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| **Ugovor o sticanju akcija u skladu sa Planom sticanja akcija u VINCI S.A.** | **Agreement on Acquisition of Shares based on Share Plan for purchase of shares of VINCI S.A.** | |
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| **Član 1.** | **Article 1** | |
| Ovaj ugovor se zaključuje u Beogradu između:   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, sa prebivalištem na adresi \_\_\_\_\_\_\_\_ jmbg: \_\_\_\_\_\_\_\_\_\_, (u daljem tekstu „**Zaposleni**“),   i   1. Privrednog društva **S&T SERBIA doo**, registrovanog u skladu sa propisima Republike Srbije, sa sedištem na adresi Đorđa Stanojevića 14, 11070 Beograd, Srbija, matični broj 17130846, PIB 100388421, koga zastupa Rajko Jovanović, Direktor (u daljem tekstu: „**Poslodavac“**)   zajednički oslovljavani: **Ugovorne strane**.  Ovaj ugovor stupa na snagu 02.06.2023. godine. | This agreement is concluded in Belgrade by and between:   1. \_\_\_\_\_\_\_\_\_\_\_\_\_, with residence in \_\_\_\_\_\_\_\_\_\_\_\_, personal identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “**Employee**“)   and   1. Company **S&T SERBIA doo**, registered under the laws of the Republic of Serbia with the registered seat at Đorđa Stanojevića 14, 11070 Belgrade, Serbia, registration number 17130846, VAT 100388421, represented by Rajko Jovanović, Director (hereinafter referred to as: “**Employer”**)   herein below collectively referred to as **Contractual** **Parties**.  This agreement is effective as of June 2, 2023. | |
| **Član 2.** | **Article 2** | |
| Zaključenjem ovog ugovora Zaposleni izjavljuje da je saglasan da učestvuje u sticanju akcija društva VINCI S.A., Francuska („***VINCI***“) u okviru International Group Share Ownership Plana VINCI grupe (Pravilnik o planu štednje grupe međunarodnih akcionara pri grupi VINCI, dalje: „***Plan kupovine akcija***“). Uslovi Plana kupovine akcija su predstavljeni i Dodatkom za Srbiju i Nalogom za upis, a koji su priloženi uz ovaj ugovor (Prilog 1 i 2).  Zaposleni potpisivanjem ovog ugovora ovlašćuje Poslodavca da za njegov račun transferiše sredstva zaposlenog u svrhu kupovine akcija u skladu sa Planom kupovine akcija. | By virtue of signing this agreement, the Employee agrees to take part in purchase of shares of VINCI S.A., France („***VINCI“***) within the framework of the International Group Share Ownership Plan of VINCI group (hereinafter referred to as: „***Share Plan***“). The terms and conditions of the Share Plan are also presented in the Country Supplement for Serbia and Subscription Form, which are attached to this agreement (Attachment 1 and 2).  By signing this agreement, the Employee authorizes the Employer to transfer the employee’s funds on his behalf for the purpose of purchasing the shares in accordance with the Share Plan. | |
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| **Član 3.** | **Article 3** | |
| Cena i uslovi pod kojima se stiču akcije, način plaćanja i druge okolnosti u vezi sa transakcijom definisanom u članu 2. ovog ugovora su bliže definisani gore pomenutim prilozima. | Price of shares, conditions under which shares will be obtained, manner of payment and other relevant circumstances with respect to transaction stipulated by Article 2 of this agreement are defined with more details by above mentioned attachments. | |
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| **Član 4.** | **Article 4** | |
| Poslodavac je u obavezi da u skladu sa ovim ugovorom, Interkompanijskim ugovorom između Poslodavca i VINCI S.A. i Prilogom 1 i 2 ovog ugovora, preduzme sve potrebne radnje kako bi se transakcija iz člana 2. ovog ugovora realizovala. | The Employer shall undertake all necessary activities in line with this agreement, Intercompany Agreement between the Employer and VINCI S.A. and Attachment 1 and 2 of this agreement, in order that the transaction stipulated by Article 2 of this agreement is realized. | |
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| **Član 5.** | **Article 5** | |
| Zaposleni se obavezuje da će u skladu sa ovim ugovorom i Nalogom za upis izvršiti celokupnu uplatu iznosa za kupovinu akcija jednokratnom uplatom na račun svog Poslodavca tako da uplata od strane Zaposlenog bude primljena najkasnije do 06.06.2023. godine.  **Član 6**  U slučaju da je Zaposleni, u skladu sa Nalogom za upis, odabrao da plaćanje za kupovinu akcija izvrši obustavama od svoje zarade, ne primenjuje se prethodni član 5, već Zaposleni potpisivanjem ovog ugovora neopozivo ovlašćuje svog Poslodavca da te obustave od zarade izvrši u periodu od juna 2023. godine do novembra 2023. godine, u 6 jednakih mesečnih rata. | The Employee is obliged, in accordance with this agreement and the Subscription Form, that he/she shall make the entire payment of the amount for purchase of shares by one-time transfer of the total amount to the Employer’s bank account so that payment by the Employee is received by June 6, 2023, at the latest.  **Article 6**  In the case that the Employee opted, in accordance with the Subscription Form, to pay for the shares, by salary deductions, the preceding Article 5 shall not apply, but instead, the Employee, by signing this agreement, irrevocably authorizes his/her Employer to make deductions from his/her salary in the period from June 2023 to November 2023, in 6 equal instalments. | |
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| **Član 7.**  Zaposleni se obavezuje da će nadoknaditi svu štetu svom Poslodavcu, ukoliko ne izvrši gore navedeni bankarski transfer iz člana 5 do navedenog datuma ili povuče svoju gore datu saglasnost iz člana 6 za obustave od zarade, te ovim neopozivo ovlašćuje Poslodavca da se nadoknadi iz bilo kojih isplata koje Poslodavac duguje Zaposlenom po osnovu radnog odnosa. | **Article 7**  The Employee shall be obliged to reimburse the Employer for any damage that he/she might have caused if he/she does not make the bank transfer referred to above in Article 5 until the given date or in the case that he/she withdraws the granted authorization in the above Article 6 for salary deductions. The employee irrevocably authorizes the Employer to get reimbursed for the amount he/she owes him from any payments that the Employer owes him/her based on the employment. | |
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| **Član 8.** | **Article 8** | |
| Svaki eventualni nesporazum u vezi sa ovim ugovorom, Ugovorne strane će rešiti zajednički i sporazumno, u maniru očuvanja dobrih poslovnih odnosa.  Eventualne sporove iz ovog ugovora rešavaće stvarno nadležan sud u Beogradu. | All eventual disputes relating to this agreement shall be resolved by Contractual parties mutually and amiably in the manner of saving good business relations.  In case of dispute relating to this agreement, the competent shall be the court in Belgrade. | |
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| **Član 9.** | **Article 9** | |
| Prilozi 1 i 2 čine sastavni deo ovog ugovora. | Appendixes 1 and 2 are integral part of this agreement. | |
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| **Član 10.** | **Article 10** | |
| Ovaj ugovor je sačinjen na srpskom i engleskom jeziku. U slučaju bilo kakvih nesaglasnosti, merodavna je verzija na srpskom jeziku. | This agreement is made in Serbian and English language. In case of any discrepancy the Serbian version shall prevail. | |
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| **Član 11.** | **Article 11** | |
| Ovaj ugovor je sačinjen u 4 istovetna primeraka, od kojih po 2 pripadaju svakoj Ugovornoj strani. | This agreement is executed in four identical copies, 2 of which belong to each Contractual Party. | |
| **U ZNAK SAGLASNOSTI SA GORE NAVEDENIM,** Ugovorne strane potpisuju ovaj ugovor:  **Zaposleni**  \_\_\_\_\_\_\_\_\_\_\_\_  **S&T Serbia d.o.o.**  \_\_\_\_\_\_\_\_\_\_\_\_ | **IN WITNESS WHEREOF**, this agreement has been executed by the Parties hereto:  **Employee**  \_\_\_\_\_\_\_\_\_\_\_\_\_  **S&T Serbia doo**  \_\_\_\_\_\_\_\_\_\_\_\_\_ | |