

Na osnovu člana 20, 25, 29, 31, 32, 33 i 36 Zakona o radu ("Službeni list CG", br. 74/19, 008/21, 051/21, 068/21 i 145/21) (u daljem tekstu »Zakon«), Opšteg kolektivnog ugovora ("Sl. list CG", br. 40/18, 37/19, 074/19, 021/21 i 150/22) (u daljem tekstu »OKU«) ugovorne strane:

1. »TPA AUDIT TAX & ACCOUNTING DOO« Podgorica, Bulevar Sv. Petra Cetinjskog 120 (u daljem tekstu: »Poslodavac« ili »Društvo«), i
2. Uroš Ivović, JMBG: 2207991212966, sa prebivalištem u Podgorici, ulica Josipa Broza 43, (u daljem tekstu: »Zaposleni«)

zaključuju dana 1. aprila 2025. godine u Podgorici

UGOVOR O RADU

1. OPŠTE ODREDBE

1.1. Opis posla

Poslodavac zasniva radni odnos sa Zaposlenim za obavljanje poslova na radnom mjestu izvršni direktor Društva, sa sledećim opisom posla:

- Zastupa i predstavlja Društvo;
- Organizuje i vodi poslovanje Društva;
- Predlaže akte koje donosi odbor direktora i odgovoran je za sprovođenje odluka i drugih akata odbora direktora;
- Priprema predlog godišnjeg programa rada, finansijskog plana i godišnjeg finansijskog izveštaja Društva;
- Podnosi izveštaj o realizaciji godišnjeg programa rada i finansijskog plana Društva;
- Učestvuje u utvrđivanju kriterijuma za korišćenje sredstava i raspodelu dobiti;
- Zaključuje ugovore u ime Društva

U vezi izvršavanja poslova utvrđenih u skladu sa ovim Ugovorom, Zaposleni je u obavezi da:

- postupa sa pažnjom dobrog privrednika i da poslovima upravlja profesionalno i u skladu sa najvišim standardima;
- da se u potpunosti pridržava odredbi važećih zakona, standarda, propisa i unutrašnjih akata Poslodavca, kao i poslovne politike i naloga Poslodavca.

Zaposleni i Poslodavac prihvataju sva prava, obaveze i odgovornosti utvrđene Zakonom, OKU, drugim važećim propisima i ovim Ugovorom.

On the basis of Articles 20, 25, 29, 31, 32, 33 and 36 of the Labor Law ("Official Gazette of Montenegro", No. 74/19, 008/21, 051/21, 068/21 and 145/21) (hereinafter referred to as "the Law"), the General Collective Agreement ("Official Gazette of Montenegro", No. 40/18, 37/19, 074/19, 021/21 and 150/22) (hereinafter »GCA«) of the contracting parties:

1. »TPA AUDIT TAX & ACCOUNTING DOO« Podgorica, Bulevar Sv. Petra Cetinjskog 120 (hereinafter: "Employer" or "the Company"), and,
2. Uroš Ivović, ID no: 2207991212966, with residence in Podgorica, Josipa Broza Street 43, (hereinafter: "Employee")

concluded on April 1, 2025, in Podgorica

EMPLOYMENT CONTRACT

1. GENERAL PROVISIONS

1.1. Job description

The Employer establishes a working relationship with the Employee for the performance of duties at the position of Executive Director of the Company, with the following job description:

- Represents and acts on behalf of the Company
- Organizes and manages the Company's operations
- Proposes acts adopted by the board of directors and is responsible for implementing decisions and other acts of the board of directors
- Prepares proposals for the annual work program, financial plan and annual financial report of the Company
- Submits a report on the implementation of the annual work program and financial plan of the Company
- Participates in determining the criteria for the use of funds and the distribution of profits
- Concludes contracts on behalf of the Company

In connection with the performance of duties defined under this Agreement, the Employee is obliged to:

- act with the diligence of a prudent businessman and manage tasks professionally and in accordance with the highest standards;
- fully comply with the provisions of applicable laws, standards, regulations, and the Employer's internal acts, as well as the Employer's business policies and instructions.

The Employee and the Employer accept all rights, obligations and responsibilities established by the Law, GCA, other valid regulations and this Agreement.

1.2. Trajanje radnog odnosa i datum stupanja na rad

Zaposleni zasniva radni odnos na neodređeno vrijeme počev od 1. aprila 2025. godine.

Zaposleni se raspoređuje na radno mjesto izvršnog direktora na koje stupa na rad danom upisa imenovanja u Centralni registar privrednih subjekata, tj. počev od 1. aprila 2025. godine i to na mandatni period od četiri godine počev od 01. aprila 2025. godine do 31. marta 2029.

Zaposleni ima pravo da se nakon isteka mandatnog perioda izvršnog direktora ukoliko ne bude ponovo imenovan i/ili ukoliko bude razriješen prije isteka mandata, bez obzira na razlog, vrati na radno mjesto menadžera u reviziji koje je obavljao na dan zaključenja ovog ugovora, i to na neodređeno vrijeme.

1.3. Mjesto zaposlenja

Zaposleni će obavljati poslove u prostorijama Poslodavca u Podgorici. Na razuman zahtjev Poslodavca, Zaposleni je dužan da radi i na drugim lokacijama Poslodavca, ili lokacijama povezanih lica ili klijenata. Zavisno od radnog mjesta, od Zaposlenog se može zahtijevati da putuje u inostranstvo.

1.4. Radno vrijeme

Zaposleni zasniva radni odnos sa punim radnim vremenom od 8 časova dnevno i 40 časova nedjeljno ukupno. S obzirom na prirodu djelatnosti Poslodavca kao i potrebe da se ispoštuju potrebe posla, Zaposleni je dužan da radi duže od punog radnog vremena kada je neophodno u određenom roku završiti iznenada povećani obim posla. Prekovremeni rad ne može trajati duže od 10 časova nedjeljno.

1.5. Socijalno osiguranje

Poslodavac se obavezuje da odmah po stupanju Zaposlenog na rad podnese propisane prijave na obavezno socijalno osiguranje i blagovremeno uplaćuje doprinos za penzijsko, invalidsko i zdravstveno osiguranje i osiguranje za slučaj nezaposlenosti.

1.6. Bezbjednost i zdravlje na radu

Poslodavac je obavezan da organizuje rad na takav način da bezbjednost i zdravlje Zaposlenog budu zaštićeni u skladu sa Zakonom i drugim propisima, a Zaposleni je u obavezi da poštuje sve propise u pogledu bezbjednosti i zdravlja na radu i da se pridržava propisanih mjera zaštite na radu.

1.2. Duration of employment and date of employment

The employee establishes an employment relationship for an indefinite period starting on April 1, 2025.

The employee is assigned to the position of executive director, which he starts working on the day of registration of the appointment in the Central Register of Business Entities, i.e. starting from April 1, 2025, for a mandate period of four years starting from April 1, 2025 to March 31, 2029.

The employee has the right, after the expiration of the term of office of the executive director, if he is not reappointed and/or if he is dismissed before the expiration of the mandate, regardless of the reason, to return to the position of audit manager that he held on the day of the conclusion of this contract, for an indefinite period of time.

1.3. Place of employment

Employee will perform his duties at the Employer's office in Podgorica. At the reasonable request of the Employer, the Employee is obliged to work at other locations of the Employer, or locations of related parties or clients. Depending on the position, the Employee may be required to travel abroad.

1.4. Working hours

The employee establishes a full-time employment relationship of 8 hours a day and 40 hours a week in total. Considering the nature of the Employer's activity as well as the need to comply with the needs of the job, the Employee is obliged to work longer than full-time when it is necessary to complete a suddenly increased volume of work within a certain period. Overtime cannot last longer than 10 hours per week.

1.5. Social security

The Employer undertakes to submit prescribed applications for compulsory social insurance immediately after the Employee starts work and to pay contributions for pension, disability and health insurance and unemployment insurance in a timely manner.

1.6. Safety and health at work

The Employer is obliged to organize work in such a way that the safety and health of the Employee are protected in accordance with the Law and other regulations, and the Employee is obliged to comply with all regulations regarding safety and health at work and to comply with the prescribed safety measures at work.

2. NAKNADE I ODSUSTVA

2.1 Odmori

Zaposleni ima pravo na odmor u toku dnevnog rada, dnevni, nedjeljni i godišnji odmor.

Odmor u toku dnevnog rada - Zaposleni ima pravo na odmor u toku rada u trajanju od 30 minuta koji se organizuje na način da se rad ne prekida i koji se ne može koristiti na početku i na kraju radnog vremena.

Dnevni odmor – Zaposleni ima pravo na odmor između dva uzastopna radna dana u trajanju od najmanje 12 časova neprekidno.

Sedmični odmor – Zaposleni ima pravo na sedmični odmor u trajanju od najmanje 48 časa neprekidno.

Godišnji odmor – U svakoj kalendarskoj godini Zaposleni ima pravo na godišnji odmor, u trajanju od 20 radnih dana po kalendarskoj godini i na uvećanje godišnjeg odmora:

a) prema dužini radnog staža:

- od 5 do 15 godina - jedan radni dan;
- od 15 do 25 godina - dva radna dana;
- od 25 do 35 godina - tri radna dana;
- preko 35 godina - pet radnih dana;

b) prema zdravstvenom stanju:

- licu sa invaliditetom - tri radna dana;
- roditelju djeteta koje ima smetnje u razvoju - tri radna dana;

c) samohranom roditelju djeteta do 15 godina života - dva radna dana.

Zaposleni ima pravo na 1/12 godišnjeg odmora za svaki navršeni mjesec dana rada kod Poslodavca ako u toj kalendarskoj godini zasniva radni odnos kod Poslodavca.

Godišnji odmor se može koristiti u dva dijela. Ako Zaposleni koristi godišnji odmor u dva dijela, prvi dio koristi u trajanju od najmanje 10 radnih dana neprekidno u toku kalendarske godine, a drugi dio najkasnije do 30. juna naredne godine.

U zavisnosti od potreba procesa rada Poslodavac, na osnovu plana korišćenja godišnjih odmora, odlučuje o vremenu korišćenja godišnjeg odmora, uz prethodnu konsultaciju sa Zaposlenim.

Poslodavac je dužan da rešenje o korišćenju godišnjeg odmora dostavi Zaposlenom najkasnije 30 dana prije datuma određenog za početak korišćenja godišnjeg odmora. Izuzetno, rešenje o korišćenju godišnjeg odmora

2. REMUNERATION AND LEAVES

2.1 Holidays

An employee has the right to rest during daily work, daily, weekly and annual leave.

Rest during daily work – The employee has the right to a 30-minute rest during work, which is organized in such a way that work is not interrupted and which cannot be used at the beginning or end of working hours.

Daily rest – An employee has the right to rest between two consecutive working days lasting at least 12 hours continuously.

Weekly vacation – An employee has the right to a weekly vacation lasting at least 48 continuous hours.

Annual leave – In each calendar year, the Employee has the right to annual leave, for the duration of 20 working days per calendar year and to increase the annual leave:

a) according to length of work experience:

- from 5 to 15 years – one working day;
- from 15 to 25 years – two working days;
- from 25 to 35 years – three working days;
- over 35 years – five working days;

b) according to the state of health

- a person with a disability – three working days;
- to the parent of a child with developmental disabilities – three working days;;

c) to a single parent of a child up to 15 years of age – two working days.

An employee has the right to 1/12 of annual leave for each completed month of work for the Employer if he/she establishes an employment relationship with the Employer in that calendar year.

Annual leave can be used in two parts. If the Employee uses annual leave in two parts, the first part is used for a duration of at least 10 working days continuously during the calendar year, and the second part no later than June 30 of the following year.

Depending on the needs of the work process, the Employer, based on the vacation plan, decides on the time of vacation, with prior consultation with the Employee.

The employer is obliged to deliver the decision on the use of annual leave to the Employee no later than 30 days before the date set for the start of annual leave use. Exceptionally, the decision on the use of annual leave can be delivered to the

može se dostaviti Zaposlenom i u kraćem roku, ako se sa tim saglase Poslodavac i Zaposleni.

Poslodavac može da izmijeni vrijeme određeno za korišćenje godišnjeg odmora ako to zahtijevaju potrebe procesa rada, najkasnije pet radnih dana prije dana određenog za korišćenje godišnjeg odmora, uz saglasnost Zaposlenog. Izuzetno, u slučaju više sile saglasnost Zaposlenog nije potrebna.

Pravo na godišnji odmor ne može da se zamijeni novčanom naknadom, osim u slučaju prestanka radnog odnosa.

2.2. Plaćeno odsustvo

Zaposleni ima pravo da odsustvuje sa rada, uz naknadu zarade (plaćeno odsustvo), tokom jedne kalendarske godine ukupno najviše do 7 radnih dana, na osnovu podnijetog zahtjeva, u slučajevima:

- sklapanja braka – 5 radnih dana;
- rođenja djeteta – 3 radna dana;
- njege djeteta koje ima smetnje u razvoju – 3 radna dana;
- otklanjanja posljedica u domaćinstvu prouzrokovanih elementarnim nepogodama – tri radna dana;
- učestvovanja u sindikalnim, kulturnim, sportskim ili drugim javnim manifestacijama od nacionalnog i međunarodnog značaja – do 2 radna dana;
- korišćenja prevencije radne invalidnosti i rekreativnog odmora, u smislu člana 60 OKU – do 5 radnih dana;
- selidbe sopstvenog domaćinstva na području istog naseljenog mjesta – do 1 radni dan, a iz jednog u drugo naseljeno mjesto – do 3 radna dana;
- dobrovoljnog davanja krvi – jedan radni dan;
- dobrovoljnog davanja tkiva i organa – prema ljekarskoj dokumentaciji;
- polaganja stručnog ispita – do 5 radnih dana.

Dužina plaćenog odsustva, u svakom konkretnom slučaju, utvrđuje se pojedinačnim aktom Poslodavca.

Nezavisno od prava na odsustvo iz prvog stava ovog člana Zaposleni ima pravo na plaćeno odsustvo i u sledećim slučajevima:

- zbog smrti člana uže porodice – 7 radnih dana. Članovima uže porodice u smislu ove tačke smatraju se braćni drug, djeca (braćna, vanbraćna, usvojena i pastorčad), roditelji, braća i sestre, usvojilac ili staratelj;
- smrti srodnika, izvan uže porodice, zaključno sa trećim stepenom krvnog srodstva, odnosno

Employee in a shorter period of time, if the Employer and the Employee agree.

The employer can change the time set for the use of annual leave if the needs of the work process require it, no later than five working days before the day set for the use of annual leave, with the consent of the Employee. Exceptionally, in case of force majeure, the consent of the Employee is not required.

The right to annual leave cannot be replaced by monetary compensation, except in the case of termination of employment.

2.2. Paid leave

An employee has the right to be absent from work, with compensation (paid leave), during one calendar year for a total of up to 7 working days, based on the submitted request, in the following cases:

- marriage – 5 working days;
- birth of a child – 3 working days;
- care of a child with developmental disabilities – 3 working days;
- elimination of consequences in the household caused by natural disasters – 3 working days;
- participation in trade union, cultural, sports or other public manifestations of national and international importance – up to 2 working days;
- use of work disability prevention and recreational vacation, in the sense of Article 60 GCA – up to 5 working days;
- moving one's own household within the territory of the same inhabited place – up to 1 working day, and from one inhabited place to another - up to 3 working days;
- voluntary blood donation – one working day;;
- voluntary tissue and organ donation – according to medical records;
- taking a professional exam – up to 5 working days.

The length of paid leave, in each specific case, is determined by an individual act of the Employer.

Regardless of the right to leave from the first paragraph of this article, the Employee has the right to paid leave in the following cases:

- due to the death of a close family member - 7 working days. In the sense of this point, the members of the immediate family are considered to be the spouse, children (marital, non-marital, adopted and stepchildren), parents, brothers and sisters, adoptive parents or guardians;
- death of a relative, outside the immediate family, up to and including the third degree of blood relationship, that

sa drugim stepenom tazbinskog srodstva – 1 (jedan) radni dan;

- teške bolesti člana uže porodice – 7 radnih dana;
- otklanjanja štetnih posljedica u domaćinstvu prouzrokovanih elementarnim nepogodama – do 3 radna dana;
- za dane državnih i vjerskih praznika – u skladu sa posebnim zakonom,

is, with the second degree of in-law relationship - 1 (one) working day;

- serious illness of a member of the immediate family - 7 working days;
- elimination of harmful consequences in the household caused by natural disasters - up to 3 working days;
- for national and religious holidays – in accordance with a special law,,

Plaćeno odsustvo se može koristiti u vrijeme kada se predviđeni slučaj dogodio.

Paid leave can be used at the time when the foreseen event occurred.

Zaposleni podnosi dokaz o razlogu odsutnosti, osim ako je razlog te odsutnosti opšte poznat.

The employee submits proof of the reason for the absence unless the reason for the absence is generally known.

2.3. Neplaćeno odsustvo

2.3. Unpaid leave

Zaposleni ima pravo na neplaćeno odsustvo sa rada, u slučajevima i na način predviđenim Zakonom, OKU i na osnovu posebne odluke Poslodavca.

The employee is entitled to unpaid leave from work, in cases and in the manner provided for by the Law, the GCA and based on a special decision of the Employer.

2.4. Zarada

2.4. Salary

Zaradu Zaposlenog čine startna zarada, osnovna zarada i uvećana zarada.

The employee's earnings consist of starting salary, basic salary and increased salary.

Startni dio zarade iznosi EUR 63 i čini je topli obrok i 1/12 regresa za korišćenje godišnjeg odmora.

The starting salary is EUR 63 and consists of a hot meal and 1/12 of the annual leave allowance.

Bruto mjesečna zarada Zaposlenog za puno radno vrijeme (40 časova nedeljno) i standardni učinak će biti plaćena u bruto iznosu od EUR [REDACTED] za vrijeme od 1. aprila 2025. godine do 30. juna 2025. godine i u bruto iznosu od EUR [REDACTED] u vremenu od 1. jula do 31. decembra 2025. godine. Nakon 31. decembra 2025. godine poslodavac će izvršiti evaluaciju poslovanja izvršnog direktora na bazi promjene u portfelju klijenata na dan preuzimanja dužnosti (tj. na dan 1. aprila 2025. godine) i na dan evaluacije (31. decembar 2025. godine). Ukoliko portfelj klijenata bude održan na istom nivou ili uvećan u odnosu na portfelj klijenata na dan stupanja na dužnost, zarada zaposlenog se dogovara u bruto iznosu od EUR [REDACTED]. Ukoliko portfelj klijenata na dan 31. decembra 2025. godine bude umanjen, bruto zarada zaposlenog će iznositi EUR [REDACTED].

The gross monthly salary of the Employee for full-time work (40 hours per week) and standard performance will be paid in the gross amount of EUR [REDACTED] for the period from April 1, 2025, to June 30, 2025 and in the gross amount of EUR [REDACTED] for the period from July 1 to December 31, 2025. After December 31, 2025, the employer will perform an evaluation of the executive director's performance based on the change in the client portfolio on the day of assuming office (i.e. on April 1, 2025) and on the day of evaluation (December 31, 2025). If the portfolio of clients is maintained at the same level or increased compared to the portfolio of clients on the day of taking office, the salary of the employee is agreed upon in the gross amount of EUR [REDACTED]. If the portfolio of clients on December 31, 2025 is reduced, the gross salary of the employee will amount to EUR [REDACTED].

U bruto iznos zarade je uključena startna zarada, osnovna zarada i minuli rad.

The gross salary includes starting salary, basic salary, and past work.

Zaposleni ima pravo i na uvećanu zaradu u slučaju prekovremenog rada, noćnog rada, rada na dan vjerskog ili državnog praznika koji su zakonom utvrđeni kao neradni dani, kao i za svaku započetu godinu radnog staža (minuli rad) u skladu sa Zakonom i OKU.

The employee is also entitled to increased earnings in case of overtime work, night work, work on a religious or national holiday, which are defined by law as non-working days, as well as for each year of work experience (past work) in accordance with the Law and GCA.

Poslodavac se obavezuje da Zaposlenom isplati zaradu najkasnije do petog dana u mjesecu za prethodni mjesec.

The Employer undertakes to pay the Employee's earnings no later than the fifth day of the month for the previous month.

Zarada Zaposlenog smatra se poslovnim tajnom Poslodavca i saopštavanje iste od strane Zaposlenog trećim licima, predstavlja povredu radne obaveze zbog koje se Zaposlenom može izreći mjera – prestanak radnog odnosa.

2.5. Naknada zarade i druga primanja

Zaposleni ima pravo na druga primanja i naknade propisane Zakonom, odnosno OKU kao obavezne.

3. OBAVEZE ZAPOSLENOG

3.1. Podaci o ličnosti

Zaposleni je saglasan da Poslodavac prikuplja, obrađuje i koristi u poslovne svrhe lične podatke Zaposlenog pribavljene tokom zaposlenja i prilikom postupka zapošljavanja, a koje korišćenje može uključivati i prenos ovih podataka izvan teritorije Crne Gore.

Zaposleni je u obavezi da se pridržava i izvršava obaveze naznačene u ovom Ugovoru, Zakonu o radu, svim drugim važećim zakona, kao i da se pridržava standarda, propisa i unutrašnjih akata Poslodavca, poslovne politike, procedura Poslodavca za upravljanje rizicima i ostalih globalnih i lokalnih procedura i naloga Poslodavca.

4. POVJERLJIVOST

4.1. Povjerljive informacije

Zaposleni potvrđuje da radni odnos predstavlja odnos povjerenja između Poslodavca i Zaposlenog u odnosu na određene informacije koje su povjerljive ili svojom prirodom predstavljaju poslovnu tajnu, i koje za Poslodavca predstavljaju kompetitivnu prednost u poslu kojim se bavi („Povjerljive informacije“).

Povjerljive informacije obuhvataju naročito: odluke, planove, budžet, neobjavljene rezultate, primanja, prognoze prodaje; planove marketinga i prodaje, planove razvoja usluga, analize konkurentnosti, poslovne i finansijske planove ili prognoze, finansijske informacije koje nisu javne, ugovore i liste klijenata i zaposlenih; ugovore, ugovore o angažovanju, narudžbenice, matrice i formulare za odobrenja, konsultantske ponude, ponude, ponude cijena i narudžbenice; sve informacije ili materijal koji se odnosi na "know how" Poslodavca u pružanju usluga, logistici, marketingu, nabavci, računovodstvu ili licenciranju; softver i druge tehnologije razvijene ili licencirane od strane ili za Poslodavca ili njegova povezana lica ili licencirane Poslodavcu od strane trećih lica, kao i dokumentaciju koja se na to odnosi; i sve informacije za koje Poslodavac ima pravnu obavezu da ih tretira kao povjerljive ili koje Poslodavac tretira kao svoje vlasništvo ili odredi kao povjerljive ili koje su samo za internu upotrebu, bilo da su ili ne u svojinu ili razvijene ili ne od strane Poslodavca.

The Employee's earnings are considered a business secret of the Employer, and the Employee's disclosure of the same to third parties constitutes a violation of the work obligation, for which the Employee may be subject to a measure - termination of employment.

2.5. Wages and other income

The employee has the right to other incomes and benefits prescribed by the Law, or GCA as mandatory.

3. OBLIGATIONS OF THE EMPLOYEE

3.1. Personal information

The employee agrees that the Employer collects, processes and uses for business purposes the Employee's personal data obtained during employment and during the recruitment process, which use may include the transfer of this data outside the territory of Montenegro.

The employee is obliged to comply with and fulfill the obligations indicated in this Agreement, the Labor Law, all other valid laws, as well as to comply with the standards, regulations and internal acts of the Employer, business policy, procedures of the Employer for risk management and other global and local procedures and orders of the Employer.

4. CONFIDENTIALITY

4.1 Confidential information

The employee confirms that the employment relationship represents a relationship of trust between the Employer and the Employee in relation to certain information that is confidential or by its nature constitutes a business secret, and which for the Employer represents a competitive advantage in the business it deals with ("Confidential Information").

Confidential information includes in particular: decisions, plans, budget, unpublished results, receipts, sales forecasts; marketing and sales plans, service development plans, competitive analyses, business and financial plans or forecasts, non-public financial information, contracts and lists of clients and employees; contracts, engagement agreements, purchase orders, approval matrices and forms, consultancy offers, bids, price offers and purchase orders; all information or material related to the "know how" of the Employer in providing services, logistics, marketing, procurement, accounting or licensing; software and other technologies developed or licensed by or for the Employer or its affiliates or licensed to the Employer from by third parties, as well as related documentation; and all information that the Employer has a legal obligation to treat as confidential or that the Employer treats as its property or designates as confidential or that is for internal use only, whether or not owned or developed by the Employer.

Povjerljive informacije ne obuhvataju informacije koje su javno poznate ili koje postanu opšte poznate (na drugi način osim usljed greške ili povrede obaveza od strane Zaposlenog) bilo tokom ili po prestanku radnog odnosa, niti informacije opšte usvojene u trgovini, kao ni opšte znanje naučeno tokom sličnih zaposlenja na drugim mjestima.

Obaveza – Tokom i po prestanku radnog odnosa Zaposleni će čuvati Povjerljive informacije u tajnosti. Zaposleni neće preneti, objaviti ili otkriti Povjerljive informacije direktno ili indirektno, osim drugim zaposlenima kod Poslodavca ili ovlašćenim trećim licima u mjeri u kojoj je to neophodno u redovnom toku vršenja poslova za Poslodavca, ili ako je Poslodavac dao takvo uputstvo. U slučaju nedoumice da li neka informacija ima status Povjerljive informacije, Zaposleni je u obavezi da se konsultuje sa Poslodavcem prije nego što otkrije takvu informaciju.

Zaposleni se obavezuje da neće koristiti Povjerljive informacije osim za vršenje poslova i dužnosti iz ovog Ugovora.

Zaposleni potvrđuje da svojim radom kod Poslodavca neće prekršiti bilo koji ugovor ili obavezu da čuva povjerljive informacije prethodnog poslodavca ili drugog pravnog ili fizičkog lica. Zaposleni se obavezuje da ne otkriva povjerljive informacije prethodnog poslodavca ili drugog pravnog ili fizičkog lica, i da iste ne koristi radi vršenja svog posla kod Poslodavca bez pisanog odobrenja prethodnog poslodavca, odnosno drugog fizičkog ili pravnog lica.

Confidential information does not include information that is publicly known or that becomes generally known (other than as a result of a mistake or violation of obligations by the Employee) either during or after the termination of the employment relationship, nor information generally adopted in the trade, nor general knowledge learned during similar employment in other places.

Obligation - During and after termination of employment, the Employee will keep Confidential Information confidential. Employees shall not transfer, publish or disclose Confidential Information directly or indirectly, except to other employees of the Employer or authorized third parties to the extent that this is necessary in the regular course of performing work for the Employer, or if the Employer has given such an instruction. In case of doubt as to whether some information has the status of Confidential Information, the Employee is obliged to consult with the Employer before disclosing such information.

The employee undertakes not to use Confidential Information except for the performance of tasks and duties from this Agreement.

The employee confirms that his work for the Employer will not violate any contract or obligation to keep confidential information of the previous employer or other legal or natural person. The employee undertakes not to disclose confidential information of the previous employer or other legal or natural person, and not to use it for the purpose of performing his/her work with the Employer without the written approval of the previous employer, or other natural or legal person.

5. KLAUZULA ZABRANE KONKURENCIJE

Ugovorne strane saglasno konstatuju da će ovo zaposlenje omogućiti Zaposlenom da stekne nova, posebno važna tehnološka znanja, širok krug poslovnih partnera, kao i da dođe u posjed Povjerljivih informacija.

Zabrana – Za vrijeme radnog odnosa Zaposleni se obavezuje da se ne angažuje u bilo kojoj aktivnosti koja je u vezi sa poslovanjem Poslodavca ili to postane tokom trajanja radnog odnosa, ili bilo kojoj drugoj aktivnosti koja se može smatrati kao konkurentna Poslodavcu, bilo da radi kao zaposleni, direktor, konsultant, lice angažovano po ugovoru o djelu, akcionar/vlasnik udela, partner ili preduzetnik, ali ne računajući svojstvo akcionara u preduzeću čijim se akcijama trguje na berzi.

Konkretnom djelatnošću u smislu prethodnog stava se naročito smatra obavljanje poslova revizije završnih računa privrednih društava.

Klauzula zabrane konkurencije važi za teritoriju Evrope.

Poslodavac može u svakom trenutku jednostranom pisanom izjavom osloboditi Zaposlenog poštovanja obaveze predviđene ovim članom u kom slučaju prestaje

5. NON – COMPETITION CLAUSE

The contracting parties agree that this employment will enable the Employee to acquire new, especially important technological knowledge, a wide circle of business partners, as well as to gain possession of Confidential Information.

Prohibition - During the employment relationship, the Employee undertakes not to engage in any activity that is related to the business of the Employer or becomes so during the duration of the employment relationship, or any other activity that can be considered as competitive with the Employer, whether he works as an employee, director, consultant, person engaged under a work contract, shareholder/owner of shares, partner or entrepreneur, but not counting the capacity of shareholder in a company whose shares are traded on the stock exchange.

Competing activity in the sense of the previous paragraph is particularly considered to be the auditing of the final accounts of companies.

The non-competition clause applies to the territory of Europe.

The Employer may at any time, by a unilateral written statement, release the Employee from complying with the obligation provided for in this Article, in which case the Employer's

i obaveza Poslodavca da isplati ugovorenu naknadu predviđenu stavom 4 ovog člana.

U slučaju da Zaposleni prekrši ograničenja predviđena u ovom članu, biće dužan da vrati Poslodavcu cjelokupan iznos koji je primio po osnovu stava 4 ovog člana, pri čemu Poslodavac zadržava pravo da zahtjeva isplatu naknade štete koja premašuje iznose navedene u ovom članu.

U slučaju da Zaposleni prekrši ograničenja predviđena u ovom članu, Poslodavac će obustaviti sva dalja plaćanja utvrđena stavom 4 ovog člana.

6. POVREDE RADNIH OBAVEZA

Za povrede radnih obaveza Zaposlenom se može izreći jedna od sledećih mjera:

- a) novčana kazna
- b) prestanak radnog odnosa

Pri izricanju mjere zbog povrede radne obaveze, uzima se u obzir težina povrede i njene posledice, odgovornost Zaposlenog, njegov raniji rad i ponašanje na radu i druge okolnosti koje mogu da utiču na vrstu i visinu mjere.

6.1. Novčana kazna

Novčana kazna može se izreći za lakše povrede radnih obaveza, do 20% mesečne zarade Zaposlenog, ostvarene u mesecu u kome je odluka izrečena, u trajanju od jednog do tri meseca.

Lakše povrede radnih obaveza su:

- i. nepoštovanje radnog vremena;
- ii. neuredno ili nesavjesno čuvanje službenih spisa ili podataka koji nemaju karakter poverljivosti;
- iii. neopravdano izostajanje sa posla dva radna dana uzastopno ili dva radna dana u toku šest meseci;
- iv. nepostupanje u skladu sa propisima o zaštiti na radu;

7. PRESTANAK RADNOG ODNOSA

Ovaj Ugovor može prestati na osnovu sporazuma između Poslodavca i Zaposlenog, na osnovu otkaza od strane Zaposlenog, na osnovu otkaza od strane Poslodavca i u drugim slučajevima predviđenim Zakonom.

7.1. Sporazumni prestanak

Ugovorne strane mogu raskinuti radni odnos pisanim ugovorom u bilo koje vrijeme.

obligation to pay the agreed compensation provided for in paragraph 4 of this Article shall also cease.

In the event that the Employee violates the restrictions provided for in this article, he shall be obliged to return to the Employer the entire amount received on the basis of paragraph 4 of this article, whereby the Employer reserves the right to demand payment of damages that exceed the amounts specified in this article.

If the Employee violates the restrictions provided for in this article, the Employer will suspend all further payments established in paragraph 4 of this article.

6. VIOLATION OF WORK OBLIGATIONS

One of the following measures may be imposed on the Employee for violations of work obligations:

- a) fine
- b) termination of employment

When imposing a measure due to a violation of a work obligation, the severity of the violation and its consequences, the responsibility of the Employee, his previous work and behavior at work, and other circumstances that may influence the type and amount of the measure are taken into account.

6.1 Fine

A fine may be imposed for minor violations of work obligations, up to 20% of the Employee's monthly earnings, earned in the month in which the decision was issued, for a duration of one to three months.

Lighter violations of work obligations are:

- i. and. non-respect of working hours;
- ii. improper or negligent storage of official files or data that are not confidential;
- iii. unjustified absence from work for two consecutive working days or two working days within six months;
- iv. failure to comply with occupational health and safety regulations

7. TERMINATION OF EMPLOYMENT

This Agreement may be terminated by agreement between the Employer and the Employee, upon termination by the Employee, upon termination by the Employer, and in other cases provided for by law.

7.1. Termination by agreement

The Contracting Parties may terminate the employment relationship by written agreement at any time.

7.2. Otkaz od strane Zaposlenog

Zaposleni može otkazati radni odnos u pisanom obliku, najmanje 30 dana prije dana koji je naveo kao dan prestanka radnog odnosa. Tokom otkaznog roka Zaposleni će imati prava i obaveze predviđene ovim Ugovorom.

Poslodavac se može jednostrano odreći otkaznog roka iz prethodnog stava, u kom slučaju radni odnos prestaje prvog dana nakon što Zaposleni primi izjavu o odricanju.

7.3. Otkaz od strane Poslodavca

Poslodavac može raskinuti ovaj Ugovor prema uslovima i na način predviđen Zakonom, OKU i ovim Ugovorom. U slučaju da Poslodavac raskine ili otkáže ovaj Ugovor neće se primjenjivati otkazni rok, osim ukoliko prinudni propisi ne predviđaju što drugo.

Povreda radne obaveze – Sledeće radnje Zaposlenog će se smatrati težim povredama radnih obaveza zbog kojih Poslodavac može izreći mjeru prestanka radnog odnosa:

- i. ako ne postupa po uputstvima Poslodavca i pretpostavljenih;
- ii. ako se ne pridržava pravila o bezbjednosti i zdravlju na radu;
- iii. ako neblagovremeno, nesavjesno ili nemarno izvršava radne obaveze;
- iv. ako ne postupa u skladu sa odredbama ovog Ugovora, politikom i procedurama Poslodavca, opštim aktima Poslodavca, nalogima, uputstvima i odlukama pretpostavljenih;
- v. zloupotreba položaja i prekoračenje datog ovlašćenja;
- vi. ukoliko falsifikuje, lažno ili netačno izvještava ili iznosi lažne činjenice, mjenja ili uništava dokumentaciju Poslodavca kao i operativnih sistema, ili se utvrdi povezanost Zaposlenog sa ovim aktivnostima;
- vii. odavanje Povjerljive informacije;
- viii. ukoliko ne dostavi lične podatke ili druge informacije za potrebe Poslodavca;
- ix. ukoliko ne obavi službeni put kako je Poslodavac predvideo;
- x. neizvršenje ili odbijanje posla, kao i nepotpuno i nekvalitetno izvršavanje posla;
- xi. neovlašćeno korišćenje Poslodavčeve imovine u privatne svrhe;
- xii. prijem poklona i drugih pogodnosti od strane trećih lica u vezi sa radom;
- xiii. prouzrokovanje štete Poslodavcu;
- xiv. kršenje zabrane konkurencije;
- xv. nepoštovanje tehničkih i IT pravila;
- xvi. narušavanje povjerenja i ugleda Poslodavca;

7.2. Termination by the employee

The employee can cancel the employment relationship in writing, at least 30 days before the day he indicated as the day of termination of the employment relationship. During the notice period, the Employee will have the rights and obligations stipulated in this Agreement.

The employer can unilaterally waive the notice period from the previous paragraph, in which case the employment relationship ends on the first day after the Employee receives the waiver statement.

7.3. Termination by the employer

The Employer may terminate this Agreement under the terms and in the manner provided by the Law, the GCA and this Agreement. If the Employer terminates or cancels this Agreement, the notice period will not apply, unless mandatory regulations provide otherwise.

Violation of work obligations - The following actions of the Employee will be considered more serious violations of work obligations, for which the Employer may impose a measure of termination of employment:

- i. if he does not act according to the instructions of the Employer and superiors;
- ii. if he does not comply with the rules on safety and health at work;
- iii. if he performs work duties untimely, unconscionably or carelessly;
- iv. if he does not act in accordance with the provisions of this Agreement, the policy and procedures of the Employer, the general acts of the Employer, orders, instructions and decisions of superiors;
- v. abuse of position and exceeding given authority;
- vi. if he falsifies, falsely or inaccurately reports or presents false facts, changes or destroys the documentation of the Employer as well as the operating systems, or the connection of the Employee with these activities is established;
- vii. disclosure of Confidential Information;;
- viii. if he does not provide personal data or other information for the needs of the Employer;;
- ix. if he does not make an official trip as planned by the Employer;
- x. non-execution or refusal of work, as well as incomplete and low-quality execution of work;
- xi. unauthorized use of the Employer's property for private purposes;
- xii. receiving gifts and other benefits from third parties in connection with work;
- xiii. causing damage to the Employer;
- xiv. violation of the prohibition of competition;
- xv. non-compliance with technical and IT rules;
- xvi. damage to the trust and reputation of the Employer;

xvii.	kršenje bezbjednosnih i protivpožarnih pravila i ignorisanje naloga odgovornog lica zaduženog za isto;	xvii.	violation of safety and fire prevention rules and ignoring the orders of the responsible person in charge of the same;
xviii.	ako nakon redovnog godišnjeg ocjenjivanja radni učinak Zaposlenog bude ocjenjen kao nezadovoljavajući;	xviii.	if, after the regular annual assessment, the Employee's work performance is assessed as unsatisfactory;
xix.	loše i neprimjereno ponašanje prema klijentima, drugim zaposlenima ili predstavnicima Poslodavca;	xix.	bad and inappropriate behavior towards clients, other employees or representatives of the Employer;
xx.	neobavješćavanje Poslodavca o opravdanom odsustvu sa rada u roku od dva dana;	xx.	failure to notify the Employer of the justified absence from work within two days;
xxi.	fizički ili ponovljeni neprilični verbalni konflikti sa drugim zaposlenima;	xxi.	physical or repeated inappropriate verbal conflicts with other employees;
xxii.	dolaženje na posao u stanju neprikladnom za obavljanje radnih obaveza;	xxii.	coming to work in a state unsuitable for performing work duties;
xxiii.	narušavanje povjerenja i ugleda Poslodavca;	xxiii.	damage to the trust and reputation of the Employer;
xxiv.	svjesna nemarnost ili nepostupanje po procedurama i opštim aktima ustanovljenim od strane Poslodavca;	xxiv.	deliberate negligence or non-compliance with the procedures and general acts established by the Employer;
xxv.	nepostupanje i svjesno odbijanje da se postupi po nalogima od strane direktnog nadređenog ili drugog nadređenog;	xxv.	failure to act and conscious refusal to act on orders by a direct superior or another superior;
xxvi.	obavljanje privatnih poslova tokom radnog vremena;	xxvi.	performing private tasks during working hours;
xxvii.	neopravdano odsustvo sa rada više od dva radna dana uzastopno ili više od dva radna dana u toku šest mjeseci;	xxvii.	unjustified absence from work for more than two consecutive working days or more than two working days during six months;
xxviii.	uvredljivo izražavanje (usmeno ili pismeno) ili uvredljivo ponašanje prema drugom zaposlenom.	xxviii.	offensive expression (oral or written) or offensive behavior towards another employee.
xxix.	iznošenje i širenje lažnih navoda koji mogu da prouzrokuju štetu reputaciji Poslodavca.	xxix.	presenting and spreading false allegations that can cause damage to the Employer's reputation.
xxx.	svjesno činjenje onih radnji koje rezultiraju ili mogu rezultirati nanošenjem ozbiljnih povreda drugim zaposlenima i/ili nanošenjem materijalne štete Poslodavcu.	xxx.	knowingly doing those actions that result or may result in causing serious injuries to other employees and/or causing material damage to the Employer.
xxxi.	bitno ometanje procesa rada.	xxxi.	significant disruption of the work process..
xxxii.	miješanje u rad jednom ili više zaposlenih u toku postupka rada usled čega je došlo ili je moglo doći do značajnog problema u obavljanju radnih obaveza.	xxxii.	interfering with the work of one or more employees during the work process, as a result of which a significant problem occurred or could occur in the performance of work duties.
xxxiii.	druge povrede radne discipline predviđene aktom Poslodavca.	xxxiii.	other violations of work discipline provided for by the act of Employer.
xxxiv.	druge povrede radnih obaveza predviđene OKU.	xxxiv.	other violations of work obligations provided for by the GCA.

Povraćaj stvari – Zaposleni se obavezuje da vrati Poslodavcu na dan ili prije dana prestanka radnog odnosa i saglasan je da neće zadržati u svom posjedu, ponovo stvoriti ili predati nekom drugom, bilo koju stvar koja pripada Poslodavcu, a naročito dokumenta, softver, diskove, diskete, trake, zapise, podatke, bilješke, korespondenciju kao ni kopije ili reprodukcije istih (bez obzira da li ih je stvorio Zaposleni tokom radnog odnosa), hardver, kompjutere, terminale, telefone, službena vozila,

Return of things - The employee undertakes to return to the Employer on the day or before the day of termination of the employment relationship and agrees not to keep in his possession, recreate or hand over to someone else, any thing belonging to the Employer, especially documents, software, disks, diskettes, tapes, records, data, notes, correspondence as well as copies or reproductions of them (regardless of whether he created them Employee during employment), hardware, computers, terminals, telephones, official vehicles, badges,

značke, vizit karte, sveske, pravilnike, priručnike za softver i telefonske imenike, naplatne kartice i kreditne kartice.

Poslodavac se obavezuje da nakon prestanka radnog odnosa Zaposlenom vrati uredno popunjenu radnu knjižicu.

8. NAKNADA ŠTETE

Zaposleni je odgovoran za štetu koju je na radu ili u vezi sa radom, namjerno ili krajnjom nepažnjom, prouzrokovao Poslodavcu.

Postojanje štete, njenu visinu, okolnosti pod kojima je nastala, ko je štetu prouzrokovao i kako se ona nadoknađuje utvrđuje posebna komisija koju obrazuje Poslodavac.

U slučaju prestanka radnog odnosa Zaposlenog, na inicijativu Zaposlenog ili bilo kog drugog razloga koji se može pripisati krivici Zaposlenog, Poslodavac će imati pravo da od Zaposlenog zahtijeva naknadu troškova stručnog osposobljavanja na koje će Poslodavac uputiti Zaposlenog, a u skladu sa posebnim ugovorom o stručnom osposobljavanju i usavršavanju.

Ako Zaposleni pretrpi povredu ili štetu na radu ili u vezi sa radom Poslodavac je dužan da mu nadoknadi štetu. Postojanje štete, njenu visinu, okolnosti pod kojima je nastala, ko je štetu prouzrokovao i kako se ona nadoknađuje utvrđuje posebna komisija koju obrazuje Poslodavac.

Zaposleni koji je na radu ili u vezi sa radom namjerno ili krajnjom nepažnjom prouzrokovao štetu trećem licu, a koju je nadoknadio Poslodavac, dužan je da Poslodavcu naknadi iznos isplaćene štete, osim ako Poslodavac ne odluči drugačije.

U slučaju spora po ovom Ugovoru Zaposleni i Poslodavac prihvataju mjesnu nadležnost suda u Podgorici.

9. PRELAZNE I ZAVRŠNE ODREDBE

9.1. Važeće pravo

Na sva pitanja koja nijesu regulisana ovim Ugovorom primjenjivaće se opšti akti Poslodavca, Zakon, OKU i drugi propisi Crne Gore.

9.2. Cjelokupnost sporazuma

Ovaj Ugovor predstavlja cjelokupan međusobni sporazum ugovornih strana i stupanjem na snagu ovog Ugovora prestaju da važe svi prethodni ugovori i njihove izmjene koji se odnose na istu materiju.

business cards, notebooks, regulations, manuals for software and telephone directories, payment cards and credit cards.

The employer undertakes to return the duly completed work book to the employee after the termination of the employment relationship.

8. COMPENSATION OF DAMAGE

The employee is responsible for damage caused to the Employer at work or in connection with work, intentionally or through gross negligence.

The existence of damage, its amount, the circumstances under which it occurred, who caused the damage and how it is compensated is determined by a special commission formed by the Employer.

In the event of termination of the Employee's employment relationship, at the Employee's initiative or for any other reason that can be attributed to the Employee's fault, the Employer shall have the right to demand compensation from the Employee for the costs of professional training to which the Employer will refer the Employee, in accordance with a special contract on professional training and development.

If the Employee suffers an injury or damage at work or in connection with work, the Employer is obliged to compensate him for the damage. The existence of damage, its amount, the circumstances under which it occurred, who caused the damage and how it is compensated is determined by a special commission formed by the Employer.

An employee who caused damage to a third party intentionally or through gross negligence at work or in connection with work, and which was compensated by the Employer, is obliged to compensate the Employer for the amount of the paid damage, unless the Employer decides otherwise.

In the event of a dispute under this Agreement, the Employee and the Employer accept the local jurisdiction of the court in Podgorica.

9. TRANSITIONAL AND FINAL PROVISIONS

9.1. Applicable law

The general acts of the Employer, the Law, the GCA and other regulations of Montenegro shall apply to all matters not regulated by this Agreement.

9.2. The entirety of this Agreement

This Agreement represents the entire mutual agreement of the contracting parties, and upon the entry into force of this Agreement, all previous agreements and their amendments related to the same matter cease to be valid.

9.3. Djelimična ništavost

Ukoliko bilo koja odredba ovog Ugovora u bilo kom trenutku bude proglašena ništavom ili neutuživom, to neće uticati na punovažnost i utuživost ostalih odredaba ovog Ugovora.

9.3. Partial nullity

If any provision of this Agreement is declared void or unenforceable at any time, this will not affect the validity and enforceability of the other provisions of this Agreement.

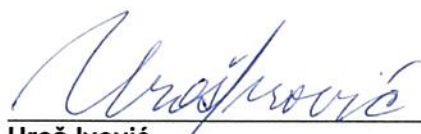
9.4. Broj primjeraka

Ovaj Ugovor sačinjen je u 3 (tri) primjerka, od kojih jedan primjerak zadržava Zaposleni a dva su za Poslodavca.

9.4. Number of copies

This Agreement is drawn up in 3 (three) copies, one copy of which is retained by the Employee and two are for the Employer.

Zaposleni / Employee


Uroš Ivović



Za poslodavca / For the employer



Gerald Weiss
Predsjednik Odbora direktora / Chairman
of the Board of directors