, the Company's property nor the information gathered during the Company's operation, which are not available for the public;</p> <p>10.8.2. not to abuse its position in the Company in its own interest or the interest of its related parties;</p> <p>10.8.3. to keep the Company's professional secret, according to the law and appropriate act of the Company, for the period of 2 (two) years following the cessation of its engagement in the Company.</p> <p>10.9. A business secret means an information on business activity defined by a decision of the Company's body, disclosure of which to a third party could cause damage to the Company, as well as the data that has or might have an economic value due to not being generally known, nor easily available to the third parties who could gain an economic advantage by using or disclosing thereof and that is protected by the Company, by means of the appropriate measures in order to keep its confidentiality.</p> <p>10.10. Duty of keeping the Company's business secret from the Article 10.8. and 10.9. herein applies as well to the Company Member.</p> <p>10.11. The Director, Representative, procurator and the minority and majority Company Member, without the acquired approval in terms of the Article 66 of the Law, cannot have the following:</p>	<p>za štetu koju nanese Društvu prekoračenjem granica svojih ovlašćenja.</p> <p>10.7. Zastupnici Društva su dužni da o postojanju ličnog interesa (ili interesa sa njim povezanog lica u smislu člana 62. Zakona (povezano lice)) u pravnom poslu koji Društvo zaključuje, odnosno pravnoj radnji koju Društvo preduzima obaveste Člana radi pribavljanja odobrenja.</p> <p>10.8. Zastupnik Društva je dužan da:</p> <p>10.8.1. ne koristi u svom interesu ili u interesu svojih povezanih lica imovinu Društva niti informacije dobijene tokom poslovanja Društva, a koje inače nisu javno dostupne;</p> <p>10.8.2. ne zloupotrebi svoj položaj u Društvu u svom interesu ili u interesu svojih povezanih lica;</p> <p>10.8.3. čuva poslovnu tajnu Društva, u skladu sa zakonom i odgovarajućim aktom Društva, i to i 2 (dve) godine nakon prestanka angažovanja u Društvu.</p> <p>10.9. Poslovnom tajnom smatra se informacija o poslovanju određena odlukom organa Društva, čije bi saopštavanje trećem licu moglo naneti štetu Društvu, kao i podatak koji ima ili može imati ekonomsku vrednost zato što nije opšte poznat, niti je lako dostupan trećim licima koja bi njegovim korišćenjem ili saopštavanjem mogla ostvariti ekonomsku korist i koji je od strane Društva zaštićen odgovarajućim merama u cilju čuvanja njegove tajnosti.</p> <p>10.10. Dužnost čuvanja poslovne tajne Društva iz člana 10.8. i 10.9. se odnosi i na Člana Društva.</p> <p>10.11. Direktor, Zastupnik, prokurista i manjinski i većinski Član Društva ne može bez pribavljenog odobrenja u skladu sa članom 66. Zakona:</p>
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- 1) capacity of a person from the Article 61, paragraph 1, item 1) to 4) of the Law in other company having the same or similar business activity (hereinafter: Competitive Company);
- 2) be an entrepreneur having the same or similar business activity;
- 3) be employed in a competitive company;
- 4) be otherwise engaged in a competitive company;
- 5) be a member or a founder in another legal entity having the same or similar business activity.

10.12. This Founding Act hereby establishes and recognizes that a duty of complying with the non-compete clause from this Article shall also continue after the end of capacity from the Article 61, paragraph 1, item 1) to 4) of the Law, in a period of 2 (two) years following the end of such capacity.

Article 11 FINAL PROVISIONS

11.1. The Founders' signatures in the amendments to the Company's Founding Act shall not be certified.

11.2. The Company keeps the documents and acts according to the Law and general acts of the Company.

11.3. Provisions of the Law shall apply to anything not regulated by means of this Agreement.

11.4. This Founding Act is made in Serbian and executed in 3 (three) identical copies, 1 (one) of which is for the registration purposes, whereas the other two are reserved for the Member and the Company.

In Belgrade, on _____. (date).

Company Member acting as the General Meeting

On behalf of ACCENTURE HOLDINGS B.V.

- 1) imati svojstvo lica iz člana 61. stav 1. tač. 1) do 4) Zakona u drugom društvu koje ima isti ili sličan predmet poslovanja (u daljem tekstu: „konkurentsko društvo“);
- 2) biti preduzetnik koji ima isti ili sličan predmet poslovanja;
- 3) biti zaposlen u konkurentskom društvu;
- 4) biti na drugi način angažovan u konkurentskom društvu;
- 5) biti član ili osnivač u drugom pravnom licu koje ima isti ili sličan predmet poslovanja.

10.12. Ovim Osnivačkim aktom se uspostavlja i određuje da dužnost poštovanja zabrane konkurencije iz ovog člana će važiti i posle prestanka svojstva iz člana 61. Stav 1 tačka 1) do 4) Zakona u periodu od 2 (dve) godine od dana prestanka svojstva.

Član 11. ZAVRŠNE ODREDBE

11.1. Potpis Osnivača na izmenama Osnivačkog akta Društva ne overavaju se.

11.2. Društvo čuva dokumenta i akta u skladu sa Zakonom i opštim aktima Društva.

11.3. Na pitanja koja nisu regulisana ovim Ugovorom primenjuju se odredbe Zakona.

11.4. Ovaj Osnivački akt sačinjen je na srpskom jeziku u 3 (tri) istovetna primerka, od kojih je 1 (jedan) primerak za potrebe registracije, dok su preostali primerci za potrebe Člana i Društva.

U Beogradu, dana _____. godine.

Član Društva u funkciji skupštine Društva

Za ACCENTURE HOLDINGS B.V.

**SPISAK ZAPOSLENIH KOJI PRELAZE IZ DRUŠTVA PRENOSIOCA U DRUŠTVO
STICAOCA / LIST OF TRANSFERING EMPLOYEES FROM TRANSFERING COMPANY
TO ACQUIRING COMPANY**

Društvo prenosilac/Transferring company

Društvo sticalac/Acquiring company

Based on Article 50, paragraph 2 of the Rulebook on the Content of the Register of Business Entities and Documentation Required for Registration ("Official Gazette of the Republic of Serbia," No. 63/2023), **WorkAndCo L.L.C. Beograd**, St. Kneza Mihaila 39, Belgrade-Stari Grad, Company ID: 21275794, TAX ID: 109963157, in its capacity as the Transferring Company, hereby submits the following:

NOTICE

By this notice, the member of the Transferring Company, **WorkAndCo L.L.C. Beograd**, St. Kneza Mihaila N.o. 39, Belgrade-Stari Grad, Company ID: 21275794, TAX ID: 109963157, is informed of the time and place where access to the documents and acts of the Acquiring Company can be exercised, as follows:

- At the business premises of the Transferring Company, **WorkAndCo L.L.C. Beograd**, St. Kneza Mihaila N.o. 39, Belgrade-Stari Grad, Company ID: 21275794, TAX ID: 109963157, **every working day from 9 AM to 3 PM.**

Transferring Company

Na osnovu člana 50. stav 2. Pravilnika o sadržini registra privrednih subjekata i dokumentaciji potrebnoj za registraciju ("Sl. glasnik RS", br. 63/2023), **WorkAndCo d.o.o. Beograd**, ul. Kneza Mihaila 39, Beograd-Stari Grad, matični broj: 21275794, PIB: 109963157, u svojstvu Društva Prenosioca, dostavljamo sledeće:

OBAVEŠTENJE

Ovim putem, obaveštava se član Društva Prenosioca **WorkAndCo d.o.o. Beograd**, ul. Kneza Mihaila 39, Beograd-Stari Grad, matični broj: 21275794, PIB: 109963157, o vremenu i mestu gde se može izvršiti uvid u dokumente i akte Društva i to na sledeći način:

- U poslovnim prostorijama Društva Prenosioca **WorkAndCo d.o.o. Beograd**, koje se nalaze na adresi u ul. Kneza Mihaila 39, u Beogradu, **svakog radnog dana u periodu od 9 časova do 15 časova.**

Društvo Prenosilac
