

**UGOVOR
O POSLOVNOJ SARADNJI**

Zaključen dana 01. septembra 2023. godine,
između:

„TIBIEL“ EOOD, privrednog društva koje je osnovano i postoji u skladu sa zakonima Republike Bugarske, matični/registarski broj: 106588084, sa registrovanim sedištem na adresi ul. Bulevar Knyaz Alexandar Dondukov br. 29, Sofija, (u daljem tekstu: „TIBIEL“), koga zastupa direktor Dimitar Ivanov, državljanin Republike Bugarske,

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„TIBIEL S“ d.o.o. Beograd, privrednog društva koje je osnovano i postoji u skladu sa zakonima Republike Srbije, matični broj: 21926965, sa registrovanim sedištem na adresi Bulevar JNA br. 123V, 11222 Voždovac, (u daljem tekstu: „TIBIEL S“), koga zastupa direktor Nikolay Staykov Hadzhiyski, državljanin Republike Bugarske, broj pasoša: 385942119.

TIBIEL i TIBIEL S mogu u ovom Ugovoru da budu označeni zajedno i kao „Ugovorne strane“, ili pojedinačno kao „Ugovorna strana“.

Prethodno, Ugovorne strane konstatuju sledeće:

- (i) Razlog zaključenja ovog Ugovora je uspostavljanje kontinuirane poslovne saradnje između Ugovornih strana, u cilju definisanja poslovne strategije TIBIEL-a radi uspešnog i profitabilnog učešća na tržištu prirodnog gasa Republike Srbije.
- (ii) TIBIEL-u je potrebna poslovna podrška društva TIBIEL S preko aktivnosti koje će TIBIEL S da preduzima u Republici Srbiji, kako bi TIBIEL ostvarilo što bolje poslovne rezultate na tržištu Republike Srbije, i na drugim tržištima jugoistočne Evrope i centralne Evrope, u okviru kojih TIBIEL učestvuje kao snabdevač i trgovac prirodnim gasom, te poseduje odgovarajuće dozvole i licence, s tim u vezi.

**CONTRACT
ON BUSINESS COOPERATION**

Concluded on 1st September 2023, by and between:

“TIBIEL” EOOD, the company incorporated and existing under the laws of the Republic of Bulgaria, registration no: 106588084, with its legal address at str. Knyaz Alexandar Dondukov boulevard, 1000 Sofia, (hereinafter: “TIBIEL”), duly represented by its managing director Dimitar Ivanov, citizen of the Republic of Bulgaria,

AND

„TIBIEL S“ d.o.o. Beograd, the company incorporated and existing under the laws of the Republic of Serbia, registration no: 21926965, with its legal address at str. Bulevar JNA no. 11222, 11222 Voždovac (hereinafter: “TIBIEL S”), duly represented by its managing director Nikolay Staykov Hadzhiyski, citizen of the Republic of Bulgaria, passport no: 385942119.

TIBIEL and TIBIEL S can be also jointly referred to in this Contract as the “Contracting Parties”, or individually as the “Contracting Party”.

Firstly, the Contracting parties ascertain the following:

- (i) The reason for concluding this Contract is the establishment of continuous business cooperation between the Contracting Parties, aiming to define the business strategy of TIBIEL regarding successful and profitable participation at the natural gas market of the Republic of Serbia.
- (ii) TIBIEL needs the business support of TIBIEL S through the activities that TIBIEL as will perform in the Republic of Serbia, so that TIBIEL can upgrade its business results at the market of the Republic of Serbia, as well as in other markets of the Southeast Europe and Central Europe where TIBIEL participates as the supplier and trader of natural gas and holds respective permits and licenses in that regard.

- (iii) TIBIEL S je pokrenuo postupak dobijanja licence za snabdevanje prirodnim gasom u Republici Srbiji, pred Agencijom za energetiku Republike Srbije (AERS) i planira da bude aktivan i solventan učesnik na sprskom tržištu prirodnim gasom u saradnji sa TIBIEL-om.
- (iv) TIBIEL S, pored sprovođenja analize tržišta prirodnog gasa Republike Srbije, može da pruža i druge usluge TIBIEL-u u skladu sa ovim Ugovorom, kako bi TIBIEL bio što bolje upoznat sa tržištem Republike Srbije i razvio svoju poslovnu strategiju u oblasti trgovine prirodnim gasom.

1. Predmet ugovora

Predmet ovog Ugovora je uređenje međusobnih prava i obaveza Ugovornih strana, u pogledu njihove poslovne saradnje, kao i radi analize tržišta prirodnog gasa Republike Srbije i drugih aktivnosti, koje će da sprovede TIBIEL S, te pripremi odgovarajuće izveštaje s tim u vezi, i isporuči iste TIBIEL-u na način i u roku propisanim ovim Ugovorom.

2. Analiza tržišta prirodnog gasa Republike Srbije

TIBIEL S se obavezuje da:

- (i) sprovede analizu regulatornog okvira kojim se uređuje tržište prirodnog gasa u Republici Srbiji;
- (ii) upozna TIBIEL o učesnicima na tržištu prirodnog gasa i njihovim pravima i obavezama u skladu sa važećim propisima Republike Srbije koji uređuju oblast energetike, kao i njihovim aktivnostima i poslovnim i finansijskim kapacitetima;
- (iii) predstavi TIBIEL-u osnovne karakteristike transportnog sistema prirodnog gasa, distributivnog sistema

- (iii) TIBIEL S initiated the procedure for obtaining the license for supply of natural gas in the Republic of Serbia before the Serbian Energy Agency (AERS) and plans to be active and solvent participant at the Serbian market of natural gas in cooperation with TIBIEL.
- (iv) Beside conducting the analysis of natural gas market of the Republic of Serbia, TIBIEL S may provide other services to TIBIEL in accordance with this Contract, so TIBIEL can improve its knowledge on the Serbian market and to develop its business strategy in the field of natural gas trading.

1. Subject Matter of the Contract

Subject matter of this Contract is to define mutual rights and obligations of the Contracting Parties regarding their business cooperation and analysis of natural gas market of the Republic of Serbia, as well as the other activities that TIBIEL S will conduct, prepare respective reports in that regard, and deliver them to TIBIEL in accordance with terms defined in this Contract.

2. Analysis of natural gas market in the Republic of Serbia

TIBIEL S commits to:

- (i) perform analysis of the regulatory framework that governs natural gas market in the Republic of Serbia;
- (ii) inform TIBIEL who are participants on natural gas market, and what are their rights and obligations under the applicable regulations of the Republic of Serbia that govern energy sector, as well as with their activities and business and financial capabilities;
- (iii) present TIBIEL with basic characteristics of natural gas transportation system, natural gas

<p>prirodnog gasa i skladištenja prirodnog gasa;</p>	<p>distribution system and natural gas warehousing system;</p>
<p>(iv) ukaže TIBIEL-u na bitne aspekte trgovine prirodnim gasom na veliko i snabdevanja krajnjih kupaca prirodnim gasom;</p>	<p>(iv) indicate to TIBIEL relevant aspects on natural gas wholesale trading and natural gas supply of end-consumers, as well;</p>
<p>(v) izveštava TIBIEL o situaciji na tržištu prirodnog gasa Republike Srbije, naročito u pogledu: snabdevanja krajnjih kupaca; potreba i ponašanja krajnjih kupaca; elemenata koju utiču na formiranje tržišne cene prirodnog gasa; prosečnim količinama potrošnje prirodnog gasa u određenim periodima; prosečnim količinama prirodnog gasa koje su proizvedene u Republici Srbiji kao i o uvezenim, izvezenim i količinama za tranzit prirodnog gasa; sigurnosti snabdevanja prirodnim gasom; postojanja gasovoda; plana izgradnje energetskih objekata koji obezbeđuju sigurnost snabdevanja prirodnim gasom; kao i o drugim podacima od značaja za tržište prirodnog gasa Republike Srbije.</p>	<p>(v) report to TIBIEL about situation on natural gas market of the Republic of Serbia, particularly in regard to: supply of end-consumers, their needs and their behaviour; elements that impact on formation of natural gas market price; approximated quantities of natural gas consumption in certain periods, approximated quantities produced in the Republic of Serbia as well as about imported and exported quantities of natural gas and transited quantities of natural gas; security of natural gas supply; gas pipelines; plans for the construction of energy facilities which ensure the security of natural gas supply; as well as about other relevant data related to natural gas market of the Republic of Serbia.</p>
<p>(vi) predstavi TIBIEL-u položaj Republike Srbije na tržištu prirodnog gasa jugoistočne Evrope;</p>	<p>(vi) present to TIBIEL status of the Republic of Serbia at the natural gas market in the Southeast Europe.</p>
<p>(vii) identifikuje i ukaže TIBIEL-u na rizike u poslovanju na tržištu prirodnog gasa Republike Srbije;</p>	<p>(vii) indicate to TIBIEL business risks at the natural gas market of the Republic of Serbia;</p>
<p>(viii) sprovede opštu analizu poslovanja i ulogu operatora transportnog sistema prirodnog gasa Republike Srbije, kao i operatora distributivnog sistema prirodnog gasa, i javnog snabdevača prirodnog gasa u Republici Srbiji.</p>	<p>(viii) perform general analysis of business operations of transmission system operator of natural gas in the Republic of Serbia, distribution system operator of natural gas, and public supplier of natural gas in the Republic of Serbia.</p>
<p>(ix) preduzme druge neophodne aktivnosti u vezi sa analizom tržišta prirodnog gasa u Republici Srbiji, u skladu sa dogovorom Ugovornih strana, i potrebama TIBIEL S.</p>	<p>(ix) other necessary activities regarding analysis of natural gas market in the Republic of Serbia in accordance with the agreement between the Contracting parties and needs of TIBIEL S.</p>

3. Druge usluge

Pored usluge iz člana 2. ovog Ugovora, TIBIEL S će TIBIEL-u da pruža i druge neophodne usluge koje su potrebne TIBIEL-u, kao što su usluge operativne i poslovne podrške na teritoriji Republike Srbije, koje obuhvataju sledeće aktivnosti:

- (i) Komunikacija sa relevantnim učesnicima na tržištu prirodnog gasa Republike Srbije (državni organi, operatori, snabdevači, krajnji kupci, i sl.);
- (ii) Komunikacija sa pružaocima usluga u Republici Srbiji (advokati, računovođe, revizori, i sl.), te njihovo angažovanje ukoliko to potrebe TIBIEL-a budu zahtevale;
- (iii) Komunikacija i pregovori sa srpskim poslovnim bankama i poslovnim partnerima TIBIEL-a u Republici Srbiji;
- (iv) Analiza opšteg poslovnog ambijenta u Republici Srbiji;
- (v) Davanje instrukcija i savetovanje u pogledu razvoja i definisanja poslovne strategije TIBIEL-a, u vezi sa učešćem na tržištu prirodnog gasa Republike Srbije.
- (vi) Izveštavanje o svim relevantnim promenama i događajima na tržištu prirodnog gasa u Republici Srbiji.
- (vii) Druge neophodne aktivnosti u skladu sa dogovorom Ugovornih strana i potrebama TIBIEL-a.

3. Other services

In addition to the service from the Article 2 of this Contract, TIBIEL S will render to TIBIEL other necessary services that TIBIEL needs, such as services of operational and business support at the territory of the Republic of Serbia, which include the following activities:

- (i) Communication with relevant market participants at the natural gas market of the Republic of Serbia (state bodies, operators, suppliers, end-consumers, etc);
- (ii) Communication with the service providers in the Republic of Serbia (attorneys, accountants, auditors, etc.), and their engagement as per TIBIEL's needs;
- (iii) Communication and negotiations with the Serbian commercial banks and business partners of TIBIEL in the Republic of Serbia;
- (iv) Analysis of the general business environment in the Republic of Serbia;
- (v) Giving the instructions and advising regarding development and defining of the business strategy of TIBIEL, in relation with participation at the natural gas market of the Republic of Serbia;
- (vi) Reporting on all relevant changes and events at the natural gas market of the Republic of Serbia;
- (vii) Other necessary activities in accordance with the agreement between the Contracting parties and needs of TIBIEL.

4. Izveštavanje

- 4.1.** TIBIEL S će svoje obaveze iz ovog ugovora izvršavati savesno po svom najboljem znanju i umeću.
- 4.2.** TIBIEL S će u pisanoj formi da pripremi periodične izveštaje o preduzetim aktivnostima iz članova 2. i 3. ovog Ugovora, i dostavljaće ih TIBIEL-u, u skladu sa zahtevom TIBIEL-a, a najkasnije u roku od sedam (7) dana od poslednjeg dana u mesecu na koji se odnosi predmetni izveštaj.
- 4.3.** Takođe, TIBIEL S će u pisanoj formi da pripremi sveobuhvatni izveštaj o sprovedenoj analizi tržišta prirodnog gasa Republike Srbije u skladu sa članom 2. ovog Ugovora, i da isti isporuči TIBIEL-u najkasnije do isteka perioda od šest (6) meseci od dana zaključenja ovog Ugovora, u skladu sa zahtevom TIBIEL-a.

5. Trgovina prirodnim gasom

- 5.1.** TIBIEL će da učestvuje na tržištu prirodnog gasa Republike Srbije i da trguje prirodnim gasom direktno ili posredstvom društva TIBIEL S kao posrednika, nakon što TIBIEL S dobije licencu za snabdevanje prirodnim gasom u Republici Srbiji.
- 5.2.** TIBIEL S može nezavisno i samostalno da trguje prirodnim gasom na tržištu Republike Srbije.
- 5.3.** Nakon što TIBIEL S pribavi licencu za snabdevanje prirodnim gasom u Republici Srbiji i jasnog definisanja poslovne strategije Ugovornih strana, TIBIEL S i TIBIEL će da zaključe poseban ugovor kojim će da se definišu njihova prava i obaveza u vezi sa kupovinom, prodajom i tranzitom prirodnog gasa na tržištu Republike Srbije, kao i na drugim tržištima Jugoistočne i Centralne Evrope.

4. Reporting

- 4.1.** TIBIEL S will perform its duties from this Contract diligently, with its best knowledge and capacities.
- 4.2.** TIBIEL S will prepare in written form monthly reports which will include the performed activities from the Articles 2 and 3 of this Contract, and deliver them to TIBIEL, as per TIBIEL's request, and no later than seven (7) days from the last day of the month to which the subject report refers.
- 4.3.** Also, TIBIEL S will prepare comprehensive report in written form on conducted analysis on natural gas market of the Republic of Serbia in accordance with the paragraph 2. of this Article, and will deliver it to TIBIEL, within six (6) months period at the latest, starting from a day of conclusion of this Contract, as per TIBIEL's request.

5. Natural gas trading

- 5.1.** TIBIEL will participate at the natural gas market in the Republic of Serbia and perform natural gas trading either directly or indirectly through the company TIBIEL S as the intermediary trader, upon TIBIEL S obtains the license for supply of natural gas in the Republic of Serbia.
- 5.2.** TIBIEL S can independently and individually to perform natural gas trading at the market of the Republic of Serbia.
- 5.3.** Upon TIBIEL S obtains the license for supply of natural gas in the Republic of Serbia and precise defining of the business strategy of the Contracting Parties, TIBIEL S and TIBIEL will conclude the specific contract by which they will define their mutual rights and obligations regarding purchase, sale and transit of natural gas at the Serbian market, as well as at the other markets of the Southeastern and Central Europe.

6. Naknada

- 6.1. Naknada za usluge koje će TIBIEL S da pruži TIBIEL-u u skladu sa ovim Ugovorom je fiksna i iznosi **5.000 evra mesečno**, bez umanjenja za bilo kakav porez, kao što je PDV, porez po odbitku, itd., i bez dodatnih troškova.
- 6.2. TIBIEL S će za pružene usluge u skladu sa ovim Ugovorom da izdaje TIBIEL-u periodične mesečne račune, a iznos naknade iz člana 6.1. ovog Ugovora, TIBIEL će da plati TIBIEL S-u prema instrukcijama iz predmetnog računa.
- 6.3. Ukoliko TIBIEL bude odlučio da trguje prirodnim gasom preko društva TIBIEL S, Ugovorne strane će da zaključe poseban ugovor s tim u vezi, i tim ugovorom mogu da predvide način uračunavanja naknade koju je TIBIEL platio TIBIEL S-u skladu sa ovim Ugovorom u naknadu na ime provizije na koju će imati pravo TIBIEL S, kao trgovac-posrednik, u okviru transakcija za kupovinu ili prodaju prirodnog gasa u Republici Srbiji ili inostranstvu.

7. Trajanje ugovora i raskid

- 7.1. Ovaj Ugovor je zaključen na određeno vreme u trajanju od šest (6) meseci počev od dana zaključenja ovog Ugovora. Ukoliko Ugovorne strane budu želele da nastave poslovnu saradnju, zaključiće u pisanom obliku novi ugovor s tim u vezi, ili aneks ovog ugovora.
- 7.2. Bilo kakve izmene ili dopune ovog Ugovora mogu da se vrše samo u pisanom obliku, i iste potpisuju ovlašćeni predstavnici Ugovornih strana.
- 7.3. Ugovorne strane mogu sporazumno da raskinu ovaj Ugovor u toku njegovog trajanja i tom prilikom da odrede uslove raskida. Jednostrani raskid ovog Ugovora je

6. Remuneration

- 6.1. Remuneration for services which TIBIEL S will provide to TIBIEL in accordance with this Contract, will be payable in the **fixed monthly amount of EUR 5,000**, without deduction for any taxes such as VAT, withholding tax, etc., and reimbursable costs.
- 6.2. TIBIEL S will issue to TIBIEL invoice for rendered services in accordance with this Contract, and TIBIEL will pay to TIBIEL S remuneration defined in the Article 6.1. of this Contract in accordance with instructions indicated at this invoice.
- 6.3. If TIBIEL decides to perform natural gas trading through the company TIBIEL S, the Contracting Parties will conclude a specific contract in that regard, and based on such contract, the Contracting parties may define to include the remuneration which TIBIEL paid to TIBIEL S in accordance with this Contract in the fee for intermediary trading services which TIBIEL S is entitled to charge as an intermediary trader, within the transactions related to the purchase or sale of natural gas in the Republic of Serbia or abroad.

7. Contract Term and Termination

- 7.1. This Contract is concluded for definite period of six (6) months, starting from the conclusion of this Contract. Should the Contracting Parties desire to continue their business cooperation, they will express this by concluding new contract in written form, or an annex to this Contract.
- 7.2. Any amendments to this Contract can be done only in written form, and have to be signed by authorised representatives of the Contracting Parties.
- 7.3. The Contracting Parties can consensually terminate this Contract during its duration, under terms mutually agreed for that purpose. Unilateral termination of this

dozvoljen samo u slučaju grubog kršenja odredbi ovog Ugovora, ukoliko Ugovorna strana koja je za to odgovorna ne otkloni u razumnom roku nedostatke koji su doveli do grubog kršenja ovog Ugovora, nakon prijem pisanog upozorenja druge Ugovorne strane.

Contract is permitted only in the event of a material breach of the provisions of this Contract, if the Contracting Party who caused such breaches does not remove them within a reasonable time frame, after receiving written notice of the other Contracting Party.

7.4. U slučaju raskid ovog Ugovora, Ugovorne strane su dužne da ispune sve svoje ugovorne obaveze nastale do momenta raskida Ugovora.

7.4. In the event of termination of this Contract, the Contracting Parties will settle all their pending obligations arisen until the date of termination.

8. Merodavno pravo i nadležan sud

8. Governing Law and Competent Court

8.1. Za tumačenje ovog Ugovora i odnose između Ugovornih strana isključivo se primenjuje pravo Republike Srbije.

8.1. Interpretation of this Contract and the relationship between the Contracting Parties will be governed exclusively by the laws of the Republic of Serbia.

8.2. Sve sporove koji mogu da nastanu u vezi sa ovim Ugovorom, Ugovorne strane će pokušati da razreše sporazumno, a ukoliko u tome ne uspeju, nadležan sud za rešavanje spora će biti sud u Beogradu, Republika Srbija.

8.2. The Contracting Parties will try to resolve amicably any disputes that may arise in connection with this Contract, and if they fail, they will bring the dispute before the competent Court in Belgrade, the Republic of Serbia.

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Ovaj Ugovor su zajednički sačinile Ugovorne strane, i zaključile ga kao izraz njihove slobodne volje, bez prinude ili nedozvoljenog uticaja. Ovaj Ugovor može da bude zaključen u bilo kom broju primeraka, od kojih će se svaki smatrati originalom, ali koji svi zajedno čine jedan isti Ugovor.

This Contract is deemed to have been made jointly by the Contracting Parties and entered into upon their own free will, without coercion or undue influence. This Contract may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same Contract.



„TIBIEL“ EOOD

Dimitar Ivanov
Direktor / managing director

„TIBIEL S“ d.o.o. Beograd

Nikolay Staykov Hadzhiski
Direktor / managing director



