

Број: 01-018/22-1305

Датум: 27. 04. 2022

Loan Agreement no. PO/MO-000049

Ugovor o zajmu br. PO/MO-000049

This Loan Agreement ("Agreement") is entered on 2022-04-19 between the following parties:

Ovaj Ugovor o zajmu („Ugovor“) je zaključen dana 2022-04-19 između sledećih ugovornih strana:

Caterpillar Financial Services Poland Sp. z o.o., with the registered seat at Warsaw, Poland ul. Prosta 51, a company incorporated under the laws of Poland, registered under no. KRS 0000068724 with the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Department of the Polish National Court Register (the "Lender"); and

Caterpillar Financial Services Poland Sp. z o.o., sa sedištem u Varšavi, Poljska, ulica Prosta 51, društvo osnovano po pravu Poljske, registrovano pod brojem KRS 0000068724 kod privrednog registra pri Okružnom sudu za glavni grad Varšavu u Varšavi, 12. privredno odeljenje Nacionalnog Sudskog Registra Poljske („Zajmodavac“); i

OPŠTINA ŽABLJAK, with the registered seat at 84220 Žabljak, TRG DURMITORSKIH RATNIKA 1, a company incorporated under the laws of Montenegro, registered with the Central Company Registry of Montenegro, identification number N/A, VAT: 02018535 (the "Borrower"); (each party individually referred to as the "Party" and collectively as the "Parties").

OPŠTINA ŽABLJAK, sa sedištem u 84220 Žabljak, TRG DURMITORSKIH RATNIKA 1, društvo osnovano po pravu Crne Gore, registrovano u Centralnom registru privrednih subjekata Crne Gore, matični broj N/A, PIB: 02018535 („Zajmoprimac“); (svaka strana se pojedinačno označava kao "Ugovorna Strana", a zajednički "Ugovorne Strane").

Background

- A. TEKNOXGROUP S.A. address: Via Carlo Pasta 25 CH-6850 Mendrisio, Switzerland (the "Seller") is licensed dealer of Caterpillar equipment and vehicles in Switzerland;
- B. The Borrower intends to acquire from the Seller the following equipment: CAT 950GC LRC, S/N CAT00950HM5K05574, mileage: 0 mtg, year of manufacture 2022, Equipment Value (net): EUR 129 800,00 (the "Equipment"), to be used by the Borrower for its business operations.
- C. The Lender intends to give the Borrower a loan in an aggregate amount of EUR 110 330,00 that will be used to finance 85.00% of the Equipment purchase price.

1. Interpretation

1.1. In this Agreement:

1.1.1. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

1.1.2. references to a party shall include that party's successors and permitted assigns;

1.1.3. a reference to a law or provision of a law is a reference to it as amended from time to time;

1.1.4. a reference to a law or provision of a law shall include all subordinate legislation made from time to time under that law

Okolnosti

- A. TEKNOXGROUP S.A. sa adresom na Via Carlo Pasta 25 CH-6850 Mendrisio, Švajcarska („Prodavca“) je ovlašćeni diler Caterpillar opreme i vozila u Švajcarskoj;
- B. Zajmoprimac namerava da od Prodavca kupi sledeću opremu: CAT 950GC LRC, S/N CAT00950HM5K05574, kilometraža: 0 mtg, godina proizvodnje 2022, Vrednost Opreme (neto): EUR 129 800,00 („Oprema“) koju će Zajmoprimac koristiti radi obavljanja svoje poslovne delatnosti.
- C. Zajmodavac namerava da Zajmoprimcu da zajam u ukupnom iznosu od EUR 110 330,00 evra za potrebe finansiranja isplate 85.00% kupoprodajne cene Opreme.

1. Tumačenje

1.1. U ovom Ugovoru:

1.1.1. osim ako kontekst ne nalaže drugačije, reči u jedini uključuju i množinu, a u množini uključuju i jedninu;

1.1.2. pozivanje na stranu uključuje sukcesore i dozvoljene prijemnike;

1.1.3. pozivanje na zakon ili odredbe zakona se smatra pozivanjem na izmenjen zakon ili odredbu, ukoliko je u međuvremenu bilo izmena;

1.1.4. pozivanje na zakon ili odredbu zakona uključuje sve podzakonske akte koji su s vremena na vreme doneti na

or provision of the law;

1.1.5. a reference to a document is a reference to that document as amended and

1.1.6. a reference to an Article, Section or Schedule is a reference to an Article, Section or Schedule of or to this Agreement.

2. The Loan

2.1. The Lender agrees to make available to the Borrower a loan in an aggregate amount of EUR 110 330,00 (the "Loan"), in accordance with the terms and conditions of this Agreement.

2.2. For the convenience purposes only, basic parameters of the Loan as of the date of this Agreement, are provided in the table in the Schedule 1 of this Agreement and which is an integral part of this Agreement.

3. Drawdown

3.1. Based on the Borrower's instruction, the Loan shall be drawn/paid into a Seller's bank account CH64 0825 2010 1579 C001 E, held by the bank Banca Popolare di Sondrio (Suisse) SA.

3.2. The Loan shall be drawn/paid in one tranche, where such tranche shall be drawn/paid not later than 2022-07-21 (the "Availability Period").

3.4. The Lender shall make available the Loan to the Borrower only if the following conditions precedents are duly met:

3.4.1. the Lender received the Borrower's drawdown request (in the form substantially as set out in Schedule 2 to this Agreement, which is an integral part of this Agreement), which has been delivered to the Lender at least two business days before the proposed drawdown date;

3.4.2. the Lender received relevant document evidencing that (i) the Borrower duly insured the Equipment (all in accordance with Article 10 of this Agreement); (ii) the Lender is named as the additionally insured under such policy; and (iii) relevant certificate of claims assignment is issued by the insurer in favour of the Lender allowing the Lender to use such instrument if it may not collect insurance receivables as additionally insured;

3.4.3. the Lender received original resolution of the Pledge Register with the Commercial Court of Montenegro in Podgorica, evidencing that the pledge under the Pledge Agreement between the Parties executed on the day of this Agreement (securing the claims of the Lender under this Agreement) has been duly registered in favour of the Lender;

3.4.4. there is no pending or threatened Event of Default (as defined below in Article 11 of this Agreement);

3.4.5. the Lender received written confirmation from the Seller

osnovu tog zakona ili te odredbe;

1.1.5. pozivanje na neki dokument se smatra pozivanjem na izmenjeni dokument, ukoliko je bilo izmena i

1.1.6. pozivanje na Član, Odeljak ili Prilog je pozivanje na Član, Odeljak ili Prilog ovog Ugovora.

2. Zajam

2.1. Zajmodavac je saglasan da stavi na raspolaganje Zajmoprimcu zajam u ukupnom iznosu od EUR 110 330,00 ("Zajam"), u skladu sa uslovima i odredbama ovog Ugovora.

2.2. Isključivo preglednosti radi, osnovni parametri Zajma dati su u tabeli koja je Prilog 1 ovog Ugovora, koji čine sastavni dio ovog Ugovora.

3. Povlačenje Zajma

3.1. Zajam će po nalogu Zajmoprimca, biti povučen/uplaćen na bankovni račun Prodavca CH64 0825 2010 1579 C001 E, Banca Popolare di Sondrio (Suisse) SA.

3.2. Zajam se može povući/uplatiti u maksimalno jednoj tranši, pri čemu se ista može povući/uplatiti do 2022-07-21 ("Period Dostupnosti").

3.4. Zajmodavac će Zajam staviti na raspolaganje Zajmoprimcu samo ako su sledeći prethodni uslovi uredno ispunjeni:

3.4.1. Zajmodavac je primio Zajmoprimčev zahtev za povlačenje (u obliku kako je u bitnim crtama predviđeno u Prilogu 2 ovog Ugovora, koji čine sastavni dio ovog Ugovora), i koji je dostavljen Zajmodavcu najmanje dva radna dana pre predloženog datuma povlačenja;

3.4.2. Zajmodavcu je dostavljena odgovarajuća dokumentacija da je (i) Zajmoprimac uredno osigurao Opremu (sve u skladu sa Članom 10 ovog Ugovora); (ii) Zajmodavac označen kao dodatni osiguranik po takvoj polisi; i (iii) relevantna polisa je vinkulirana u korist Zajmodavca od strane osiguravajuće kuće a radi naplate po polisi osiguranja u slučaju da Zajmoprimac kao dodatni osigurnik ne može naplatiti iznos osiguranja po polisi;

3.4.3. Zajmodavcu je dostavljen original rešenja Registra zaloge pri Privrednom sudu Crne Gore u Podgorici, koji dokazuje da je zaloga po Ugovoru o zalozi koji su ugovorne strane zaključile na datum ovog Ugovora (kojim se obezbeđuju potraživanja Zajmodavca po ovom ugovoru) uredno registrovana u korist Zajmodavca;

3.4.4. nema postojećeg ili mogućeg Slučaja Neizvršenja (kako je definisano dole u Članu 11 ovog Ugovora);

3.4.5. Zajmodavac je primio pisanu potvrdu od Prodavca da

that the Borrower paid all costs (payable to the Seller) and the relevant part of the purchase price that is not financed from the Loan under the Equipment purchase agreement;

3.4.6. the Borrower duly reported this Agreement with the Central Bank of Montenegro, if requested, in accordance with the applicable regulations and provided relevant evidence on such reporting to the Lender;

3.4.7. the Availability Period has not expired.

3.5. The Parties mutually agree that the conditions precedents stipulated by Articles 3.4 above are to be fulfilled by the Borrower (i.e. that the Borrower shall ensure that aforementioned are duly met).

4. Interest

4.1. Interest shall accrue on the Loan at a rate equal to 3.380000% per annum. Net interest for the period from the drawdown date to the due date of the first monthly installment shall be calculated proportionally by calculating the number of days from the drawdown date to the date of payment of the first monthly installment in accordance with the provisions of point 5 below. Except of the first Installment, for which the interest is calculated on the assumption that a year has 365 days, the interest for the second and subsequent Installments will be calculated on the assumption that a year has 360 days and each month has 30 days.

4.2. Interest pertaining to the Loan shall be payable on the 5 day of the calendar month following each Interest Period and on the Final Repayment Date (as defined in Article 5). For the purpose of this Agreement, the interest periods (each an "Interest Period") shall be successive periods of one calendar month, whereby the first Interest Period with respect to the Loan shall be extended to include the period from the date when the Loan is debited to the Seller's bank account and the following calendar month.

4.3. On any default payment in relation or under this Agreement, statutory interest rate shall be calculated and paid in accordance with applicable regulations.

5. Repayment

5.1. Subject to Article 7.1, the Loan shall be paid in monthly instalments stipulated in the repayment schedule/plan constituting the Schedule 3 to this Agreement (which is an integral part of this Agreement), where the final repayment date of the loan shall be 2024-09-03 (the "Final Repayment Date").

6. Voluntary Prepayment

6.1. Subject to Article 7.1, the Borrower may prepay the whole or any part of the Loan (together with interest accrued thereon and any other amounts due to the Lender) at any time, with fourteen business days' written notice to the Lender.

je Zajmoprimac platio sve troškove (plative Prodavcu) i odgovarajući deo kupoprodajne cene koji se ne finansira iz Zajma po ugovoru o kupoprodaji Opreme;

3.4.6. Zajmoprimac je uredno izvestio Centralnu banku Crne Gore o Ovom ugovoru, ako ista to zatraži, u skladu sa važećim propisima i dostavio odgovarajući dokaz o tome Zajmodavcu;

3.4.7. Period Dostupnosti nije istekao.

3.5. Ugovorne strane su saglasne da će prethodni uslovi predviđeni Članovima 3.4 gore, biti ispunjeni od strane Zajmoprimca (odnosno da će Zajmoprimac obezbediti da su isti uredno ispunjeni).

4. Kamata

4.1. Na Zajam će teći kamata po stopi od 3.380000% godišnje. Neto kamata za period od datuma povlačenja do datuma dospelja prve mjesečne rate obračunava se proporcionalno izračunavanjem broja dana od datuma povlačenja do datuma plaćanja pre mjesečne rate u skladu sa odredbama tačke 5 ispod. Osim prve rate, za koju se kamata obračunava uz pretpostavku da godina ima 365 dana, kamata za drugu i naredne rate će biti izračunata pod pretpostavkom da godina ima 360 dana, a svaki mjesec 30 dana.

4.2. Kamata koja se odnosi na Zajam dospeva za plaćanje 5 dana u kalendarskom mesecu nakon svakog Kamatnog Perioda, kao i na Konačni Datum Otplate (kako je definisan u Članu 5). Za potrebe ovog Ugovora, kamatni periodi (svaki od njih „Kamatni Period“ će biti sukcesivni periodi od jednog kalendarskog meseca, pri čemu će prvi Kamatni Period obuhvatiti period od datuma kada je Zajam primljen na račun Prodavca kao i sledeći kalendarski mesec.

4.3 Za svaku docnju u plaćanju u vezi ili u skladu sa ovim ugovorom, obračunaće se i platiti zakonska zatezna kamata u skladu sa važećim propisima.

5. Otplate

5.1. Pod uslovima navedenim u Članu 7.1, Zajam se plaća u mesečnim ratama kako je to predviđeno u planu otplate koji je dat kao Prilogu 3 ovog Ugovora (koji čine sastavni dio ovog Ugovora), pri čemu će konačni datum otplate Zajma biti 2024-09-03 („Konačni Datum Otplate“).

6. Dobrovoljna ranija otplate Zajma

6.1. Pod uslovima navedenim u Članu 7.1, Zajmoprimac može ranije otplatiti celokupan ili neki deo Zajma (zajedno sa kamatom i svim drugim iznosima koji se duguju Zajmodavcu), u bilo kom trenutku, uz obaveštenje Zajmodavca najmanje četrnaest radnih dana pre-toga.

7. Payments

7.1. All payments by the Borrower to the Lender under this Agreement shall be subject to the restrictions imposed by the laws applicable in the Montenegro.

7.2. Unless required by law and unless the Parties agree otherwise, all payments made by the Borrower under this Agreement shall be made in EUR, free and clear of and without any deduction for or on account of any tax, set off or counterclaim.

If any deduction or withholding is required by law to be made from such payment, then the Borrower shall pay to the Lender the net amount and relevant deductions or withholdings directly to relevant authority.

In case that any withholding tax payments is calculated and/or made by the Borrower in relation to this Agreement, the Borrower shall draw up and/or obtain and deliver to the Lender, in any case not later than before end of February of the following year, any documents necessary for the appropriate settlement of related tax liabilities in Poland in respect of these payments (if applicable), including but not limited to documents confirming the withholding and payment of applicable tax.

7.3. The Borrower shall pay any stamp duty, other duties and taxes to which this Agreement may give rise and shall indemnify the Lender against any losses or liabilities which it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes.

7.4. The Borrower shall promptly on demand pay the Lender the amount of all costs and expenses reasonably incurred by the Lender in connection with the negotiation and preparation, amendment, extension and enforcement of this Agreement.

7.5. Unless otherwise specified in writing, all payments to the Lender under this Agreement shall be made to Lender's account designated by the Lender (in each case in accordance with applicable law).

8. Undertakings

8.1. The undertakings in this Article 8 remain in force from the date of this Agreement for so long as any amount is outstanding under this Agreement (the "Loan Term").

8.2. Unless it obtained a prior written consent of the Lender to act otherwise, the Borrower undertakes:

8.2.1. not to use, exploit, maintain or store the Equipment in inappropriate manner, carelessly, dangerously, or in a manner that does not comply with the manufacturer or the Seller's recommendations, or in contravention of any applicable regulation or for any purpose that is not related with the Borrower's regular business activity;

8.2.2. keep the Equipment in a non-deteriorated condition (minus its normal wear and tear occurring as a result of correct operations), use the Equipment to carry out its normal

7. Plaćanja

7.1. Sva plaćanja Zajmoprimca Zajmodavcu po ovom Ugovoru podležu ograničenjima koja predviđaju propisi važeći u Crnoj Gori.

7.2. Osim ako zakon ne zahteva drugačije ili osim ako se Ugovorne Strane drugačije ne dogovore, sva plaćanja koja izvrši Zajmoprimac u skladu sa ovim Ugovorom će biti učinjena u evrima, bez ikakvih odbitaka na osnovu poreza, prebijanja ili protivzastava.

Ukoliko se umanjenje ili odbitak zahteva po zakonu za takvo plaćanje, tada će Zajmoprimac platiti Zajmodavcu neto iznos relevantnog potraživanja dok će takva umanjenja ili odbitak platiti direktno nadležnom organu.

U slučaju da Zajmoprimac obračuna i/ili plati bilo kakav porez po odbitku u vezi sa ovim ugovorom, Zajmoprimac će napraviti i/ili pribaviti i dostaviti Zajmodavcu, u svakom slučaju, najkasnije do kraja februara godine koja sledi sve dokumente neophodne za uredno poravnanje poreskih obaveza u Poljskoj u vezi sa ovim isplata, uključujući (ukoliko je primenljivo), ali ne ograničavajući se na dokumente koji potvrđuju odbitak i i plaćanje važećeg poreza.

7.3. Zajmoprimac je dužan da plati takse za overu, druge dažbine i poreze koji se duguju u vezi sa ovim Ugovorom i naknadiće Zajmodavcu sve gubitke i odgovornosti koje je Zajmodavac imao kao rezultat kašnjenja ili propusta Zajmoprimca u plaćanju tih taksi, dažbina i poreza.

7.4. Zajmoprimac je dužan da odmah po zahtevu isplati Zajmodavcu iznos svih razumnih troškova i izdataka koje je Zajmodavac imao u vezi sa pregovaranjem i pripremom, izmenama, produženjem i izvršenjem ovog Ugovora.

7.5. Ukoliko drugačije ne bude određeno u pisanoj formi, sva plaćanja Zajmodavcu u skladu sa ovim Ugovorom biće upućena na račun Zajmodavca koji on bude odredio (a u svakom slučaju u skladu sa važećim pravom).

8. Obaveze

8.1. Obaveze iz ovog člana 8 ostaju na snazi od dana ovog Ugovora sve dok dospelu iznosi iz ovog Ugovora nisu izmireni („Period trajanja zajma”).

8.2. Osim ako nije pribavio prethodno pisano odobrenje Zajmodavca da postupi drugačije, Zajmoprimac se obavezuje da:

8.2.1. ne koristi, eksploatiše, održava ili čuva Opremu na neprikladan, neobazriv, opasan način ili na način koji nije u skladu sa preporukom proizvođača ili Prodavca, ili na način koji je u suprotnosti sa bilo kojim primenljivim propisima ili za bilo koju svrhu koja nije povezana sa Zajmoprimčevom redovnom poslovnom aktivnošću;

8.2.2. održava Opremu u ispravnom stanju (izuzev njegovog habanja kao posledica normalne i ispravne upotrebe), koristi Opremu za sprovođenje uobičajenih aktivnosti u skladu sa

operations, in accordance with its intended use, properties, manufacturer's or Seller's instructions, avoid overloading it, carry out maintenance, repair actions and checks in accordance with the warranty conditions and the operating manual, and to keep the Equipment in good technical conditions and make any inspections and repairs at its own expense;

8.2.3. not to move Equipment out of Montenegro and to inform the Lender without delay about the current Equipment location upon each request;

8.2.4. cover all state fees and charges that are in direct or indirect connection with the Agreement, which arise after execution thereof;

8.2.5. provide, at the Lender's request, information and documents about the Borrower's financial and legal situation, in particular:

- up-to-date certificates of no arrears with the payment of taxes or contributions payable to social security authority;
- information about any future transformations, divisions or mergers with the Borrower's participation, and about any changes in the Borrower company ownership structure; and
- other information that in the Lender's opinion may be of significance for the evaluation of the Borrower's financial and/or property situation and its capacity to settle its liabilities.

8.2.6. not to make any changes to the Equipment;

8.2.7. to notify the Lender immediately (but in any case within 5 business days term) about any actions being taken by third parties, which threaten the ownership right to the Equipment or the right to hold it;

8.2.8. to enable the Lender, at its request, to examine the Equipment within the examination period indicated by the Lender

8.2.9. not to make the Equipment available for leasing, tenancy, lending for use (payable or free of charge usage, or rental) as well as not to transfer the Equipment and not to establish a right to use the Equipment in favour of third parties, under any legal title or without title, save for making the Equipment available to its employees and persons permanently providing services to the Borrower, provided such persons are appropriately qualified;

8.2.10. not to make dispositions, dispose of, establish third party and similar rights, or admit to the establishment of any pledge, claim, security interest or encumbrance on the Equipment.

8.3. The Borrower shall immediately (but in any case within 5 business days) notify the Lender in writing about the occurrence of prerequisites giving grounds to institute towards the Borrower bankruptcy, restructuring, reorganisation or

njegovom namenom, svojstvima, uputstvom proizvođača ili Prodavca, da izbegava preopterećenje, sprovodi održavanje, popravke u skladu sa uslovima garancije i uputstvom za upotrebu, da održava Opremu u ispravnom tehničkom stanju kao i da sprovodi kontrolu i popravke na svoj račun;

8.2.3. da ne izmešta Opremu sa teritorije Crne Gore kao i da bez odlaganja informiše Zajmodavca, o trenutnoj lokaciji Opremu, na svaki njegov zahtev;

8.2.4. da nadoknadi sve državne/administrativne troškove i dažbine koji su u direktnoj ili indirektnoj vezi sa zaključenom Ugovorom o zajmu, koja proisteknu nakon što počne Trajanje zajma;

8.2.5. da na zahtev Zajmodavca dostavi informacije i dokumenta o Zajmoprimčevoj finansijskoj i pravnoj situaciji, što uključuje:

- ažurne potvrde o izmirenim obavezama plaćanja poreza ili doprinosa koji se isplaćuju organu nadležnom za socijalno osiguranje;
- informacije o bilo kojim budućim promenama, podelama ili spajanjima u odnosu na Zajmoprimčevo učešće i bilo koje promene u vlasničkoj strukturi Zajmoprimca;
- druge informacije koje po mišljenju Zajmodavca mogu biti značajne za procenu Zajmoprimčevog finansijskog i/ili imovinskog stanja kao i njegove sposobnosti da izmiri obaveze.

8.2.6. da ne vrši nikakve promene na Opremi;

8.2.7. da bez odlaganja (a u svakom slučaju u roku od 5 radnih dana) obavesti Zajmodavca o preduzimanju bilo kakve radnje od strane trećih lica koje predstavljaju pretnju pravu svojine ili države nad Opremom;

8.2.8. da na zahtev Zajmodavca, u okviru roka za ispitivanje Opreme definisanog od strane Zajmodavca, omogući Zajmodavcu da ispita Opremu

8.2.9. da ne učini Opremu dostupnom za lizing, najam, zakup, korišćenje, besplatnu upotrebu (uz naknadu ili bez) kao i da ne prenosi niti ustanovljava pravo korišćenja Opreme u korist trećih strana bez obzira na pravni osnov, izuzev da učini Opremu dostupnom svojim zaposlenima i osobama koje trajno pružaju usluge Zajmoprimcu, pod uslovom da te osobe imaju odgovarajuće kvalifikacije;

8.2.10. da ne raspolaže niti ustanovljava prava u korist trećih lica, i slična prava, niti da prizna pravo uspostavljanja zaloge, sredstava obezbeđenja ili tereta nad Opremom

8.3. Zajmoprimac će bez odlaganja (a u svakom slučaju u roku od 5 radnih dana) pisanim putem obavesti Zajmodavca o pojavi preduslova za uspostavljanje stečaja, restrukturiranja, reorganizacije ili prinudnog izvršenja nad

enforcement proceedings.

8.4. During the Loan Term, the Borrower will not liquidate (wind up) or change the legal form of its operations or the owners structure or initiated process of restructuring or reorganization without the Lender's prior written consent

8.5. The Borrower undertakes to immediately notify the Lender of any circumstances that may affect the Parties' rights and obligations under the Agreement.

8.6. The Borrower hereby agrees to indemnify the Lender and its representatives and to cover all the claims, including justified costs of legal services and court fees, connected with any stage of the Agreement being performed.

8.7. The Borrower shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Agreement.

8.8. The Borrower shall notify the Lender of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

8.9. The Borrower shall execute the movable assets pledge agreement with the Lender for establishing a pledge over the Equipment that shall secure all claims of the Lender under or in relation to this Agreement and other agreements with the Lender. Form of the movable assets pledge agreement is provided as **Schedule 4** to this Agreement (the "**Pledge Agreement**").

8.10. The Borrower shall, within 15 working days from the Loan drawdown/payment, delivered to the Lender copy of the vehicle card for the Equipment that is duly issued in the name of the Borrower (or, originals of other ownership documents referring to the Equipment in case of equipment for which no vehicle cards are issued in accordance with applicable law).

8.11. The Borrower shall comply with relevant provision of the Pledge Agreement.

9. Representations

9.1. The Borrower represents that on the date of this Agreement and on the date of the Loan disbursement/payment:

9.1.1. it is not insolvent or threatened with insolvency, bankruptcy or liquidation; no bankruptcy, restructuring, reorganisation or liquidation proceedings have been instituted against it and no prerequisites exists to institute the same;

9.1.2. its financial situation enables repayment of the Loan in accordance with the Agreement;

9.1.3. it is fully authorised to enter into the Agreement, and to perform any obligations arising from the Agreement, and all

Zajmoprimcem.

8.4. Tokom Perioda trajanja zajma, Zajmoprimac neće započeti likvidaciju ili promeniti pravni oblik svojih aktivnosti kao ni vlasničku strukturu, kao ni pokrenuti postupak restrukturiranja ili reorganizacije bez prethodne pismene saglasnosti Zajmodavca.

8.5. Zajmoprimac preuzima obavezu da bez odlaganja obavesti Zajmodavca o bilo kojim okolnostima koje mogu uticati na prava i obaveze Ugovornih Strana na osnovu Ugovora.

8.6. Zajmoprimac je saglasan da obešteti Zajmodavca i njegove zastupnike i da pokrije sve zahteve, uključujući opravdane troškove pravnih usluga i sudskih troškova povezanih sa izvršenjem bilo koje faze Ugovora.

8.7. Zajmoprimac će u potpunosti postupati u skladu sa propisima koji se mogu na njega primenjivati, ukoliko bi nepoštovanje istih u značajnoj meri ugrozilo njegovu sposobnost da ispuni obaveze preuzete ovim Ugovorom.

8.8. Zajmoprimac će obavestiti Zajmodavca o bilo kom Slučaju Neizvršenju (i radnjama, ukoliko postoje, koje su preuzete radi sanacije istih) odmah nakon što sazna za njihov nastanak.

8.9. Zajmoprimac će potpisati ugovor o zalozi pokretnih stvari sa Zajmodavcem radi uspostavljanja zaloge nad Opremom radi obezbeđenja svih potraživanja Zajmoprimca po ili u vezi sa ovim Ugovorom. Forma ugovora o zalozi pokretnih stvari data je kao **prilog 4** ovog Ugovora ("**Ugovor o zalozi**").

8.10. Zajmoprimac će u roku od 15 radnih dana od dana povlačenja/plaćanja Zajma, dostaviti Zajmodavcu kopiju važeće saobraćajne dozvole za Opremu koja je uredno izdata na ime Zajmoprimca (ili originala druge vlasničke dokumentacije koja se odnosi na Opremu, u pogledu one opreme za koju se ne izdaje saobraćajna dozvola u skladu sa važećim propisima).

8.11. Zajmoprimac će ispunjavati obaveze po Ugovoru o zalozi.

9. Izjave

9.1. Zajmoprimac izjavljuje da na datum ovog Ugovora kao i na datum povlačenja/plaćanja Zajma:

9.1.1. nije insolventan niti postoji pretnja od insolventnosti, stečaja ili likvidacije; te da nije pokrenut postupak stečaja, restrukturiranja, reorganizacije ili likvidacije, niti postoji osnov da isti budu pokrenuti;

9.1.2. njegova finansijska situacija omogućava otplatu Zajma u skladu sa Ugovorom;

9.1.3. je u potpunosti ovlašćen da zaključi Ugovor kao i da izvrši bilo koju obavezu koja proističe iz Ugovora kao i da su

the necessary consent types (including of the Borrower's authorities) have been granted in the appropriate procedure;

9.1.4. the execution by the Borrower of the Agreement does not constitute contravention of any law or of any decision of an administrative authority or order of the court or administrative decision, or the Borrower's constitutional documents, or any agreement binding on it;

9.1.5. it is not in arrears with payment of tax liabilities or contributions payable to the relevant authorities; and

9.1.6. by signing of the Agreement, the Borrower (a legal person or an individual) further represents that the resources used for the performance of the Agreement were not generated by criminal activity and that subject of the Agreement will not be used for terrorism financing.

10. Insurance

10.1. The Borrower shall insure the Equipment (himself and at its own expense) against the risks and losses stipulated under this Article 10, for the entire Loan Term, where the insured sum may not be lower than the Equipment purchase price.

10.2. Equipment insurance policy conditions shall be as follows:

10.2.1. the Lender shall be named as an additionally insured person under relevant policy where any insured proceeds shall be paid to the Lender; and

10.2.2. rights under the policy in case of partial or total loss to be transferred in favor of the Lender, through the certificate of claims assignment issued by the insurer - to be used if the Lender may not collect insurance receivables as additionally insured; and

10.2.3. relevant insurance policy or underlying document shall acknowledge that the Equipment is pledged in favour of the Lender under the Pledge Agreement;

10.2.4. it shall cover/entail at least following:

- full automobile-casco insurance that includes following risks (Traffic Accidents, Damages caused by sudden thermal or chemical impacts from the outside, Falling or impact of an object, provided such object is not the component of the insured subject matter, Fire, Lightning, Explosion, other than explosion of nuclear energy, Windstorm, Hail, Snow avalanche and snow and ice falling on a vehicle, Falling aircraft, Manifestations or demonstrations, Earthquake, Malicious actions or wantonness of third parties, Malicious damage to an Insured object in order to prevent a more substantial damage, and measures undertaken to minimize or avert a damage, Floods, torrents and high waters, Flooding of a vehicle, Landslide or subsidence of land and rocks, theft of a vehicle (unauthorised use of a vehicle belonging to a third party, grand theft, larceny by coercion and robbery of the entire vehicle or its components) or parts thereof including

pribavljene sve potrebne vrste saglasnosti (uključujući i saglasnost organa Zajmoprimca) u skladu sa odgovarajućom procedurom;

9.1.4. zaključenje Ugovora od strane Zajmoprimca ne predstavlja kršenje zakona niti bilo koje odluke administrativnih organa ili naredbe suda ili upravne odluke ili Zajmoprimčevog osnivačkog dokumenta ili bilo kog ugovora povezanog sa istim;

9.1.5. Zajmoprimac ne kasni sa izmirivanjem poreskih obaveza ili doprinosa prema nadležnim organima; i

9.1.6. potpisivanjem ovog Ugovora, Zajmoprimac (pravno lice ili pojedinac) dalje izjavljuje da sredstva koja se koriste za ispunjenje ovog Ugovora nisu pribavljena kriminalnim djelovanjem i da predmet Ugovora neće biti korišten za finansiranje terorizma.

10. Osiguranje

10.1. Zajmoprimac će osigurati Opremu (sam i o sopstvenom trošku) protiv svih rizika i štete navedenih u ovom Članu 10, za ceo Period trajanja zajma, pri čemu osigurani iznos ne može biti manji od iznosa kupoprodajne cene Opreme.

10.2. Uslovi polise osiguranja u vezi sa Opremom biće kako sledi:

10.2.1. Zajmodavac će biti označen kao dodatni osigurani po predmetnoj polisi, pri čemu će bilo kakav osigurani iznos biti isplaćen Zajmodavcu; i

10.2.2. prava u slučaju delimične ili totalne štete će biti preneti u korist Zajmodavca putem vinkulacije koju je izdao osiguravač – koristi se u slučaju ako Zajmodavac ne može da primi potraživanja po polisi kao dodato osigurni; i

10.2.3. relevantna polisa o osiguranju ili pripadajuća dokumenta će konstatovati da je Oprema založena u korist Zajmodavca po Ugovoru zalozi;

10.2.4. pokriće/obuhvatiće sledeće najmanje:

- potpuno auto-kasko osiguranje koje uključuje sledeće rizike (saobraćajne nezgode, oštećenja prouzrokovana iznennadnim ili hemijskim delovanjem spolja, pada ili udara nekog predmeta pod uslovom da taj predmet nije sastavni deo predmeta osiguranja, požara, udara groma, eksplozije osim eksplozije nuklearne energije, oluje, grada, snežne lavine kao i pada snega i leda na vozilo, pad vazdušne letelice, manifestacije i demonstracije, zemljotres, zlonamernih postupaka ili obesti trećih lica, namerno prouzrokovane štete na osiguranoj stvari radi sprečavanja veće štete kao i mere preduzete za sprečavanje ili otklanjanje štete, poplava bujica i visoka voda, potapanje vozila, odron zemljišta ili obrušavanje zemljišta i stena, krađa vozila u celini (neovlašćeno korišćenje tuđeg vozila, teška krađa, razbojnička krađa i razbojništvo, celog vozila ili sastavnih delova vozila) ili delova vozila uključujući stakla,

glasses, mirrors, light devices etc.);

ogledala, svetlosne uređaje i sl);

- excesses in the Equipment insurance will not exceed 10% of its sum insured. Deductibles/franchise due to the Equipment insurance will not exceed 10 % of the sum insured;
- if the Equipment is approved for road traffic, the insurance must constitute third-party liability of possessors of mechanically propelled vehicle for losses caused by movement of such vehicles (motor third-party liability insurance).

- učešće u osiguranju Opreme neće prevazići 10% osigurane sume. Odbici/franšize usled osiguranja Opreme neće prevazilaziti 10% osigurane sume;

- ukoliko je za Opremu odobreno učešće u saobraćaju, osiguranje se mora sastojati i od odgovornosti trećih lica koja poseduju vozila na mehanički pogon za štetu nastalu kretanjem takvih vozila (obavezno osiguranje od odgovornosti prema trećim licima).

10.3. The Borrower hereby grants the Lender powers of attorney to take any actions connected with the Equipment insurance policy, including to enter into a Equipment insurance agreement where this obligation is not complied with by the Borrower. In such case, the Lender will charge to the Borrower all such costs and the Borrower undertakes to reimburse the Lender for them without delay, upon first request. The aforesaid does not release the Borrower from any obligations arising from that Equipment insurance policy.

10.3. Zajmoprimac ovim putem daje Zajmodavcu punomoćje da preuzme bilo koju radnju u vezi sa polisom osiguranja Opreme, uključujući ovlašćenje da zaključi ugovor o osiguranju Opreme, u slučaju da ova obaveza nije ispunjena od strane Zajmoprimca. U takvom slučaju, Zajmodavac će naplatiti od Zajmoprimca sve takve troškove i Zajmoprimac se obavezuje da nadoknadi iste Zajmodavcu bez odlaganja, na prvi zahtev. Napred navedeno ne oslobađa Zajmoprimca od bilo koje obaveze koja proističe iz polise osiguranja Opreme.

10.4. All the changes in the Equipment insurance policy and information that may be requested from the Borrower by the insurance company, will be signed and/or provided to the insurance company only upon the Lender's prior consent

10.4. Sve promene u polisi osiguranja Opreme i informacije koje osiguravajuća kompanija može tražiti Zajmoprimcu, biće potpisane i/ili dostavljene osiguravajućem društvu samo po dobijanju prethodne saglasnosti Zajmodavca;

10.5. Where validity of the Equipment insurance policy ends before the end of the Loan Term, the Borrower will be obliged to extend the policy term for an additional period (for additional periods), subject to the same terms and conditions and in a way that achieves the insurance continuation. The Borrower will provide the Lender with appropriate documents confirming extension of the Equipment's insurance policy, in accordance with the provision of the preceding sentence, at least 15 days prior to the expiry of the previous policy term of the Equipment insurance.

10.5. U slučaju da polisa osiguranja Opreme prestane da važi pre isteka Perioda trajanja zajma, Zajmoprimac ima obavezu da produži važenje polise za dodatni period (za dodatne periode), pod istim uslovima i na način da se ostvari kontinuitet osiguranja. Zajmoprimac će dostaviti Zajmodavcu odgovarajuću dokumentaciju, koja potvrđuje da je došlo do produženja polise osiguranja Opreme, u skladu sa odredbom navedenoj u prethodnoj rečenici, najmanje 15 dana pre isteka prethodne polise osiguranja Opreme.

10.6. Any insured events covered by the Equipment related insurance policy company will be notified to the insurance company and the Lender by the Borrower without delay; however, not later than on the day following the occurrence of an insured event. The Borrower undertakes to use all the measures available to it in order to mitigate the loss and secure the endangered property, including the Equipment, against further damage.

10.6. Svaki osigurani slučaj pokriven polisom osiguranja u vezi sa Opremom biće saopšten osiguravajućem društvu i Zajmodavcu od strane Zajmoprimca bez odlaganja, ali ne kasnije od sledećeg dana nakon nastupanja osiguranog slučaja. Zajmoprimac se obavezuje da preduzme sve dostupne mere kako bi ublažio štetu i osigurao ugroženu imovinu, uključujući Opremu, od nastanka dalje štete.

10.7. The Borrower is fully liable towards third parties for any losses caused by the Equipment or in connection with its possessing.

10.7. Zajmoprimac snosi punu odgovornost prema trećim licima za bilo koju štetu prouzrokovanu Opremom ili u vezi sa posedovanjem iste.

10.8. A refusal to grant or pay compensation, or a legal dispute about compensation pending with the insurance company, will not release the Borrower from making timely payments arising from the Loan Agreement, in particular the payment of Instalments.

10.8. Odbijanje da se plati ili izvrši kompenzacija ili trajanje spora, u vezi kompenzacije sa osiguravajućim društvom, ne oslobađa Zajmoprimca od obaveze blagovremenog plaćanja po osnovu Ugovora o zajmu, posebno u pogledu plaćanja Rata.

10.9. In the case of a loss consisting of stealing the Equipment or its fixtures/fittings, the Borrower will be obliged to notify the police without delay, however, not later than within 12 hours from being informed about stealing the Equipment or its fixtures/fittings, and to notify the Lender thereof no later than on the next business day. If the Equipment is damaged, the Borrower or a person authorised thereby should not attempt to repair the Equipment without the loss being notified in advance

10.9. U slučaju da se šteta sastoji od krađe Opreme ili njenih delova/opreme, Zajmoprimac će biti obavezan da obavesti policiju, bez odlaganja, ali najkasnije 12 sati od kada je informisan o krađi Opreme ili pripadajućih delova/opreme, kao i da obavesti Zajmodavca najkasnije sledećeg radnog dana. Ukoliko je Oprema oštećena, Zajmoprimac ili ovlašćena osoba ne treba da pokušaju da poprave Opremu bez prethodnog obaveštavanja osiguravajućeg društva o šteti

to the insurance company and an inspection being carried out by an insurance company representative and without notifying the Lender beforehand. The burden of proving notification of the police and the Lender rests with the Borrower.

11. Events Of Default

11.1. Each of the events or circumstances set out in this Article 11 is an event of default (the "Event of Default"):

11.1.1. the Borrower does not pay on the due date any amount payable pursuant to this Agreement (which was remedied within 30 business days as of the due date);

11.1.2. a breach of any undertaking, representation and/or obligation stipulated under Articles 8, 9, 10, 13 and/or 14 of this agreement (which was remedied within 10 business days as of the date on which the breach occurred);

11.1.3. it is or becomes unlawful for the Borrower to perform any of its obligations towards the Lender;

11.1.4. it is or becomes unlawful for the Lender to be the party under this Agreement as per Polish anti-money laundering and terrorism financing regulations (but in any case because of reasons not attributable to the Lender);

11.2. The Parties expressly agree that any event of default declared by the Lender under any other agreement between the Lender and the Borrower and/or the Lender and the Borrower's affiliate shall be considered as an Event of Default under this Agreement.

12. Acceleration

12.1. On and at any time after the occurrence of an Event of Default the Lender may, by notice to the Borrower:

12.1.1. cancel further utilization/withdrawal of the Loan;

12.1.2. declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under this Agreement be immediately due and payable, whereupon they shall become immediately due and payable;

12.1.3. declare that all or part of the Loan be payable on demand of the Lender, whereupon they shall be immediately payable on demand of the Lender.

12.1.4. activate the pledge.

13. AML Regulations

i bez sprovedene inspekcije od strane predstavnika osiguravajućeg društva kao ni bez prethodnog obavještenja Zajmodavca. Teret dokazivanja obaveštavanja policije i Zajmodavca snosi Zajmoprimac.

11. Slučajevi neizvršenja

11.1. Svaki od slučajeva ili okolnosti koji su navedeni u ovom Članu 11 predstavlja slučaj neizvršenja („Slučaj Neizvršenja“):

11.1.1. Zajmoprimac ne izvrši plaćanje na dan dospelosti bilo kojeg iznosa koji je dospeo za plaćanje u skladu sa ovim Ugovorom (a koje nije ispravljeno u roku od 10 radnih dana od dana dospelosti);

11.1.2. povreda bilo koje garancije, izjave i/ili obaveze po Članovima 8, 9, 10, 13 i/ili 14 (a koja nije ispravljena u roku od 10 radnih dana od dana nastupanja iste);

11.1.3. ukoliko je ili postane nezakonito za Zajmoprimca da izvrši bilo koju od obaveza prema Zajmodavcu;

11.1.4. Ukoliko je ili postane nezakonito za Zajmodavca da bude strana po ovom ugovoru shodno propisima o sprečavanju pranja novca i finansiranja terorizma u Poljskoj (ali u svakom slučaju, zbog razloga koji se ne mogu pripisati Zajmodavcu).

11.2. Ugovorne strane su izričito saglasne da se bilo koji slučaj neizvršenja obaveza koje je Zajmodavac proglasio po bilo kom drugom ugovoru između Zajmodavca i Zajmoprimca ili Zajmodavca i povezanog lica Zajmoprimca smatraće se Slučajem Neizvršenja po ovom Ugovoru.

12. Prevrmena dospelost

12.1. U vreme nastupanja ili u bilo koje vreme nakon nastupanja Slučaja Neizvršenja obaveza Zajmodavac može, uz obaveštenje Zajmoprimcu:

12.1.1. otkazati dalje korišćenje/povlačenje Zajma;

12.1.2. proglasiti deo ili celokupni iznos Zajma uz pripadajuću kamatu i druge iznose koji su zaračunati ili dospeli na osnovu ovog Ugovora odmah plativim i dospelim, na osnovu čega će postati odmah plativi i dospeli;

12.1.3. proglasiti deo ili celokupni iznos Zajma plativim na poziv Zajmodavca, na osnovu čega će biti odmah plativ na poziv Zajmodavca.

12.1.4. aktivirati zalogu.

13. Propisi o sprečavanju pranja novca

13.1. In order to enable the Lender to fulfil his obligation under the Polish anti-money laundering and terrorism financing regulations the Borrower shall:

13.1.1. immediately upon the Lender's first request provide to the Lender all statements, documents and information that might be required or useful under aforementioned anti-money laundering and terrorism financing regulations; and

13.1.2. deliver written notification to the Lender on update of any identification data (including company name, address of residence/seat, registration authority) provided for the Agreement execution purposes, within 7 days from the date of relevant change date.

13.2. On the date of this Agreement, the Borrower (and/or its authorised representatives – natural persons) executed Statement regarding Politically Exposed Persons, draft of which is attached as Schedule 5 hereto.

14. Data protection

14.1. On the date of this Agreement, the Borrower (and its authorised representatives – natural persons) executed personal data protection note, draft of which is attached as Schedule 6 hereto (the "DP Notice") and which is an integral part of this Agreement.

14.2. Upon first request of the Lender, the Borrower shall execute updated DP Notice or similar/equivalent document (and/or will procure that its employees and/or representatives execute such document) whenever such obligation exists under the Montenegrin, EU or Polish regulations.

15. Indemnities

15.1. The Borrower will indemnify the Lender upon demand in respect of any and all amounts which become payable by the Lender in connection with the making of the Loan or the Loan being outstanding, including without limitation in respect of fees, costs and indemnities incurred by it under agreements it may enter into in order to fund the Loan.

16. Severability

16.1. If, at any time, any provision of this Agreement is or becomes invalid illegal or unenforceable this will not affect or impair the validity or enforceability of the other provisions of this Agreement. In case of any such invalidity, illegality or unenforceability, the Parties shall take all reasonable steps to realise the intention of the invalid, illegal or unenforceable provision, including making any amendments or supplements to this Agreement.

16.2. This Agreement constitutes the full and entire agreement between the Parties with regard to the subject matters that it addresses. Any term of this Agreement may be amended only

13.1. Radi omogućavanja Zajmodavca da ispuni svoje obaveze po propisima Poljske o sprečavanju pranja novca i finansiranju terorizma, Zajmoprimac će:

13.1.1. odmah po prvom pozivu Zajmodavca, dostaviti Zajmodavcu sve izjave, dokumenta i informacije koje mogu biti potrebne ili korisne shodno prethodno pomenutim propisima o sprečavanju pranja novca i finansiranju terorizma; i

13.1.2. dostaviti pisano obaveštenje Zajmodavcu radi ažuriranja bilo kakvih identifikacionih podataka (uključujući ime, adresu/sedište, organ kod kog je registrovan) koji su dostavljeni radi zaključenja ovog Ugovora, a u roku od 7 dana od dana relevantne promene.

13.2. Na dan ovog Ugovora, Zajmoprimac (i / ili njegovi ovlašćeni predstavnici - fizička lica) potpisao je Izjavu o političkim eksponiranim licima, čiji je nacrt priložen kao Prilog 5 ovog dokumenta.

14. Zaštita podataka

14.1. Na dan ovog Ugovora, Zajmoprimac (i njegovi zastupnici fizička lica – ako je primenljivo) je potpisao obaveštenje o zaštiti ličnih podataka, nacrt kog je priložen kao Prilog 6 ovog Ugovora („DP Obaveštenje“) i čini sastavni dio ovog Ugovora.

14.2. Na prvi poziv Zajmodavca, Zajmoprimac će potpisati ažurirano DP Obaveštenje ili drugi sličan/istovetni dokument (i/ili će obezbediti da njegovi zaposleni i/ili predstavnici potpišu takav dokument) kada god takva obaveza postoji po pravu Crne Gore, Evropske Unije ili Poljske.

15. Odšteta

15.1. Zajmoprimac je dužan da nadoknadi štetu Zajmodavcu po zahtevu u bilo kom i celokupnom iznosu koji postane plativ od strane Zajmodavca u vezi sa odobravanjem Zajma ili u vezi sa postojanjem Zajma, uključujući, bez ograničenja, takse, troškove i odštete koje je imao u skladu sa ugovorima koje je sklopio kako bi finansirao Zajam.

16. Delimična ništavost

16.1. Ukoliko u bilo kom trenutku neka odredba ovog Ugovora bude ili postane nevažeća, nezakonita ili neizvršiva, to neće uticati ni ugroziti validnost i izvršivost ostalih odredbi ovog Ugovora. U slučaju takve nevažnosti, nezakonitosti ili neizvršivosti, Ugovome Strane će preduzeti sve razumne korake da bi se ostvarila namera nevažeće, nezakonite ili neizvršive odredbe, uključujući i sačinjavanje izmena ili dopuna ovog Ugovora.

16.2. Ovaj Ugovor predstavlja potpuni dogovor i sporazum između Ugovornih Strana u pogledu predmeta ovog Ugovora. Bilo koja odredba ovog Ugovora se može izmeniti i dopuniti

upon the written consent of the Parties.

17. Reporting of the Agreement

17.1. The Borrower is obliged to carry out all notification, registration or application formalities required under laws of the Montenegro with regard to this Agreement. The Borrower shall bear all the costs related to such formalities.

18. Notices

18.1. All notices and other communication in relation to this Agreement shall be in writing. Except where imperative provisions of the law applicable in Montenegro require otherwise, such notices, requests or other communication may be delivered by hand, registered mail, fax or established courier service to the Party's address and fax number as such Party notifies the other Party from time to time and will be effective upon the receipt or, in the case of delivery by hand, registered mail or by established courier service, upon the refusal to accept the delivery, and in the case of delivery by fax, on confirmation of successful transmission from the sender's fax equipment.

19. Certificate

19.1. A certificate from the Lender as to the amount at any time due from the Borrower to the Lender under this Agreement, in the absence of manifest error, shall be conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of the determination.

20. Language / Counterparts

20.1. This Agreement is entered into in English and Montenegrin language. In case of any discrepancy between the two language versions, the English version of this Agreement shall prevail.

20.2. This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

21. Governing Law and Jurisdiction

21.1. This Agreement shall be governed and construed in accordance with the substantive laws of Montenegro.

21.2. Any dispute arising under or in relation to this Agreement shall be resolved by the competent court in Podgorica and each of the Parties accepts irrevocably the exclusive jurisdiction of such court.

samo uz pisanu saglasnost Ugovornih Strana.

17. Prijavljivanje Ugovora

17.1. Zajmoprimac je obavezan da izvrši sva izveštavanja, registracije i prijave koje za ovaj Ugovor nalažu propisi Crne Gore. Zajmoprimac će snositi sve troškove koji proisteknu u vezi sa tim registracijama i prijavama.

18. Obaveštenja

18.1. Sva obaveštenja i druga komunikacija po osnovu ovog Ugovora će biti sačinjena u pisanoj formi. Osim ukoliko imperativne odredbe zakona važećih u Crne Gore ne zahtevaju drugačije, takva obaveštenja, zahtevi i druga saopštenja mogu biti isporučena lično, preporučenom poštom, faksom ili postojećom kurirskom službom na adrese i brojeve faksa Ugovornih Strana, o kojima Ugovorna Strana obavesti drugu Ugovornu Stranu s vremena na vreme, i biće važeći po prijemu ili, u slučaju lične isporuke, isporuke preporučenom poštom ili isporuke preko kurirske službe, po odbijanju da se isporuka prihvati, a u slučaju slanja faksom, po potvrdi uspešnog prenosa putem faks uređaja pošiljaoca.

19. Potvrda

19.1. Potvrda Zajmodavca u vezi sa iznosom koji u nekom trenutku duguje Zajmoprimac po ovom Ugovoru će biti, u odsustvu očigledne greške, konačan dokaz činjenica na koje se odnosi i sadržaće razumnu meru pojedinosti koje su bile osnova za određivanje.

20. Jezik / Primerci ugovora

20.1. Ugovor je zaključen na engleskom i crnogorskom jeziku. U slučaju nesaglasnosti između verzija, verzija Ugovora na engleskom jeziku će biti preovlađujuća.

20.2. Ovaj ugovor može biti potpisan u bilo kom broju primeraka, od kojih svaki, kada bude potpisan, čini duplikat originala, ali svi primerci zajedno čine jedan ugovor. Pri tome, ni jedan primerak Ugovora neće proizvoditi dejstvo dok svaka Ugovorna Strana ne potpiše bar jedan primerak.

21. Merodavno pravo i sudska nadležnost

21.1. Za ovaj Ugovor je merodavno materijalno pravo Crne Gore.

21.2. Bilo koji spor koji proistekne ili je u vezi sa ovim Ugovorom će biti rešen pred nadležnim sudom u Podgorici i svaka Ugovorna Strana neopozivo prihvata isključivu nadležnost tog suda.

22. Assignment

22.1. The Borrower can assign or transfer this Agreement or rights under this Agreement only with the consent of the Lender, provided that such assignment or transfer do not violate laws of the Montenegro.

22. Ustupanje

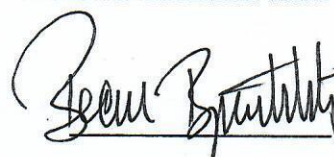
22.1 Zajmoprimac može ustupiti ili preneti ovaj Ugovor ili prava koja proističu iz ovog Ugovora samo uz saglasnost Zajmodavca, pod uslovom da to ustupanje ili prenos nisu u suprotnosti sa propisima Crne Gore.

THE LENDER/ZAJMODAVAC


Name / Ime: **Magdalena Paćzek**
Position / Funkcija: **Customer Service Support Manager**




THE BORROWER/ZAJMOPRIMAC


Name / Ime: **Veselin Vukićević**
Position / Funkcija: **Mayor of Opština Žabljak**

Schedule 1 Basic parameters of the Loan as of the Agreement date

/

Prilog 1 – Osnovni parametri Zajma na datum Ugovora

Net Loan amount	110 330,00 EUR	Neto iznos Zajma	110 330,00 EUR
Percentage of Equipment value financed by the Loan		Procenat vrednosti Opreme koja se finansira Zajmom	
Interest rate	3.380000%	Kamatna stopa	3.380000%
Collateral	Registered Pledge Agreement;	Sredstvo obezbeđenja	Registrovani Ugovor o Zalozi;
	Additionally insured under the Equipment insurance agreement/policy;		Prenos potraživanja iz Ugovora o osiguranju Opreme;
Loan Agreement Expiry Date:	2022-07-21	Datum isteka Ugovora o zajmu:	2022-07-21

Schedule 2 Drawdown Request /

Prilog 2 – Zahtev za povlačenje

From: **OPŠTINA ŽABLJAK**

84220 Žabljak, TRG DURMITORSKIH RATNIKA 1

To: **Caterpillar Financial Services Poland Sp. z o.o.**

ul. Prosta 51, Warsaw, Poland

Date: 2022-04-19

Od: **OPŠTINA ŽABLJAK**

84220 Žabljak, TRG DURMITORSKIH RATNIKA 1

Za: **Caterpillar Financial Services Poland Sp. z o.o.**

ul. Prosta 51, Warsaw, Poland

Datum: 2022-04-19

We refer to the Loan Agreement entered into between **OPŠTINA ŽABLJAK** and **Caterpillar Financial Services Poland Sp. z o.o.** on 2022-04-19. This is a drawdown request. Words and expressions defined in the Loan Agreement have the same meaning in this drawdown request.

We give you notice that we wish to draw down the Loan:

Amount: **110 330,00 EUR**

Drawdown date: not later than 2022-07-21

The Tranche is to be made available by credit to the Seller's bank account: CH64 0825 2010 1579 C001 E.

This drawdown request is irrevocable.

Pozivamo se na Ugovor o zajmu koji je zaključen između **OPŠTINA ŽABLJAK** i **Caterpillar Financial Services Poland Sp. z o.o.** dana 2022-04-19. Ovo je zahtev za povlačenje. Reči i izrazi definisani u Ugovoru o zajmu imaju isto značenje u ovom zahtevu za povlačenje.

Dajemo vam obaveštenje da želimo da povučemo sledeći iznos Tranše Zajma:

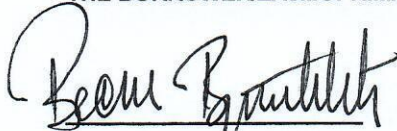
Iznos: **110 330,00 EUR**

Dan povlačenja: povući/uplatiti do 2022-07-21

Iznos Tranše nam uplatite na bankovni račun Prodavca: CH64 0825 2010 1579 C001 E.

Ovaj zahtev za povlačenje je neopoziv.

THE BORROWER/ZAJMOPRIMAC



Name / Ime: **Veselin Vukićević**

Position / Funkcija: **Mayor of Opština Žabljak**



Schedule 3 / Raspored nr 3

Of the Financial Loan Agreement no. PO/MO-000049 dated 2022-04-19 concluded between Caterpillar Financial Services Poland Sp. z o. o. and OPŠTINA ŽABLIJAK

Ugovor o zajmu broj PO/MO-000049 od 2022-04-19 zaključen između Caterpillar Financial Services Poland Sp. z o.o. i OPŠTINA ŽABLIJAK.

The Loan repayment Schedule/Plan otplate kredita

No	Net capital/Glavnica	Net interest/Kamata	Gross payment/Plaćanje	Currency/Valuta
01	4449.89	310.76	4760.65	EUR
02	4462.42	298.23	4760.65	EUR
03	4474.99	285.66	4760.65	EUR
04	4487.59	273.06	4760.65	EUR
05	4500.23	260.42	4760.65	EUR
06	4512.91	247.74	4760.65	EUR
07	4525.62	235.03	4760.65	EUR
08	4538.37	222.28	4760.65	EUR
09	4551.15	209.50	4760.65	EUR
10	4563.97	196.68	4760.65	EUR
11	4576.83	183.82	4760.65	EUR
12	4589.72	170.93	4760.65	EUR
13	4602.65	158.00	4760.65	EUR
14	4615.61	145.04	4760.65	EUR
15	4628.61	132.04	4760.65	EUR
16	4641.65	119.00	4760.65	EUR
17	4654.72	105.93	4760.65	EUR
18	4667.83	92.82	4760.65	EUR
19	4680.98	79.67	4760.65	EUR
20	4694.16	66.49	4760.65	EUR
21	4707.39	53.26	4760.65	EUR
22	4720.65	40.00	4760.65	EUR

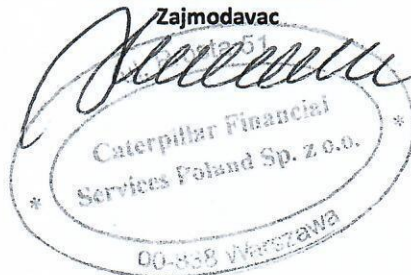
23	4733.94	26.71	4760.65	EUR
24	4748.12	13.37	4761.49	EUR



Veselin Vukićević
Mayor of Opština Žabljak
 On behalf of the Borrower / Zajmoprimac

[Handwritten signature of Veselin Vukićević]

Magdalena Pączek
Customer Service Support Manager
 On behalf of the Lender /
 Zajmodavac



[Handwritten signature of Magdalena Pączek]

Schedule 4 Form of the Movables Assets Pledge Agreement

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Prilog 4 – Forma Ugovora o zalozi pokrentih stvari

Schedule 5 STATEMENT REGARDING POLITICALLY EXPOSED PERSONS

/

Prilog 5 IZJAVA O POLITIČKI IZLOŽENIM LICIMA

STATEMENT REGARDING POLITICALLY EXPOSED PERSONS	IZJAVA O POLITIČKI IZLOŽENIM LICIMA
<p>This document is an appendix to the Loan Agreement No PO/MO-000049 dated 2022-04-19, concluded between</p> <p>Caterpillar Financial Services Poland Sp. z o. o.,</p> <p>and</p> <p>OPŠTINA ŽABLJAK</p> <p>84220 Žabljak, TRG DURMITORSKIH RATNIKA 1</p>	<p>Ovaj dokument je prilog Ugovora o zajmu Br. PO/MO-000049 od 2022-04-19, zaključenog između</p> <p>Caterpillar Financial Services Poland Sp. z o. o.,</p> <p>i</p> <p>OPŠTINA ŽABLJAK</p> <p>84220 Žabljak, TRG DURMITORSKIH RATNIKA 1</p>
<p>I hereby declare that the below information is provided in accordance with the facts:</p> <p>Address:</p> <p>ID card number:</p> <p>Personal identification number:</p>	<p>Ja,.....</p> <p>ovde izjavljujem da su sledeće informacije pružene u skladu sa činjenicama:</p> <p>Adresa:</p> <p>Broj lične karte:.....</p> <p>Lični identifikacioni broj:</p>
<p>DECLARATION CONCERNING POLITICALLY EXPOSED PERSONS</p> <p><i>I hereby declare that to my best knowledge I am not:</i></p> <p>A. a politically exposed person as defined in Polish Act of March 1st, 2018 on preventing money laundering and financing terrorism (or Directive 2015/849 of the European Parliament and of the Council of May 20 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC), in accordance to which politically exposed persons are understood as natural persons holding prominent positions or performing prominent functions and include the following:</p> <ul style="list-style-type: none"> a) heads of state, heads of government, ministers, deputy ministers or assistant ministers, b) members of parliament or similar legislative bodies, c) members of the governing bodies of political parties, d) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances; e) members of court of auditors, members of the board of 	<p>IZJAVA O POLITIČKI IZLOŽENIM LICIMA</p> <p>Izjavljujem da su u skladu sa mojim najboljim saznanjem nisam:</p> <p>A. politički izloženo lice, definisano Poljskim zakonom od 01 Marta 2018. godine o sprečavanju pranja novca i finansiranju terorizma (ili Direktivom 2015/849 Evropskog Parlamenta i saveta od 20 Maja 2015. godine o sprečavanju korišćenja finansijskih sistema potrebe pranja novca ili finansiranja terorizma, Propisa o izmenama (EU) br. 648/2012 Evropskog Parlamenta i Saveta i ukidajuće Direktive 2005/60/EX Evropskog parlamenta i Saveta i Direktive Komisije 2006/70/EC) u skladu sa kojom, politički izložena lica podrazumevaju fizička lica koja se nalaže na istaknutim pozicijama ili obavljaju istaknute funkcije i uključuju sledeće:</p> <ul style="list-style-type: none"> a) šefove države, šefove vlada, ministre, zamenike ministara ili asistente ministara; b) članove parlamenta ili sličnih zakonodavnih tela; c) članove upravljačkih organa političkih partija; d) članove vrhovnih sudova, ustavnih sudova i drugih visokih sudskih instanci, odluke koje nisu podložne daljem pravu žalbe, osim u izuzetnim slučajevima;

<p>a central bank,</p> <p>f) ambassadors, chargés d'affaires and high-ranking officers in the armed forces,</p> <p>g) members of the administrative, management or supervisory bodies of State-owned enterprises,</p> <p>h) directors, deputy directors and members of the board or equivalent function of an international organization,</p>	<p>e) članovi suda revizora, članovi odbora centralne banke;</p> <p>f) ambasadore, otpravnike poslova i visoko pozicionirane oficire u oružanim snagama;</p> <p>g) članove administrativnih, upravljačkih ili nadzornih tela privrednih društava u vlasništvu države;</p> <p>h) direktore, zamenike direktora i članove odbora ili ekvivalentne funkcije međunarodnih organizacija,</p>
<p>B. a family member of a politically exposed person including:</p>	<p>B. član porodice politički izloženog lica, uključujući:</p>
<p>a) the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person;</p> <p>b) the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;</p> <p>c) the parents of a politically exposed person.</p>	<p>a) supružnike, ili osobe za koje se smatra da su ekvivalent supružnika politički izloženog lica;</p> <p>b) deca i njihovi supružnici ili lica za koja se smatra da su ekvivalent supružnika politički izložene osobe;</p> <p>c) roditelji politički izložene osobe.</p>
<p>C. a person known to be close associate of a politically exposed person, including:</p>	<p>C. osobe za koje je poznato da su bliski saradnici politički izloženog lica, uključujući:</p>
<p>a) natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person;</p> <p>b) natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.</p>	<p>a) fizička lica za koja je poznato da imaju zajedničko krajnje vlasništvo nad pravnim licima ili pravnim sporazumima ili bilo kojim drugim bliskim poslovnim odnosima sa politički izloženom osobom;</p> <p>b) fizička lica koja su jedini krajni vlasnici pravnog lica ili pravnog sporazuma za koji je poznato da je de facto uspostavljen u korist politički izloženog lica.</p>
<p><i>I am aware that providing false information shall incur criminal liability.</i></p>	<p>Svestan sam da pružanje lažnih informacija podleže krivičnom zakonu.</p>
<p>Name / Ime: <u>Beau Zrutić</u></p> <p>Position / Funkcija:</p> <p>Date:</p>	<p>Ime: <u>Beau Zrutić</u></p> <p>Funkcija:</p> <p>Datum:</p>



Schedule 6 Personal Data Protection Notice and Marketing Consents

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Prilog 6 – Obaveštenje u vezi sa zaštitom podataka o ličnosti i Marketing saglasnostima

Appendix No. 6 Part A		Prilog br. 6 deo A	
(to the Loan Agreement number PO/MO-000049)		(Ugovora o zajmu broj PO/MO-000049)	
Personal Data Protection Notice		Obaveštenje o zaštiti podataka o ličnosti	
DATA PROTECTION NOTICE: Caterpillar Financial Services Poland sp. z o.o.;		OBAVEŠTENJE O ZAŠTITI PODATAKA: Caterpillar Financial Services Poland sp. z o.o.;	
1. This privacy notice provides specific information on who is processing your data, how and why it is being processed and your rights with regards to the control of your data when applying for financing through Caterpillar Financial Services Poland sp. z o.o.		1. Ovo obaveštenje o privatnosti pruža specifične informacije o tome ko obrađuje Vaše podatke, kako i zašto se isti obrađuju kao i Vaše pravo u odnosu na kontrolu Vaših podataka prilikom prijavljivanja za finansiranje preko Caterpillar Financial Services Poland sp. z o.o.	
2. Caterpillar Financial Services Poland sp. z o.o. and its parent company, Caterpillar Financial Services Corporation, are entities within Caterpillar Inc.'s Financial Products Division.		2. Caterpillar Financial Services Poland sp. z o.o. i njegov osnivač, Caterpillar Financial Services Corporation su Caterpillar Inc. privredna društva u okviru Odeljenja Finansijskih Proizvoda.	
The notice has been updated in conjunction with the EU General Data Protection Regulation (Regulation EU 2016/679), effective in all EU member states in May 2018.		Obaveštenje je ažurirano u skladu sa EU regulativom Opšte zaštite podataka (Propis EU 2016/679), koja je u primeni u svim državama članicama EU od Maja 2018 godine.	
Data Controllers Data controllers are the entities which determine the purposes and means of the processing of personal data	<p>Caterpillar Financial Services Poland sp. z o.o.</p> <p>Address: ul. Prosta 51, 00-838 Warsaw, Poland</p> <p>Registered in the National Court Register under number KRS 0000068724, Telephone: +48 (22) 44 88 700, Email: EEAcompliance@cat.com</p> <p>CATERPILLAR FINANCIAL SERVICES CORPORATION ("CFSC")</p> <p>Address: 2120 West End Avenue, P.O. Box 340001 Nashville, TN, USA 37203-0001 Email: compliance.department@cat.com</p> <p>In the case of questions regarding this data protection notice or to exercise the rights outlined herein contact us at:</p> <p>Address: Caterpillar Financial Services Poland sp. z o.o., ul. Prosta 51, 00-838 Warsaw, Poland Telephone: +48 (22) 44 88 700; Email: EEAcompliance@cat.com</p>	Rukovalac podataka Rukovaoci podataka su subjekti koji određuju svrhu i način obrade ličnih podataka.	<p>Caterpillar Financial Services Poland sp. z o.o.</p> <p>Adresa: Ulica. Prosta 51, 00-838 Varšava, Poljska</p> <p>Registrovan u Nacionalnom sudu za registar pod KRS brojem 0000068724, Telefon: +48 (22) 44 88 700, Email: EEAcompliance@cat.com</p> <p>CATERPILLAR KORPORACIJA FINANSIJSKIH USLUGA ("CFSC")</p> <p>Adresa: 2120 West End Avenue, 340001 Nashville, TN, Sjedinjene Američke Države 37203-0001 Email: compliance.department@cat.com</p> <p>U slučaju pitanja u vezi sa ovim obaveštenjem o zaštiti podataka o ličnosti ili ostvarivanja prava navedenih ovde kontaktirajte nas na:</p> <p>Adresa: Caterpillar Financial Services Poland sp. z o.o., ul. Prosta 51, 00-838 Varšava, Poljska Telefon: +48 (22) 44 88 700; Email: EEAcompliance@cat.com</p>
Type and origin of data Which data do we collect from you and from which sources?	<p>The categories of data which we process in order to process a credit application and administer any related finance contract include:</p> <p>Contact details (e.g. name, surname, address, email address, telephone number, digital signature), date and place of birth, proof of identity documents, personal identification</p>	Tip i poreklo podataka Koje podatke prikupljamo od Vas i iz kojih izvora?	<p>Kategorije podataka koje obrađujemo u cilju obrađivanja zahteva za kredit i upravljanja bilo kojim finansijskim ugovorom uključuju:</p> <p>Kontakt detalje (npr. ime, prezime, adresa, e-mail adresa, broj telefona, datum i mesto rođenja, dokaz o ličnim dokumentima, lični identifikacioni broj, poreski identifikacioni</p>

number, tax identification number, statistical number, credit and financial information necessary to assessing a credit application (including credit history and credit agency scoring, details of personal assets), information regarding your existing financing with us, bank account information, tax documentation and proof of company ownership. We do not process sensitive categories of personal data.

We process data obtained from both (i) direct sources, when you complete our forms or other documents as part of our credit application process or when you use our website; and (ii) indirectly from third party sources including from Caterpillar dealers, central banks, external credit or commercial information agencies, trade registers, market research and the internet.

broj, statistički broj, kredit i finansijske informacije potrebne za procenu kreditnog zahteva (uključujući istoriju zaduženja i ocenu kreditne agencije o detaljima lične imovine), informacije u vezi sa Vašim postojećim finansiranjem od strane nas, informacije o računima u banci, poreskoj dokumentaciji i dokazima o posedovanju kompanije. Mi ne obrađujemo osetljive kategorije ličnih podataka.

Mi obrađujemo podatke pribavljene kako (i) iz direktnih izvora, kada popunite naše formulare ili drugu dokumentaciju kao deo procedure prijave za kredit ili kada koristite naš veb sajt; tako i (ii) indirektno od strane trećih izvora uključujući prodavce Caterpillara, centralne banke, spoljne kredite ili agencija za komercijalne informacije, agencije, trgovinske registre, istraživanja tržišta i interneta.

Primary Processing Purposes

How do we use your data?

To execute and administer finance contracts.

Certain processing of personal data is necessary for the management of finance contracts and conducting pre-contractual measures applicable to the financial product selected, including:

- For issuing financing offers;
- For conducting credit evaluation and making lending decisions;
- Credit checks involving consultation of external credit agency or economic information bureaus files can be conducted to assess creditworthiness prior to entering into the finance contract, in conjunction with the modification of an existing contract or following a default in payment;
- Credit evaluation involves the use of statistical risk models and credit scoring tools; however decisions are never made solely on the basis of these systems;
- For conducting contractual administrative procedures, and financial, risk and accounting management relevant to the financial product selected.
- To administer additional services requested in conjunction with the finance contract (e.g. insurance or servicing and maintenance of machines).
- To respond to your enquiries and provide customer support.
- To support the recovery of deficiencies and enforce our rights in the case of customer default under the finance contract, including initiating legal proceedings.

Ciljevi primarne obrade

Kako koristimo Vaše podatke?

Da izvršimo i administriramo finansijske ugovore.

Određeno obrađivanje ličnih podataka je neophodno za upravljanje finansijskim ugovorima i sprovođenjem predugovornih mera primenljivih na izabrani finansijski proizvod, uključujući:

- Za izdavanje finansijskih ponuda;
- Za sprovođenje procene kredita i donošenje odluke o kreditiranju;
- Provera kredita uključujući konsultaciju spoljne kreditne agencije ili informacije dosijea ekonomskog biroa mogu biti sprovedene kako bi pristupili kreditnoj sposobnosti pre zaključenja finansijskog ugovora, u vezi sa izmenom postojećeg ugovora ili usled omaške u plaćanju;
- Kredita procena uključuje upotrebu statističkog rizik modela i alata za ocenjivanje kredita; Međutim, odluke se nikad ne donose samo na osnovu ovih sistema;
- Za sprovođenje ugovornih administrativnih i finansijskih procedura, rizika i računovodstvenog menadžmenta značajnog za izabrani finansijski proizvod.
- Za upravljanje dodatnim uslugama traženim u vezi sa finansijskim ugovorom (npr. osiguranje ili servisiranje i održavanje mašina).
- Radi pružanja odgovora na Vaše upite i podrške korisnicima.
- Da podrži oporavak nedostataka i sprovede naša prava u slučaju povrede finansijskog ugovora od strane korisnika, uključujući iniciranje pravnih procedura.

	<p>To comply with legal and regulatory obligations applicable to our operations, including:</p> <ul style="list-style-type: none"> • Fulfilment of customer identification requirements under the prevention of money laundering and financing of terrorism laws and sanctions regulations; • Identification and prevention of fraud risk. <p>To secure and protect our interests/assets, including:</p> <ul style="list-style-type: none"> • To monitor and assess our global credit risk exposure; • To deploy and maintain technical and organizational security measures; • To conduct internal audits and investigations. <p>To conduct surveys, including through electronic means, to ascertain your satisfaction with our products and services.</p> <p>To contact you with details of products and services offered by us or other parties.</p> <p>The failure to provide personal data would in some cases have the consequence that the finance contract could not be concluded, including:</p> <ul style="list-style-type: none"> • Where processing is necessary to the administration of the contract or the conducting of pre-contractual measures; • Where processing is necessary to fulfil our legal and regulatory obligations or to exercise our legal rights. <p>In addition to the purposes outlined above, data may be de-identified, in which case it is no longer personal data, and may be processed for other purposes.</p>	<p>Da se uskladi sa pravnim i regulatornim obavezama, koje mogu biti primenjive na naše poslove uključujući:</p> <ul style="list-style-type: none"> • Ispunjavanje zahteva za identifikovanje korisnika u vezi sa prevencijom pranja novca i finansiranja terorizma i propisima o sankcijama; • Identifikaciju i prevenciju rizika prevare. <p>Da obezbedi i zaštiti naše interese/imovinu, uključujući:</p> <ul style="list-style-type: none"> • Nadgledanje i pristup našoj globalnoj bazi izloženosti rizika kredita; • Raspoređivanje i održavanje tehničkih i organizacionih mera sigurnosti; • sprovođenje interne revizije i istrage. <p>Radi sprovođenja ispitivanja, uključujući i putem elektronskih sredstava, radi utvrđivanja Vaše zadovoljstva našim proizvodima i uslugama.</p> <p>Da Vas kontaktiramo radi pružanja informacija o proizvodima i uslugama koje nudimo mi ili neka druga strana.</p> <p>Propuštanje pružanja ličnih podataka u nekim slučajevima ima za posledice da finansijski ugovor ne može biti zaključen, uključujući:</p> <ul style="list-style-type: none"> • Kada je obrađivanje neophodno u cilju sprovođenja administracije ugovora ili sprovođenja predugovornih mera; • Kada je obrađivanje neophodno kako bi ispunilo našu pravnu i zakonsku obavezu ili da ostvari naša zakonska prava. <p>Pored napred navedenih svrha, podatak može biti anonimizovan, u kom slučaju to više nije lični podatak i može biti obrađivan u druge svrhe.</p>
<p>Legitimisation</p> <p>Legal basis for processing data</p>	<p>In order to be able to process your data, we rely on different legal bases, including:</p> <ol style="list-style-type: none"> 1. The necessity for completion of pre-contractual measures, executing and administering a finance contract, and exercising our rights thereunder. 2. The necessity for us to comply with legal obligations. 3. The necessity to pursue our legitimate interests, including: <ul style="list-style-type: none"> • To manage the risk and exposure of Caterpillar's Financial Products Division; 	<p>Legitimizaciona</p> <p>Pravni osnov za obradu podataka</p> <p>Kako bi bili u mogućnosti da obradimo Vaše podatke, oslanjamo se na različite pravne osnove, uključujući:</p> <ol style="list-style-type: none"> 1. Potrebu izvršavanja predugovornih mera, izvršenje i upravljanje finansijskim ugovorom i ostvarivanje naših prava po njemu. 2. Potrebu da se uskladimo sa pravnim obavezama. 3. Potrebu ostvarivanja naših legitimnih interesa, uključujući: <ul style="list-style-type: none"> • Rukovođenje rizikom i izloženošću Odeljenja finansijskih proizvoda Caterpillara; • Osiguranje da su naša mreža i

	<ul style="list-style-type: none"> To ensure that our networks and information are secure; To administer and generally conduct business within the enterprise; To improve the products and services that we offer to you; and To provide you with information about the products and services that we offer. <p>If the processing is based on the exercising of our legitimate interests you are entitled to object to such processing at any time by contacting us using the contact information outlined above. Please bear in mind that this may in some cases impact our ability to offer financing to you.</p> <p>4. Your consent. If we rely on your consent as a legal basis for processing your data, for example for transferring your data to other parties for marketing purposes, you may withdraw your consent at any time by using the contact information outlined above.</p>		<p>informacije sigurne;</p> <ul style="list-style-type: none"> Upravljanje i uopšteno sprovođenje posla u okviru preduzeća; Poboljšanje proizvoda i usluga, koje nudimo, i Pružanje informacija o proizvodima i uslugama koje nudimo. <p>Ukoliko je obrada zasnovana na ostvarivanju naših legitimnih interesa, ovlašćeni ste da prigovorite takvoj obradi u bilo kom trenutku kontaktirajući nas koristeći kontakt informacije navedene iznad. Molimo Vas da imate u vidu da ovo može, u nekim slučajevima, uticati na našu mogućnost da Vam ponudimo finansiranje.</p> <p>4. Vaš pristanak. Ukoliko se oslanjamo na Vaš pristanak kao pravni osnov za obradu Vaših podataka, primera radi za prenos Vaših podataka drugim licima u marketinške svrhe, možete povući Vašu saglasnost u bilo kom trenutku koristeći kontakt informacije navedene iznad.</p>
<p>Retention</p> <p>How long do we retain your data for?</p>	<p>The data shall be retained in personal form for the duration of the business relationship and, once terminated, during the term applicable by law or regulations to which we are subject for the retention of the specific data. A legal retention period of 5 years applies under tax law, applicable financial regulatory requirements, and 5 years to fulfil anti-money laundering requirements. We may keep your data for longer than 5 years where required for legal or regulatory reasons. Where we process your data based on your consent, we may retain relevant data until your consent is withdrawn.</p>	<p>Zadržavanje</p> <p>Koliko dugo zadržavamo Vaše podatke?</p>	<p>Podaci se zadržavaju u ličnoj formi tokom trajanja poslovnog odnosa i kada prestane, za vreme trajanja roka primenjenog po zakonu ili regulativi, prema kojoj smo predmet zadržavanja određenih podataka. Zakonski period zadržavanja od 5 godina primenjiv je na osnovu poreskog zakona, primenjivih finansijskih propisa i 5 godina kako bi se ispunili zahtevi sprečavanja pranja novca. Možemo čuvati Vaše podatke duže od 5 godina kada je to potrebno zbog pravnih ili regulativnih razloga. Kada obrađujemo Vaše podatke na osnovu Vaše saglasnosti, možemo zadržati relevantne podatke dok ne povučete saglasnost.</p>
<p>Data recipients</p> <p>With whom do we share your data?</p>	<ol style="list-style-type: none"> Caterpillar equipment dealers with a stake in the execution of the finance contract. External service providers performing functions on our behalf such as providers of IT maintenance, data storage, customer survey administration, collection activities, or IT software. Professional advisors and consultants such as law firms, tax consultants, auditors and accountants. Insurance companies and brokers for the purposes of assuring the assets and credit. Courts and tribunals in cases of legal action. Other Caterpillar group companies for legitimate business purposes. Credit reference agencies or fraud 	<p>Primaoci podataka</p> <p>Sa kim delimo Vaše podatke?</p>	<ol style="list-style-type: none"> Dileri Caterpillar opreme, koji učestvuju u izvršenju finansijskog ugovora. Spoljni pružaoci usluga koji vrše funkcije u naše ime kao što su pružaoci IT održavanja, skladištenja podataka, istraživanja korisnika, aktivnosti naplate ili IT softvera. rofesionalni savetnici i konsultanti, kao što su pravne firme, poreski konsultanti, revizori i računovođe. Društva za osiguranje i brokeri za svrhu osiguranja imovine i kredita. Sudovi i tribunali u slučaju pravnog postupka. Druge kompanije Caterpillar grupe za legitimne poslovne svrhe.

	<p>prevention agencies.</p> <p>8. Economic information bureaus. This information, may be accessed by creditors and financial institutions involved in commercial lending to support evaluation of their own credit risk.</p> <p>9. Governmental and regulatory authorities where required by law or obligations applicable to our business (e.g., Ministry of Finance, General Inspector for Financial Information regarding prevention of money laundering and financing of terrorism requirements, National Bank of Poland regarding national balance of payments, President of the Data Protection Office regarding supervision on data processing).</p> <p>10. Banks and savings institutions for financial transactions deriving from the contract.</p> <p>11. Public notaries for the purposes of raising a public deed, where relevant to the contractual method chosen.</p>		<p>7. Kreditne agencije ili agencije za prevenciju prevara.</p> <p>8. Biroi za ekonomske informacije. Ovim informacijama mogu pristupiti poverioci i finansijske institucije uključene u komercijalne pozajmice u cilju podrške njihove procene rizika.</p> <p>9. Državni i regulatorni organi kada je propisano zakonom ili ukoliko je ta obaveza primenjiva na naš posao (npr. Ministarstvo finansija, Opšti inspektorat za finansijske informacije u vezi sprečavanja pranja novca i finansiranja terorizma, Nacionalna Banka Poljske u vezi nacionalnog ilansa plaćanja, Predsednik Kancelarije za zaštitu podataka u vezi nadzora obrade podataka).</p> <p>10. BBanke i štedne institucije za finansijske transakcije koje proizilaze iz ugovora.</p> <p>11. Javni beležnici za svrhu sastavljanja javne isprave, u slučaju kada je to od značaja za izabranu ugovornu metodu.</p>
<p>International data transfers</p> <p>When do we transfer your data overseas?</p>	<p>All data collected is processed in Poland and Montenegro, however this information shall be transferred to CFSC in the United States of America, as data controller, for any of the above referenced purposes, as well as for the provision of IT maintenance and administration services.</p> <p>Due to our global nature, data you provide to us may additionally be transferred to or accessed by our ultimate parent company Caterpillar Inc. in the United States and other affiliates and trusted service providers from other countries around the world, including those located in countries not considered by the EU commission to have an adequate level of data protection. Details of the affiliated companies can be accessed at <u>Exhibit 21 to Caterpillar Inc.'s 10-K filing with the US Securities and Exchange Commission</u>.</p> <p>When such transfers occur, we implement adequate measures to ensure compliance with the data protection requirements and to maintain the security and protection of your data, including for example entering into approved European Commission standard contractual clauses for transfers outside of the European Economic Area. You may obtain additional details on the specific measures by accessing our global privacy notice http://caterpillar.com/dataprivacy or contacting us using the details described at the top of this document.</p>	<p>Međunarodni prenos podataka</p> <p>Kada prenosimo Vaše podatke u inostranstvo?</p>	<p>Svi prikupljeni podaci se obrađuju u Poljskoj i Crnoj Gori, ali ovi podaci će biti preneti u CFSC u Sjedinjenim Američkim Državama, kao obrađivaču podataka za bilo koju od gorenavedenih svrha kao i u svrhu IT održavanja i administrativnih usluga.</p> <p>Usled naše globalne prirode, podaci koje nam dostavljate mogu dodatno biti preneti ili im može pristupiti naš krajnji vlasnik društvo Caterpillar Inc. u Sjedinjenim Američkim Državama i druga povezana lica ili pouzdanim pružaocima usluga iz drugih zemalja širom sveta, uključujući i one koji se nalaze u zemljama za koje komisija EU smatra da ne pružaju adekvatan nivo zaštite podataka. Detaljima o povezanim licima se može pristupiti na <u>Exhibit 21 to Caterpillar Inc.'s 10-K filing with the US Securities and Exchange Commission</u>.</p> <p>U slučaju takvih prenosa, implementiramo adekvatne mere da osiguramo usaglašenost sa zahtevima zaštite podataka i da održimo bezbednost i zaštitu Vaših podataka, uključujući primera radi unošenje odobrenih ugovornih odredbi Evropske Komisije za prenos van područja Evropskog ekonomskog područja. Dodatne informacije o specifičnim merama možete dobiti pristupanjem našem globalnom obaveštenju o privatnosti http://caterpillar.com/dataprivacy ili nas možete kontaktirati koristeći detalje navedene na početku ovog dokumenta.</p>
<p>Rights of interested</p>	<p>You can exercise your rights to access, amendment, portability, deletion and objection,</p>	<p>Prava zainteresovana</p>	<p>Možete ostvariti Vaša prava pristupa, izmene, prenosa, brisanja ili podnošenja</p>

parties Exercising your rights	including to processing based on a legitimate interest, by making an application in writing to Caterpillar Financial Services Poland sp. z o.o. using the contact information specified above. For further information regarding your rights as a data subject, please see www.uodo.gov.pl or the webpage of the Data Protection Authority of your State.	nih strana Ostvarivanje prava	prigovora, uključujući obradu zasnovanu na legitimnom interesu, podnošenjem pisane prijave Caterpillar Financial Services Poland sp. z o.o. koristeći kontakt informacije koje su gore navedene. Za dodatne informacije u vezi Vaših prava kao subjekta podataka, molimo pogledajte www.uodo.gov.pl ili internet stranicu Agencije za zaštitu podataka o ličnosti Vaše države.
	Where we have requested your consent you have the right to withdraw such consent provided at any time by contacting us at: Caterpillar Financial Services Poland sp. z o.o., Prosta 51, 00-838 Warsaw, Poland; Telephone: +48 (22) 44 88 700, Email: EEAcompliance@cat.com . Revocation of consent for marketing offers shall not impact our ability to offer financing to you.		U slučajevima kada je tražena Vaša saglasnost istu možete povući u bilo kom trenutku kontaktirajući nas na: Caterpillar Financial Services Poland sp. z o.o., Prosta 51, 00-838 Varšava, Poljska; Telefon: +48 (22) 44 88 700, Email: EEAcompliance@cat.com . Povlačenje saglasnosti za marketinške ponude neće uticati na našu mogućnost da Vam ponudimo finansiranje.
	Interested parties have the right to make a complaint before the relevant Regulatory Authority at The Office for Personal Data Protection (www.uodo.gov.pl) or to the Data Protection Authority of their Member State.		Zainteresovane strane imaju pravo da podnesu pritužbu relevantnom Regulatornom organu u Kancelariji za zaštitu podataka o ličnosti (www.uodo.gov.pl) ili nadležnom organu za zaštitu podataka njihove države članice.
Additional Information	For additional information on the processing of your personal data on our website or to review information on the corporate approach to the protection of customer data adopted by companies within the Caterpillar group please visit our website https://www.catfinancial.com/pl_PL/legal-notice/data-privacy.html . All changes to this notice will be published on the website as well as being notified in writing, where required.	Dodatne informacije	Za dodatne informacije u vezi obrade Vaših ličnih podataka na našoj internet stranici ili radi pregleda informacije o korporativnom pristupu zaštite podataka korisnika, koji je usvojen od strane kompanije u okviru Caterpillar grupe molimo Vas da posetite naš web sajt https://www.catfinancial.com/pl_PL/legal-notice/data-privacy.html . Sve promene u vezi ovog obaveštenja biće objavljene na internet stranici kao i u pisanom obliku ukoliko je to potrebno.

THE BORROWER/ZAJMOPRIMAC

Name / Ime: Veselin Vukićević

Position / Funkcija: Mayor of Opština Žabljak

Date: 2022-04-19



Appendix No. 6 Part B

Consent to sharing of data for marketing purposes

Here at Caterpillar Financial Services Poland sp. z o.o. we take your privacy seriously and will only use your personal information for the purposes outlined in our privacy notice previously provided to you.

From time to time, we would like to pass your contact data onto other Caterpillar group companies, Caterpillar dealers, or other third parties, so that they can contact you with details of their latest product and service offerings or special offers that they provide. When such transfers occur, we implement adequate measures to ensure compliance with data protection requirements and to maintain the security and protection of your data. If you consent to us passing on your details, please tick to confirm, and provide your signature below:

☐ I consent to the transfer of my data to other Caterpillar group companies located around the globe, to enable them to contact me via email, telephone, SMS, and post about Caterpillar's latest product and service offerings.

☐ I consent to the transfer of my data to TeknoxGroup Montenegro and TeknoxGroup Switzerland, to enable them to contact me via email, telephone, SMS, and post about their latest product and service offerings and Caterpillar's latest product and service offerings.

You have the right to withdraw this consent at any time, by utilising the following contact information:

Address: Prosta 51, 00-838 Warsaw, Poland

Telephone: +48 (22) 44 88 700

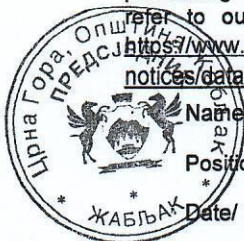
Email: EEAcompliance@cat.com

This consent only concerns the transfer of personal data that you have provided to us, and will not cover personal data you may have provided to the parties above directly or by other means. In addition, we may share data with these parties for other permissible purposes outlined in our Data Privacy Notice. For additional information regarding this processing and your data protection rights please refer to our Data Privacy Notice, accessible at https://www.catfinancial.com/pl_PL/legal-notices/data-privacy.html

Name / Ime:

Position / Funkcija: Mayor of Opština Žabljak

Date / Datum:



Prilog Br. 6 Deo B

Saglasnost za deljenje podataka za marketnške svrhe

Caterpillar Financial Services Poland sp. z o.o. ozbiljno pristupa Vašoj privatnosti i koristimo Vaše lične informacije samo za svrhe navedene u našem obaveštenju o privatnosti, koje Vam je prethodno dostavljeno.

S vremena na vreme, želeli bismo da prosledimo Vaše kontakt podatke drugim kompanijama u okviru Caterpillar grupe, Caterpillar dilerima ili drugim stranama, tako da Vas mogu kontaktirati sa detaljima njihovih poslednjih proizvodnih i uslužnih ponuda ili specijalnih usluga, koje Vam mogu ponuditi. U slučaju takvih prenosa, primenjujemo adekvatne mere zaštite kako bi osigurali usaglašenost sa zahtevima zaštite podataka i održavanja sigurnosti i zaštite Vaših podataka. Ukoliko ste saglasni sa prosleđivanjem Vaših podataka molimo označite za potvrdu i pružite Vaš potpis ispod:

☐ Saglasan sam da se izvrši prenos mojih podataka drugim kompanijama Caterpillar grupe, koje se nalaze u svetu, kako bi im omogućio da me kontaktiraju putem email-a, telefona, SMS-a i pošte u vezi poslednjih Caterpillar proizvodnih i uslužnih ponuda.

☐ Saglasan sam da se izvrši prenos mojih podataka TeknoxGroup Crna Gora and TeknoxGroup Switzerland, kako bi im omogućio da me kontaktiraju putem email-a, telefona, SMS-a i pošte u vezi poslednjih Caterpillar proizvodnih i uslužnih ponuda.

Imate pravo da povučete Vašu saglasnost u bilo kom trenutku koristeći sledeće kontakt informacije:

Adresa: Prosta 51, 00-838 Warsaw, Poland

Telefon: +48 (22) 44 88 700

Email: EEAcompliance@cat.com

Ova saglasnost se odnosi samo na prenos ličnih podataka koje ste nam pružili i ne obuhvata lične podatke koje ste možda pružili direktno gore navedenim stranama ili na drugi način. Takođe, možemo podeliti Vaše podatke sa ovim stranama za druge dozvoljene svrhe navedene u našem Obaveštenju o privatnosti podataka. Za dodatne informacije u vezi ove obrade i Vaših prava u vezi zaštite podataka, molimo pogledajte naše Obaveštenje o zaštiti privatnosti

https://www.catfinancial.com/pl_PL/legal-notices/data-privacy.html

Name / Ime:

Position / Funkcija: Mayor of Opština Žabljak

Date / Datum:

