

UGOVOR O PREBIJANJU**SET-OFF AGREEMENT**

Na ovaj datum, Strane:

On the date hereof, the Parties

(1.) FACTCOOL d.o.o. Novi Sad, društvo osnovano i postojeće u skladu sa pravom Srbije, sa registrovanim sedištem na adresi Školska br. 14b / 2, 21000 Novi Sad, Srbija, MB: 21154253, PIB: 109279558, koje zastupa direktor Petr Král (dalje „**FACTCOOL d.o.o. Novi Sad**”)

(1.) FACTCOOL d.o.o. Novi Sad, established and existing under the Serbian law, with its registered seat at Školska br. 14b / 2, 21000 Novi Sad, Serbia, MB: 21154253, PIB: 109279558, which is represented by Petr Král, director (hereinafter „**FACTCOOL d.o.o. Novi Sad**”)

I

and

(2.) Ivan Valent, sa prebivalištem na adresi Jugoslovenska 59, Lalić, rođen dana 2.12.1983 (dalje „**Gdin Valent**“)

(2.) Ivan Valent, residing at Jugoslovenska 59, Lalić, born on 2.12.1983 (hereinafter as „**Mr. Valent**”)

(FACTCOOL d.o.o. Novi Sad i Gdin Valent su u daljem tekstu zajednički označeni kao „**Strane**“ a pojedinačno kao „**Strana**“).

(FACTCOOL d.o.o. Novi Sad and Mr. Valent hereinafter referred to as „**Parties**”, and each of them individually as a „**Party**”).

zaključuju ovaj

have entered into this

Ugovor o prebijanju**Set-off Agreement**

(dalje „**Ugovor**“)

(the „**Agreement**”)

Član I.**Article I.****Predmet Ugovora;
Specifikacija međusobnih potraživanja****Subject matter of the Agreement;
Specification of the mutual receivables**

1. Predmet ovog Ugovora je sporazum Strana o prebijanju međusobnih potraživanja navedenih u stavovima 2-4 ovog člana, u skladu sa uslovima propisanim ovim Ugovorom.
2. Na osnovu ugovora o zakupu zaključenog na dan zaključenja ovog Ugovora između G-din-a Valenta kao zakupodavca i FACTCOOL d.o.o. Novi Sad kao zakupca, G-din Valent ima potraživanje na ime

1. The subject matter of this Agreement is particularly an agreement between the Parties as to the set-off of their mutual receivables specified in paras 2 - 4 of this Article, subject to the conditions set out in this Agreement.
2. On the basis of a lease agreement concluded on the date hereof by Mr. Valent as the lessor and FACTCOOL d.o.o. Novi Sad as the lessee, Mr. Valent holds a receivable for the payment of the rent in the amount of

zakupnine u iznosu od RSD 29.500 mesečno (dvadesetdevet-hiljada-petsto dinara) prema FACTCOOL d.o.o. Novi Sad koje dospeva na naplatu na mesečnom nivou sve do raskida ugovora o zakupu (svaki mesečni iznos označava se dalje kao „**Potraživanje 1**“)

3. Na osnovu ugovora o zakupu vozila zaključenog dana 01.02.2019. kojeg je zamenio trenutno važeći ugovor o zakupu vozila (izmenjen Aneksom br. 1 na dole navedeni datum) zaključen dana 02.2020. godine između din-a Valenta kao zakupodavca i FACTCOOL d.o.o. Novi Sad kao zakupca, G-din Valent ima potraživanje na ime zakupnine u iznosu od RSD 11.800 mesečno (jedanaest-hiljada-osamsto dinara) prema FACTCOOL d.o.o. Novi Sad koje dospeva na naplatu na mesečnom nivou sve do raskida ugovora o zakupu putničkog vozila (svaki mesečni iznos označava se dalje kao „**Potraživanje 2**“)

4. FACTCOOL d.o.o. Novi Sad ima potraživanje u iznosu od RSD 4.729.110,57 (četiri-miliona-sedamsto-dvadeset-devet-hiljada-sto-deset-dinara-i-pedeset-sedam-para) (pre odbitka mesečne rate) prema G-din-u Valentu po osnovu ugovora o zajmu zaključenog na dan zaključenja ovog Ugovora kao pismena potvrda usmenog ugovora između FACTCOOL d.o.o. Novi Sad kao zajmodavca i Gdin-a Valenta kao zajmoprimca, gde su Strane dogovorile otplatu putem fiksnih mesečnih iznosa od RSD 64.950 (šesdeset-četiri-hiljade-devetsto-pedeset-dinara) a ostatak u skladu sa Planom Otplate koji se nalazi u Aneksu br. 1 ovog Ugovora (svaka mesečna rata dalje označena kao „**Potraživanje 3**“)

RSD 29.500/monthly (twenty-nine-thousand-five-hundred dinars) against the FACTCOOL d.o.o. Novi Sad payable monthly until the termination of the lease agreement (each monthly instalment as the “**Receivable 1**”).

3. On the basis of a vehicle lease agreement concluded on 01.02.2019, which was superseded by the currently effective vehicle lease agreement (as amended by the Amendment No. 1 executed on the date hereof) concluded on 02.02.2020 by Mr. Valent as the lessor and FACTCOOL d.o.o. Novi Sad as the lessee, Mr. Valent holds a receivable for the payment of the rent in the amount of RSD 11.800/monthly (eleven-thousand-eight-hundred dinars) against the FACTCOOL d.o.o. Novi Sad payable monthly until the termination of the vehicle lease agreement (each monthly instalment as the “**Receivable 2**”).

4. As of the date hereof, the FACTCOOL d.o.o. Novi Sad holds a receivable of RSD 4.729.110,57 (four-million-seven-hundred-twenty-nine-thousand-one-hundred-and-ten-dinars-and-fifty-seven-para) (prior to the deduction of monthly instalment) against Mr. Valent on the basis of the loan agreement concluded on the date hereof as a written confirmation of a previous oral agreement by the FACTCOOL d.o.o. Novi Sad as the borrower and Mr. Valent as the lender, whereby Parties have agreed on repayment by fixed monthly instalments in amount of RSD 64.950 (sixty-four-thousand-nine hundred-fifty-dinars dinars) and remaining instalment in accordance with the Repayment Schedule in Annex No. 1 of this Agreement (each monthly instalment as the “**Receivable 3**”).

(Potraživanje 1, Potraživanje 2 i Potraživanje 3 su dalje zajednički označeni kao „Potraživanja“).

(Receivable 1, Receivable 2 and Receivable 3 as the “Receivables”).

Član II. Prebijanje

1. Strane su saglasne da prebiju svoja međusobna Potraživanja u trenutku kada Potraživanja postanu dospela i plativa, tj. svako Potraživanje 1 i Potraživanje 2 se prebijaju sa Potraživanjem 3 poslednjeg dana u mesecu sve dok Potraživanje 3 ne bude u potpunosti izmireno.
2. Strane su saglasne da prebiju svoja međusobna potraživanja. Potraživanje 1 i Potraživanje 2 se po dospelosti prebijaju sa Potraživanjem 3 u punom obimu, a Potraživanje 3 se umanjuje za iznos koji je predmet prebijanja.
3. Strane dalje potvrđuju da su prebile Potraživanje 1, Potraživanje 2 i Potraživanje 3 dospelo na 31.1.2019. godine i svako sledeće Potraživanje 1, Potraživanje 2 i Potraživanje 3 dospelo u kalendarskim mesecima uključujući i kalendarski mesec koji prethodi mesecu u kojem je potpisan ovaj Ugovor.
4. Strane takođe potvrđuju da sva Potraživanja ispunjavaju uslove i da su podobna za prebijanje. Dalje, Strane izjavljuju da počev od dana zaključenja ovog Ugovora Potraživanja nisu isplaćena, prebijena ili na bilo koji drugi način izmirena, te mogu biti prebijana kako je gore navedeno.

Član III. Opšte i zajednične odredbe

1. Ovaj Ugovor je sačinjen u dva (2) primerka, po jedan za svaku Stranu. Ugovor stupa na snagu i proizvodi pravno dejstvo počev od dana kada ga potpišu obe Strane.

Article II. Set-Off

1. The Parties hereby agree to set-off their mutual Receivables when the Receivables both become due and payable, i.e. each Receivable 1 and Receivable 2 is set-off against the Receivable 3 at the last calendar day of each month until the Receivable 3 is fully paid.
2. The Parties hereby agree to set-off their mutual Receivables. Receivable 1 and Receivable 2 is hereby set off against the Receivable 3 to the full extent from the moment of set-off and Receivable 3 is hereby set off in the extent of set-off.
3. The Parties further confirm that they set off the Receivable 1, Receivable 2 and Receivable 3 payable on 31.1.2019 and each following Receivable 1, Receivable 2 and Receivable 3 payable at the following calendar month including the calendar month preceding to the month of the signing of this Agreement at the end of the respective month.
4. The Parties also note that all Receivables are eligible for the set-off. Furthermore, the Parties declare that as of the date hereof, the Receivables have not been paid, set off or otherwise settled and thus, they can be used for the set-off as per the above in their entirety.

Article III. Common and mutual provisions

1. This Agreement has been drawn up in two (2) counterparts, one for each Party. This Agreement comes into force and becomes

effective as of the date of its execution by both Parties.

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| <p>2. Strane su saglasne da sva prava i obaveze Strana (uključujući i ona koja nisu posebno predviđena) tumače u skladu sa pravom Srbije.</p> <p>3. Svaki spor iz ovog Ugovora ili u vezi sa ovim Ugovorom će biti konačno rešen od strane sudova u Srbiji.</p> <p>4. Ovaj Ugovor je sačinjen na srpskom i engleskom jeziku. U slučaju neslaganja između dve verzije, srpska verzija ima prednost pri tumačenju.</p> <p>5. Ovaj Ugovor se može menjati jedino pismenim putem. Sva prava i pravni lekovi koji proističu iz ovog Ugovora i bilo kog primenljivog zakona se mogu koristiti simultano.</p> <p>6. Strane izjavljuju da su pročitale Ugovor, da su saglasne sa njegovim odredbama, i da je Ugovor zaključen slobodnom voljom i bez prinude, te da ne stavlja bilo koju Stranu u vidno nepovoljniji položaj. Kako bi potvrdili punovažnost Ugovora, ovlašćeni lica su se potpisala ispod.</p> | <p>2. The Parties have agreed that all rights and obligations of the Parties (including those not specifically provided for) hereunder are construed in accordance and governed by the laws of Serbia.</p> <p>3. Any dispute from this Agreement or in connection with this Agreement shall be heard and finally resolved by the courts of Serbia.</p> <p>4. This Agreement is drawn in Serbian and English version. In case of discrepancies, the Serbian language version shall prevail.</p> <p>5. This Agreement can only be amended by written amendments. All rights and legal remedies under this Agreement and any applicable laws may be exercised simultaneously.</p> <p>6. The Parties declare that they have read this Agreement, that they agree with the provisions of this Agreement, and that this Agreement was concluded with certainty and not under duress, neither it puts either of the Parties into a noticeably disadvantageous position. To confirm rightness of this Agreement, the authorised agents are signed below.</p> |
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(strana sa potpisima u nastavku/ execution page follows)

STRANA SA POTPISIMA / EXECUTION PAGE

Za/For **FACTCOOL d.o.o. Novi Sad**

Datum/Date: 31.03.2020

DocuSigned by:

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Petr Král
direktor/director

Za/For **Ivan Valent**

Datum/Date: 31.03.2020

DocuSigned by:

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Ivan Valent

Annex No. 1 – Repayment Schedule

Datum / Date	Neizmireni iznos Zajma pre oduzimanja mesečne rate / Outstanding amount of the Loan Before Deduction of Monthly Instalment	Plaćanje Zakupnine (navedeno za potrebe prebijanja) / Rent Payment (Stated for the Purpose of set-off)	Plaćanje Zakupnine za automobil / Car Rent Payment (Stated for the Purpose of set-off)	Delimična Mesečna Rata (navedeno za potrebe prebijanja) / Partial Monthly Instalment (Stated for the Purpose of set-off)	Neizmireni iznos Zajma nakon oduzimanja mesečne rate/ Outstanding amount of the Loan after Deduction of Monthly Instalment
31.12.2019	4 900 069,59	29 500	11 800	23 650	4 835 119,59
31.1.2020	4 843 178,12	29 500	11 800	23 650	4 778 228,12
29.2.2020	4 786 191,84	29 500	11 800	23 650	4 721 241,84
31.3.2020	4 729 110,57	29 500	11 800	23 650	4 664 160,57
30.4.2020	4 671 934,17	29 500	11 800	23 650	4 606 984,17
31.5.2020	4 614 662,48	29 500	11 800	23 650	4 549 712,48
30.6.2020	4 557 295,33	29 500	11 800	23 650	4 492 345,33
31.7.2020	4 499 832,58	29 500	11 800	23 650	4 434 882,58
31.8.2020	4 442 274,05	29 500	11 800	23 650	4 377 324,05
30.9.2020	4 384 619,59	29 500	11 800	23 650	4 319 669,59
31.10.2020	4 326 869,04	29 500	11 800	23 650	4 261 919,04
30.11.2020	4 269 022,24	29 500	11 800	23 650	4 204 072,24
31.12.2020	4 211 079,02	29 500	11 800	23 650	4 146 129,02
31.1.2021	4 153 039,24	29 500	11 800	23 650	4 088 089,24
28.2.2021	4 094 902,72	29 500	11 800	23 650	4 029 952,72
31.3.2021	4 036 669,31	29 500	11 800	23 650	3 971 719,31
30.4.2021	3 978 338,84	29 500	11 800	23 650	3 913 388,84
31.5.2021	3 919 911,15	29 500	11 800	23 650	3 854 961,15
30.6.2021	3 861 386,09	29 500	11 800	23 650	3 796 436,09
31.7.2021	3 802 763,48	29 500	11 800	23 650	3 737 813,48

31.8.2021	3 744 043,17	29 500	11 800	23 650	3 679 093,17
30.9.2021	3 685 224,99	29 500	11 800	23 650	3 620 274,99
31.10.2021	3 626 308,79	29 500	11 800	23 650	3 561 358,79
30.11.2021	3 567 294,38	29 500	11 800	23 650	3 502 344,38
31.12.2021	3 508 181,62	29 500	11 800	23 650	3 443 231,62
31.1.2022	3 448 970,34	29 500	11 800	23 650	3 384 020,34
28.2.2022	3 389 660,38	29 500	11 800	23 650	3 324 710,38
31.3.2022	3 330 251,56	29 500	11 800	23 650	3 265 301,56
30.4.2022	3 270 743,73	29 500	11 800	23 650	3 205 793,73
31.5.2022	3 211 136,72	29 500	11 800	23 650	3 146 186,72
30.6.2022	3 151 430,37	29 500	11 800	23 650	3 086 480,37
31.7.2022	3 091 624,50	29 500	11 800	23 650	3 026 674,50
31.8.2022	3 031 718,96	29 500	11 800	23 650	2 966 768,96
30.9.2022	2 971 713,57	29 500	11 800	23 650	2 906 763,57
31.10.2022	2 911 608,18	29 500	11 800	23 650	2 846 658,18
30.11.2022	2 851 402,61	29 500	11 800	23 650	2 786 452,61
31.12.2022	2 791 096,70	29 500	11 800	23 650	2 726 146,70
31.1.2023	2 730 690,27	29 500	11 800	23 650	2 665 740,27
28.2.2023	2 670 183,17	29 500	11 800	23 650	2 605 233,17
31.3.2023	2 609 575,23	29 500	11 800	23 650	2 544 625,23
30.4.2023	2 548 866,27	29 500	11 800	23 650	2 483 916,27
31.5.2023	2 488 056,13	29 500	11 800	23 650	2 423 106,13
30.6.2023	2 427 144,64	29 500	11 800	23 650	2 362 194,64
31.7.2023	2 366 131,63	29 500	11 800	23 650	2 301 181,63
31.8.2023	2 305 016,94	29 500	11 800	23 650	2 240 066,94
30.9.2023	2 243 800,38	29 500	11 800	23 650	2 178 850,38
31.10.2023	2 182 481,80	29 500	11 800	23 650	2 117 531,80
30.11.2023	2 121 061,02	29 500	11 800	23 650	2 056 111,02

31.12.2023	2 059 537,87	29 500	11 800	23 650	1 994 587,87
31.1.2024	1 997 912,18	29 500	11 800	23 650	1 932 962,18
29.2.2024	1 936 183,79	29 500	11 800	23 650	1 871 233,79
31.3.2024	1 874 352,51	29 500	11 800	23 650	1 809 402,51
30.4.2024	1 812 418,18	29 500	11 800	23 650	1 747 468,18
31.5.2024	1 750 380,63	29 500	11 800	23 650	1 685 430,63
30.6.2024	1 688 239,68	29 500	11 800	23 650	1 623 289,68
31.7.2024	1 625 995,16	29 500	11 800	23 650	1 561 045,16
31.8.2024	1 563 646,90	29 500	11 800	23 650	1 498 696,90
30.9.2024	1 501 194,73	29 500	11 800	23 650	1 436 244,73
31.10.2024	1 438 638,47	29 500	11 800	23 650	1 373 688,47
30.11.2024	1 375 977,95	29 500	11 800	23 650	1 311 027,95
31.12.2024	1 313 213,00	29 500	11 800	23 650	1 248 263,00
31.1.2025	1 250 343,44	29 500	11 800	23 650	1 185 393,44
28.2.2025	1 187 369,09	29 500	11 800	23 650	1 122 419,09
31.3.2025	1 124 289,79	29 500	11 800	23 650	1 059 339,79
30.4.2025	1 061 105,36	29 500	11 800	23 650	996 155,36
31.5.2025	997 815,62	29 500	11 800	23 650	932 865,62
30.6.2025	934 420,39	29 500	11 800	23 650	869 470,39
31.7.2025	870 919,51	29 500	11 800	23 650	805 969,51
31.8.2025	807 312,79	29 500	11 800	23 650	742 362,79
30.9.2025	743 600,06	29 500	11 800	23 650	678 650,06
31.10.2025	679 781,15	29 500	11 800	23 650	614 831,15
30.11.2025	615 855,87	29 500	11 800	23 650	550 905,87
31.12.2025	551 824,04	29 500	11 800	23 650	486 874,04
31.1.2026	487 685,50	29 500	11 800	23 650	422 735,50
28.2.2026	423 440,06	29 500	11 800	23 650	358 490,06
31.3.2026	359 087,54	29 500	11 800	23 650	294 137,54

30.4.2026	294 627,77	29 500	11 800	23 650	229 677,77
31.5.2026	230 060,57	29 500	11 800	23 650	165 110,57
30.6.2026	165 385,75	29 500	11 800	23 650	100 435,75
31.7.2026	100 603,14	29 500	11 800	23 650	35 653,14
31.8.2026	35 712,57			35 713	0,00