

Tekst i polja obojena ovom bojom treba zameniti podacima svoje kompanije

Tekst obojen ovom bojom predstavlja sve moguće opcije od kojih treba odabrati jednu i sve ostale obrisati

Tekst obojen ovom bojom uz sebe ima komentar koji ga opisuje (može se pročitati klikom na dat tekst)

Sa desne strane nalaze se komentare koji opisuju moguće akcije i opcije.

Sav obojeni tekst i komentare neophodno je ukloniti pre upotrebe dokumenta.

UGOVOR O RADU

opcija 1: na neodređeno vreme
ili
opcija 2: na određeno vreme

Zaključuju 202, u Beogradu:

- (i) Poslovno ime privrednog društva, matični broj: , PIB: , sa sedištem na adresi , koga zastupa direktor (dalje „Poslodavac“)

i

- (ii) Ime i Prezime iz , JMBG: , sa prebivalištem na adresi , poštanski broj i opština, nivo stručne spreme: , po zanimanju, odnosno obrazovanju: (dalje: „Zaposleni“).

1. Predmet Ugovora

1.1. Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza po osnovu radnog odnosa između Poslodavca i Zaposlenog.

1.2. Na prava, obaveze i odgovornosti koje nisu uređene ovim Ugovorom, neposredno se primenjuju odredbe

EMPLOYMENT CONTRACT

For indefinite period
or
For definite period

Concluded on 202, in Belgrade, by and between:

- (i) Company's name, registration no. , tax ID no. , with its legal address at , duly represented by director , (the “Employer”)

and

- (ii) Name Surname from , personal ID number , with his/her residence address at , zip code and municipality, level of professional qualification: , profession: (the “Employee”).

1. Subject matter of the Contract

Subject matter of this Contract is regulating inter-party rights and obligations based on the employment relationship between the Employer and the Employee.

Rights, obligations and responsibilities not regulated by this Contract are regulated directly by the provisions of

Zakona o radu (dalje: „Zakon“), kao i odredbe Pravilnika o radu i drugih opštih akata kod Poslodavca.

2. Trajanje Ugovora i početak rada

2.1. Ovaj Ugovor se zaključuje na **neodređeno** vreme sa probnim radom u trajanju od 6 (šest) meseci.

2.1 Ovaj Ugovor se zaključuje na **određeno** vreme počev od 202 a najduže do 202, sve dok traje potreba za izvršavanjem ugovorenih Poslova.

Ugovor se zaključuje na određeno vreme zbog

OPCIJA a. potrebe zamene privremeno odsutnog zaposlenog/

OPCIJA b. privremenog povećanja obima radnih zadataka na poslovima (navesti poslove)/

OPCIJA c. rada na projektu

„navesti naziv projekta“ koji se odnosi na (navesti ključne elemente projekta).

Poslodavac zadržava pravo da raskine Ugovor o radu i pre isteka napred ugovorenog roka ukoliko iz bilo kog razloga prestane potreba za izvršavanjem ugovorenih Poslova od strane Zaposlenog.

2.1. Zaposleni je **strani državljanin** koji je, za svrhu zaključenja ovog Ugovora i zasnivanja radnog odnosa sa Poslodavcem, podneo zahtev za dobijanje dozvole za boravak i dozvole za rad (dalje: „Dozvole“). Stoga se ovaj Ugovor o radu zaključuje na **određeno** vreme počev od dana izdavanja Dozvola, a najduže do dana isteka važenja Dozvola, sve dok traje potreba za izvršavanjem ugovorenih Poslova. Poslodavac zadržava pravo da raskine Ugovor o radu i pre isteka napred ugovorenog roka ukoliko iz bilo kog razloga prestane potreba za izvršavanjem ugovorenih Poslova od strane Zaposlenog.

the Labour Law (the “Law”), as well provisions of the Employment Rulebook and other general acts of the Employer.

2. Term and Commencement of Work

This Contract is concluded for an indefinite period with probation work of 6 (six) months.

2.1 This Contract is concluded for a definite period starting from 202 and at the latest until 202, as long as the need to perform the contracted Jobs lasts. The contract is concluded for a certain period of time due to

OPTION 1: the need to replace a temporarily absent employee/

OPTION 2: a temporary increase in the scope of work tasks at jobs (specify jobs)/

OPTION 3: work on the project

“specify the name of the project” related to (specify the key elements of the project). The employer reserves the right to terminate the Employment Agreement even before the expiration of the pre-agreed period if, for any reason, the need for the performance of the contracted Jobs by the Employee ceases.

2.1. The employee is a **foreign citizen** who, for the purpose of concluding this Contract and establishing an employment relationship with the Employer, submitted an application for obtaining a residence permit and a work permit (the “Permits”). Therefore, this Contract is concluded for a definite period of time starting from the day the Permits are issued, and at the latest until the day the Permits expire, as long as there is a need to perform the contracted Jobs. The Employer reserves the right to terminate the Contract even before the expiration of the pre-agreed term if, for any reason, the need for the Employee to perform the contracted Jobs ceases.

2.2. Zaposleni stupa na rad kod Poslodavca na dan [] 202[] (dalje: „Dan stupanja na rad“).

2.3. Na Dan stupanja na rad Zaposlenog počinje da teče probni rad.

2.4. Po isteku probnog rada ovaj Ugovor ostaje na snazi ukoliko Zaposleni uspešno zadovolji probni rad, a ukoliko probni rad Zaposlenog bude nezadovoljavajući, Poslodavac će raskinuti ovaj Ugovor na dan isteka probnog rada iz stava 2.1.

2.5. Nezavisno od stava 2.4. i Zaposleni i Poslodavac imaju pravo da u toku probnog rada jednostrano raskinu ovaj Ugovor, uz davanje otkaznog roka od 5 (pet) radnih dana. U tom slučaju Zaposleni otkazuje Ugovor pisanom izjavom o otkazu, dok Poslodavac otkazuje Ugovor u formi pisanog rešenja u kome će Poslodavac obrazložiti otkaz Ugovora.

3. Naziv i opis poslova

3.1. Zaposleni će raditi na radnom mestu: [] (dalje: „Poslovi“) za koje se zahteva [] nivo stručne spreme.

3.2. Poslovi koje će Zaposleni obavljati su sledeći:

[]

3.3. Zaposleni će obavljati i druge radne zadatke koji su u vezi sa izvršavanjem Poslova, na zahtev nadređenog menadžera.

3.4. Zaposleni je dužan da kvalitetno i stručno obavlja Poslove i druge radne zadatke i da poštuje Poslodavčeva pravila u vezi sa bezbednošću i zdravljem na radu. Nadređeni menadžer

The Employee shall start to commence the work on [] (the “Employment Commencement Date”).

On the day when an employee commences work, the probationary period starts to run.

Upon expiry of the probationary period, this Contract shall remain in effect if the Employee successfully passes the probationary period. If the Employee’s performance is not satisfactory, Employer shall cancel this Agreement on the day of expiry of the probationary period from the Paragraph 2.1. hereof.

Notwithstanding the Paragraph 2.4. hereof, both Employee and Employer may unilaterally cancel this Contract during the probation work, with giving 5 (five) working days’ notice. In that case Employee shall cancel the Agreement by written termination notice, while Employer shall cancel the Agreement by written decision which will contain reasoning for the cancellation of the Contract.

3. Position and job description

The Employee shall work on the job: [] (the “Jobs”) which require [] level of professional qualification, namely education [].

The Jobs that the Employee will work on are the following:

[]

The Employee shall perform other work tasks which are in connection with the performance of the Jobs, on request of the supervising manager.

The Employee is obliged to perform the Jobs with due care and in a professional manner, as well as to obey the Employer’s safety and health rules. The Employee’s supervising manager

(neposredni rukovodilac) Zaposlenog će nadzirati kvalitet izvršenih Poslova, kao i poštovanje Poslodavčevih pravila u vezi sa bezbednošću i zdravljem na radu i zaštitom životne sredine.

4. Mesto rada

4.1. Zaposleni će po pravilu obavljati Poslove u prostorijama Poslodavca, na adresi sedišta Poslodavca. Zaposleni može da se dogovori sa nadređenim menadžerom da Poslove obavlja van prostorija poslodavca (rad na daljinu i rad od kuće).

4.2. U slučaju da Zaposleni dogovori sa nadređenim menadžerom da Poslove obavlja van prostorija poslodavca, Poslodavac i Zaposleni će zaključiti aneks ovog ugovora kojim će regulisati uslove pod kojima će rad od kuće i/ili na daljinu da se obavlja.

5. Radno vreme

5.1. Radni dan traje u proseku 8 (osam) sati, uključujući i dnevni odmor u toku rada.

5.2. Radna nedelja ima pet dana sa ukupnim radnim vremenom u trajanju od 40 časova (dalje: „Puno radno vreme“).

5.3. Raspored radnog vremena i promena rasporeda radnog vremena se utvrđuje pisanim odlukama Poslodavca, u skladu sa Zakonom.

5.4. Pravila uvođenja prekovremenog rada preraspodele radnog vremena, rada u smenama, rada noću, rada na dane praznika koji su neradani dani, utvrđeni su Pravilnikom o radu i Zakonom.

6. Odmori i odsustva

would be in charge of assessment of the performed work. The supervision will comprise a control over obeying the norms and standards of work and quality of the performed Jobs and environment protection.

4. Place of work

As a rule, the Employee will perform the Jobs in the business premises of the Employer, at the legal address of the Employer. However, the Employee may agree with the supervising manager to work from home, or remotely.

In case the Employee agrees with the supervising manager the work from home and/or remote work, the Employer and the Employee will conclude an annex to this contract that will regulate the conditions under which work from home and/or remote work will be performed.

5. Working hours

Regular workday has an average of eight (8) working hours including the break during a working day.

A work week has five workdays on a full-time basis with 40 work hours per week (“Full working hours”).

Work schedule and change of work schedule is determined by the Employer's written decisions, in accordance with the Law.

The terms of introducing overtime, relocation of working hours, work in shifts, work at night, work on holiday which is a non-working day are determined by the Employment Rulebook and the Law.

6. Vacations and Leaves

6.1. Pravila korišćenja odmora u toku rada, dnevnog odmora i nedeljnog odmora su utvrđena Pravilnikom o radu.

Terms of usage of daily pause during the work, daily rest and weekly rest are determined by the Employment Rulebook.

6.2. Pravila korišćenja godišnjeg odmora, plaćenog odsustva i neplaćenog odsustva su utvrđena Pravilnikom o radu.

Terms of usage of annual leave, paid leave and unpaid leave are determined by the Employment Rulebook.

7. Osnovna zarada

7. Base Salary

7.1. Osnovna zarada za Puno radno vreme i standardni radni učinak Zaposlenog iznosi [redacted] mesečno (Osnovna zarada), plativa u dinarskoj protivvrednosti po srednjem kursu Narodne banke Srbije, na dan obračuna.

Base salary for Full working hours and standard work performance of the Employee amounts to [redacted] per month (the Base Salary), payable in Dinar countervalue on the middle exchange rate of the Serbian Central Bank on the day of calculation.

7.2. Osnovna zarada iz stava 7.1. iznad podrazumeva zaradu koja obuhvata neto osnovnu zaradu (koju Zaposleni dobija na bankovni račun) kao i doprinose za obavezno socijalno osiguranje iz zarade (tj. na teret zaposlenog) i porez na zaradu koje Poslodavac uplaćuje fondovima za obavezno socijalno osiguranje i u budžet Republike Srbije.

Base salary referred to in Paragraph 7.1. above means base that include net base salary as well as contributions for compulsory social security from salary (i.e., on debit of the employee) and the salary tax which Employer pays to the social insurance funds and to the budget of the Republic of Serbia.

7.3. Noćni rad je vrednovan kroz Osnovnu zaradu, te ukoliko Zaposleni radi noću, u skladu sa Zakonom, Poslodavac neće Zaposlenom isplaćivati uvećanu zaradu.

The work at night is valued through the Base Salary, hence if the Employee would be working at night, in accordance with the Law, the Employer would not be paying an increased salary to the Employee.

7.4. Pravilnik o radu propisuje elemente za utvrđivanje radnog učinka, naknade zarade, uvećane zarade i druga primanja.

The Employment Rulebook provides The elements for determining work performance, salary remuneration, incentives and other earnings.

8. Lojalnost

8. Loyalty

8.1. Tokom trajanja radnog odnosa, Zaposleni će svoje ukupno radno vreme i pažnju posvetiti isključivo poslovima Poslodavca, što podrazumeva da će Zaposleni tokom radnog odnosa postupati u skladu sa interesima

Throughout the period of employment, the Employee shall devote his/her full working hours and attention solely to the Employer's work, which implies that during the employment the Employee shall act throughout his/her employment in accordance with the

Društva i obavljati svoje radne obaveze sa pažnjom dobrog privrednika.

8.2. Ukoliko Zaposleni prekrši dužnost lojalnosti iz stava 8.1, biće dužan da Poslodavcu nadoknadi pun iznos nastale štete. Pored naplate punog iznosa naknade štete, Poslodavac može da, za povredu dužnosti lojalnosti, otkáže Ugovor o radu Zaposlenom, u skladu sa Zakonom i Pravilnikom o radu.

9. Zabrana konkurencije

9.1. S obzirom na delatnost i specifičnosti procesa rada kod Poslodavca, Zaposleni ne može da obavlja na teritoriji Republike Srbije i [redacted], u svoje ime i za svoj račun, kao ni u ime i za račun drugog pravnog lica, preduzetnika ili fizičkog lica, poslove definisane u članu 3.2 ovog Ugovora o radu, bez prethodne pisane saglasnosti Poslodavca (dalje: „Zabrana konkurencije“). Ako Zaposleni prekrši zabranu konkurencije, dužan je da Poslodavcu naknadi štetu koja nastane za Poslodavca, i to stvarnu štetu i izmaklu korist.

9.2. U slučaju da Zaposleni prekrši obavezu Zabrane konkurencije (a) od Zaposlenog naplati pun iznos nastale štete i da (b) otkáže Ugovor o radu Zaposlenom, u skladu sa Zakonom i Pravilnikom o radu.

9.3. Zaposleni preuzima obavezu da poštuje Zabranu konkurencije u periodu od 2 (dve) godine od dana prestanka ovog Ugovora po bilo kom osnovu (dalje „Restriktivni period“). Konkretno, u toku Restriktivnog perioda:

9.3.1. Zaposleni ne sme da vodi bilo koji posao koji je sličan ili konkurentan poslovnoj delatnosti Poslodavca, pod bilo kojim imenom ili

Company interests and perform his/her work obligation with due diligence.

If the Employee breaches the duty of loyalty determined in Paragraph 8.1, he/she will be obliged to pay to the Employer the total damages emerged therefrom. Besides charging the full damages amount, the Employer may, due to breach of duty of loyalty, cancel the Employment Contract to the Employee, in accordance with the Law and the Employment Rulebook.

9. Non-Compete

Considering the activity and specifics of the work process at the Employer, the Employee cannot perform the tasks defined in Article 3.2 on the territory of the Republic of Serbia and [redacted], in his own name and for his own account, as well as in the name and for the account of another legal entity, entrepreneur or natural person, without the prior written consent of the Employer (the “Non-Compete”). If the Employee violates the prohibition, he/she is obliged to compensate the Employer for the damage caused to the Employer, namely the actual damage and lost profit.

In case of breach of the Non-Compete, the Employer will have the right to: (a) claim full damages against the Employee and (b) cancel the Employment Agreement to the Employee, in accordance with the Law and the Employment Rulebook.

Employee undertakes to obey Non-Compete during the period of [redacted] 2 (two) years after the date of termination of this Contract on any legal grounds (the “Restrictive Period”). In particular, during the Restrictive Period:

9.1.1. the Employee may not carry on any business similar to or in competition with the business activity of the Employer, under any

oznakom, a naročito ne pod imenom i/ili oznakom koja bi mogla da dovede u zabunu sa poslovnim imenom Poslodavca, ili bilo kojim imenom ili oznakom pod kojim je poslovanje Poslodavca vođeno ili se vodi; i

9.3.2. Konkretno, nakon prestanka radnog odnosa kod Poslodavca, Zaposleni ne sme u svoje ime i za svoj račun, niti u ime i za račun drugog pravnog ili fizičkog lica, da obavlja poslove koje je Zaposleni obavljao po ovom Ugovoru o radu i svim njegovim izmenama i dopunama (aneksima Ugovora o radu), osim ukoliko mu Poslodavac ne da prethodnu pisanu saglasnost da može da obavlja te poslove.

9.3.3. Zabrana konkurencije u toku Restriktivnog perioda ugovara se za teritoriju Republike Srbije i ____.

9.3.4. Tokom Restriktivnog perioda, a na ime poštovanja Zabrane konkurencije iz stava 10.5. iznad, Poslodavac će plaćati Zaposlenom mesečnu naknadu u iznosu od ____ (dalje „Naknada“).

9.4. Naknada će biti (a) plaćena od strane Poslodavca Zaposlenom na mesečnom nivou, do 10. dana svakog kalendarskog meseca i (b) plaćena tek nakon što Zaposleni dostavi pisanu izjavu Poslodavca, putem e-maila, a ne kasnije do 1. dana u svakom konkretnom mesecu tokom Restriktivnog perioda, kojom će potvrditi da nije zasnovao radni odnos niti je stupio bilo koji drugi vid angažovanja u poslovnoj delatnosti koja je konkurentna Poslodavčevoj poslovnoj delatnosti u smislu člana 10.4. ovog Ugovora. Ukoliko Zaposleni ne dostavi takvu izjavu i/ili ukoliko Zaposleni stupi u bilo koji vid

name or logo, and especially not under the name and/or logo that is or may be confusingly similar to the name of the Employer, or to any other name and/or logo which the business of the Employer has been carried or is being carried; and

9.1.2. In particular, upon termination of employment with the Employer, the Employee may not perform in his/her own name and for his/her account nor in the name and for the account of another legal entity or individual, the jobs which the Employee performed under this Contract and all its changes and additions (Annexes to the Employment Contracts), unless the Employer gives him a prior written consent for performance of those jobs.

9.1.3. Non-Compete Clause during the Restrictive Period shall apply to the Republic of Serbia i ____.

9.1.4. During the Restrictive Period an in lieu of the Employee's obeying of the Non-Compete Clause stipulated in Paragraph 10.5. hereof, the Employer will be paying a monthly compensation to the Employee, in the amount of ____ (the "Compensation").

The Compensation will be: (a) paid by the Employer to the Employee on a monthly level, by the 10th day of each calendar month and (b) paid only upon the Employee delivers a written statement to the Employer, by email, no later than the 1st day of each respective month throughout the Restrictive Period, confirming thereby that he has not established employment and/or has not entered into any other kind of engagement in the business activity which is competitive to the Employer's business activity in terms of Article 10.4. hereof. Should the Employee fail to deliver

angažovanja u poslovnoj delatnosti koja je konkurentna Poslodavčevoj poslovnoj delatnosti, Poslodavac će odmah obustaviti isplatu Naknade Zaposlenom. U tom slučaju, Zaposleni će biti dužan da Poslodavcu vrati ukupan iznos Naknade koju je do tog trenutka primio od Poslodavca, sa zakonskom zateznom kamatom.

such a statement and/or should the Employee enter into any kind of engagement in the business activity which is competitive to the Employer's business activity, the Employer shall immediately stop paying the Compensation to the Employee. In such a case, the Employee will be obliged to pay back to the Employer the total amount of the Compensation which he received from the Employer, along with the default interest.

9.5. Isključivo Poslodavac ima diskreciono pravo da u bilo kom trenutku u toku Restriktivnog perioda oslobodi Zaposlenog obaveze poštovanja Zabrane konkurencije, u kom slučaju će Poslodavac da obustavi dalju isplatu Naknade Zaposlenom, a Zaposleni će zadržati iznos Naknade koju mu je Poslodavac isplatio do dana kada ga je Poslodavac oslobodio obaveze poštovanja Zabrane konkurencije.

Only the Employer has discretionary right to release the Employee from the obligation to obey the Non-Compete, at any time during the Restrictive Period, in which case the Employer will stop any further payment of Compensation to the Employee, whereby the Employee will retain the amount of Compensation which was paid to him/her by the Employer by the date on which the Employer released the Employee from the obligation to obey the Non-Compete.

10. Zabrana preuzimanja

10. Non-Solicitation

10.1. Tokom radnog odnosa, i tokom perioda od godinu dana nakon prestanka radnog odnosa, Zaposleni neće direktno ili indirektno tražiti, podsticati, regrutovati ili navoditi bilo kog od zaposlenih kod Poslodavca, nezavisnih ugovornih strana ili konsultanta da prekinu svoj odnos sa Poslodavcem ili pokušati da traže, podstaknu, regrutuju, ohrabre ili oduzmu zaposlene, ili konsultante Poslodavca, bilo za sebe ili za bilo koje drugo lice ili entitet. Zaposleni je saglasan da zbog prirode poslovanja i ulaganja Poslodavca u razvoj, rast i održivost poslovanja, ove odredbe imaju za cilj da zaštite legitimne poslovne interese Poslodavca.

During the term of the employment, and for a period of one year thereafter, Employee will not, without first notifying the Employer and receiving Employer's written approval, either directly or indirectly solicit, induce, recruit or encourage any of Employer's employees, independent contracted parties, or consultants to terminate their relationship with Employer, or attempt to solicit, induce, recruit, encourage or take away employees, or consultants of Employer, either for yourself or for any other person or entity. Employer agrees that due to the nature of the business and the Employer's investment in the creation and growth of the business and its initial products and services, these non-solicitation provisions are intended to protect the legitimate business interests of Employer.

10.2. Ukoliko Zaposleni prekrši zabranu preuzimanja iz stava 11.1. iznad, biće dužan da Poslodavcu nadoknadi pun iznos nastale štete. Pored naplate punog iznosa naknade štete, ukoliko Zaposleni u toku radnog odnosa kod Poslodavca povredi zabranu preuzimanja, Poslodavac može da, pored naplate punog iznosa naknade štete, otkáže Ugovor o radu Zaposlenom, u skladu sa Zakonom i Pravilnikom o radu.

If the Employee violates the non-solicitation determined in Paragraph 11.1. hereof, he/she will be obliged to pay to the Employer the full amount of damage arising therefrom. If the Employee breached non-solicitation during the lifetime of employment with the Employer, the Employer may, besides charging of the full damages amount, cancel the Employment Contract to the Employee, in accordance with the Law and Employment Rulebook.

11. Poverljive Informacije

11. Proprietary Information

11.1. Zaposleni je saglasan da se između njega i Poslodavca uspostavlja odnos poverenja u odnosu na određene informacije koje su poverljive ili koje predstavljaju poslovnu tajnu i komparativnu prednost Poslodavca u okviru njegovog poslovanja ili koje se smatraju poslovnom tajnom prema Zakonu o zaštiti poslovne tajne (dalje: „Poverljive informacije“).

The Employee agrees that a relationship of trust is established between her and the Employer in relation to certain information that is confidential or that represents a trade secret and a comparative advantage of the Employer within its operations or that is considered a trade secret according to the Law on the Protection of Trade Secret (“Confidential information”).

11.2. Poverljivim informacijama će se posebno smatrati sledeći podaci, bez obzira na koji način su sačuvani ili prikupljeni:

In particular, the following data, regardless of how it is stored or compiled, will be considered as the Confidential information:

11.2.1. poslovni i finansijski planovi i podaci, informacije o poslovnim prilikama, ugovori, studije, rezultati istraživanja, marketing planovi, u vezi sa Poslodavcem ili licima povezanih sa njim;

11.1.1. business and financial plans and data, information on business opportunities, contracts, studies, research results, marketing plans, in connection with the Employer or persons connected with it;

11.2.2. podaci o visini zarade, naknadi zarade i svim drugim primanjima zaposlenih kod Poslodavca ili u društvima povezanim sa njim;

11.1.2. data on the amount of salary, salary compensation and all other incomes of employees of the Employer or in companies connected with it;

11.2.3. sve druge informacije koja imaju komercijalnu vrednost zato što nisu opšte poznate niti dostupne trećim licima koja bi njihovim korišćenjem ili saopštavanjem mogla ostvariti ekonomsku korist;

11.1.3. all other information that has a commercial value because it is not generally known or available to third parties who could obtain an economic benefit from its use or communication;

11.2.4. sve druge informacije u odnosu na koje Poslodavac ima obavezu da ih tretira kao poverljive ili koje Poslodavac tretira kao njegovo vlasništvo, ili koje su namenjene za internu upotrebu ili ih je Poslodavac utvrdio kao poverljive.

11.3. Zaposleni neće otkriti Poverljive informacije na bilo koji način, direktno ili indirektno, izuzev drugim zaposlenima Poslodavca ili članovima tima ukoliko je to neophodno prilikom redovnog obavljanja posla, ili ukoliko Poslodavac da takvo uputstvo.

11.4. Zaposleni je dužan da posveti posebnu pažnju čuvanju dokumenata i informacija koje predstavljaju Poverljive informacije van domašaja neovlašćenih lica.

11.5. Zaposleni se obavezuje da ne koristi Poverljive informacije izuzev u svrhu obavljanja svojih poslova za Poslodavca.

11.6. Zaposleni se obavezuje da neće otkriti Poverljive informacije ni nakon prestanka radnog odnosa kod Poslodavca.

11.7. Zaposleni potvrđuje da svojim radom kod Poslodavca ne krši i neće kršiti bilo koji ugovor ili obavezu u vezi čuvanja poverljivih informacija prethodnog poslodavca ili bilo kog drugog pravnog ili fizičkog lica

11.8. Ako Zaposleni, u bilo koje vreme u toku i/ili po prestanku radnog odnosa kod Poslodavca, prekrši zabranu odavanja poverljivih informacija, odnosno ukoliko razotkrije ili koristi Poverljive informacije suprotno odredbama člana Pravilnika o radu, biće dužan da Poslodavcu nadoknadi pun iznos nastale štete. U slučaju da je Zaposleni prekršio zabranu odavanja Poslovne Tajne, odnosno ukoliko

11.1.4. all other information in relation to which the Employer has an obligation to treat as confidential or which the Employer treats as its property, or which is intended for internal use or has been determined by the Employer to be confidential.

The Consultant will not disclose Confidential Information in any way, directly or indirectly, except to other employees of the Employer or team members if this is necessary during the regular performance of the work, or if the Employer gives such an instruction

The Consultant is obliged to pay special attention to keeping documents and information representing Confidential Information out of the reach of unauthorized persons.

The consultant undertakes not to use Confidential Information except for the purpose of performing his duties for the Employer.

The Employee undertakes not to disclose Confidential Information even after the termination of employment with the Employer.

The Employee confirms that his work with the Employer does not and will not violate any contract or obligation regarding the storage of confidential information of the previous employer or any other legal or natural person.

If, at any time the Employee violates the ban on disclosing of confidential information, namely if he discloses or uses Proprietary Information contrary to the provisions of to this Article of the Employment Rulebook, he/she will be obliged to pay to the Employer the full amount of the damage arising therefrom. If during the course of employment, the Employee violates the ban on disclosing Business Secret,

razotkrije ili koristi Poverljive Informacije u toku radnog odnosa, Poslodavac će mu, pored naplate naknade štete u punom iznosu, otkazati Ugovor o radu, u skladu sa Zakonom i Pravilnikom o radu.

12. Prestanak radnog odnosa

12.1. Radni odnos između Poslodavca i Zaposlenog:

12.1.1. u slučajevima nezavisno od volje Poslodavca i Zaposlenog; ili

12.1.2. u slučaju sporazumnog raskida Ugovora o radu; ili

12.1.3. u slučaju jednostranog otkaza od strane Poslodavca; ili

12.1.4. u slučaju jednostranog otkaza od strane Zaposlenog, kada Zaposleni ima obavezu da u formi pisanog obaveštenja obavesti Poslodavca o svojoj nameri da otkazuje Ugovor o radu, uz otkazni rok od 30 (trideset) dana od dana dostavljanja obaveštenja Poslodavcu.

13. Nadležni sud za rešavanje sporova

13.1. Osnovni sud koji je mesno nadležan za teritoriju na kojoj se nalazi sedište Poslodavca biće i stvarno nadležni sud za rešavanje svih eventualnih sporova koji proisteknu u vezi sa tumačenjem i/ili primenom ovog Ugovora.

13.2. Pre iznošenja bilo kog spora pred nadležni sud, Zaposleni se obavezuje da se sa svojim zahtevom i/ili potraživanjem obrati najpre Poslodavcu, u cilju rešavanja spora mirnim putem i sporazumno. Ukoliko takav način rešavanja spora nije moguć u razumnim rokovima koji omogućavaju Zaposlenom

namely if he discloses or uses Proprietary Information, the Employer will, besides charging of the full damages amount, cancel the Employment Contract to the Employee, in accordance with the Law and the Employment Rulebook.

12. Termination of Employment

The employment relationship between the Employer and the Employee may be terminated in the following:

12.1.1. in cases independent of the will of the Employer and the Employee; or

12.1.2. in the event of a consensual termination of the Employment Contract; or

12.1.3. in case of unilateral cancellation by the Employer; or

12.1.4. in case of unilateral cancellation by the Employee, when the Employee has the obligation to inform the Employer in the form of a written notice of his intention to cancel the Employment Contract, with a notice period of 30 (thirty) days from the date of delivery of the said notice to the Employer.

13. Competent Court

The Basic Court which has territorial competence due to the registered seat of the Employer shall be competent for all settling of all eventual disputes which may arise in respect to interpretation and/or appliance of this Contract.

Before presenting the dispute to the competent court, the Employee undertakes to firstly present his request and/or claim to the Employer, for the purpose of settling the respective dispute amicably and through negotiations. If such a way of settling a dispute is not possible within

da blagovremeno, u zakonskim rokovima, izvrši svoje pravo na sudsku zaštitu, Zaposleni može da pokrene sudski postupak pred nadležnim sudom.

14. Zabrana omalovažavanja

14.1. Tokom trajanja Ugovora, kao ni u bilo kom trenutku nakon toga, Zaposleni neće omalovažavati, ohrabrivati ili navoditi druge da omalovažavaju Poslodavca, njegove proizvode ili usluge, bilo kog od njegovih zaposlenih koji su bili zaposleni tokom trajanja ovog Ugovora, ili bilo kog od prošlih i sadašnjih saradnika, direktora, proizvoda ili usluga.

14.2. Za potrebe ovog člana, izraz „omalovažavanje“ uključuje: (i) negativne komentare ili izjave upućene štampi, zaposlenima Poslodavca ili bilo kom pojedincu ili entitetu sa kojim Poslodavac ima poslovni odnos (uključujući, bez ograničenja, bilo kojeg postojećeg ili potencijalnog investitora, sponzora, dobavljača, kupaca ili distributera; ili (ii) bilo koju negativnu javnu izjavu, koja u svakom slučaju ima za cilj, ili se može razumno očekivati da će materijalno oštetiti bilo koju od lica ili proizvoda iz prethodnog stava.

15. Intelektualna svojina

Sva prenosiva prava intelektualne svojine na intelektualnim tvorevinama koje nastanu u toku radnog odnosa po ovom Ugovoru (uključujući i svaki nacrt, projekat i drugi rezultat ostvaren tokom radnog odnosa, kompjuterske programe, kompjutersku grafiku i dizajn, specifikacije, uputstva i druga dela) pripadaju Poslodavcu, uključujući i pravo da nastala intelektualna tvorevina bude registrovana ili na drugi način zaštićena tokom ili nakon završetka radnog odnosa. Radi izbegavanja sumnje, ovaj član se primenjuje na sve intelektualne tvorevine koje Zaposleni

reasonable time limits which would allow the Employee to timely, within statutory time limits, exercise the right on legal protection before the court, the Employee may pursue legal protection before the competent court.

14. Non-disparagement

During the term of the Contract, and at any time thereafter, the Employee will not disparage, or encourage or induce others to disparage, the Employer, its products or services, any of its respective employees that were employed during the term of this Contract, or any of its respective past and present, officers, directors, products or services.

For purposes of this section, the term “disparage” includes: (i) negative comments or statements to the press, Employer’s employees, or to any individual or entity with whom Employer has a business relationship (including, without limitation, any vendor and any actual or potential investor, sponsor, supplier, customer or distributor); or (ii) any negative public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the parties from previous paragraph.

15. Intellectual Property

Any and all transferable intellectual property rights to the intellectual creation that arise in the course of employment based on this Contract (including any drafts, projects and other results of the interim stages in the course employment, computer programs, computer graphics and design, specifications, guidance materials and other written works) will belong to the Employer, including the rights to the intellectual creation to be registered or otherwise protected after completion of providing the employment. For the avoidance of

stvari tokom radnog odnosa, bez obzira na hardverski uređaj koji koristi u tu svrhu, odnosno na to u čijoj je svojini taj hardverski uređaj.

doubt, this article applies to all intellectual creations created by the Employee in the course of employment, regardless of the hardware device used for that purpose, that is, to whom belongs the hardware device.

16. Završne odredbe

16. Closing Provisions

16.1. Prilikom zaključenja Ugovora o radu, Poslodavac će Zaposlenom predložiti Pravilnik o radu (dostupan na oglasnoj tabli kod Poslodavca, ili na internom linku, u elektronskoj formi) i uputiće Zaposlenog da je dužan da se detaljno upozna sa svim odredbama Pravilnika o radu. U slučaju sumnje i/ili nerazumevanja odredaba Pravilnika o radu, Zaposleni može da se obrati menadžeru za ljudske resurse, radi dobijanja svih potrebnih objašnjenja. Poslodavac će, u rokovima propisanim zakonom, objaviti sve kasnije izmene i dopune, uključujući i prečišćene tekstove Pravilnika o radu, kako bi se Zaposleni blagovremeno upoznao sa svim izmenama i dopunama Pravilnika o radu.

By the time of concluding of this Contract, the Employer will present the Employment Rulebook to the Employee (which would be available on notice board of the Employer or on an internal link, in electronic form) and will inform the Employee on his obligation to get familiarized with all provisions of the Employment Rulebook. In case of a doubt and/or misunderstanding of provisions of the Employment Rulebook, the Employee may address the HR Manager, for the purpose of obtaining all relevant clarifications. The Employer will, within the statutory time limits, announce all later changes and additions including the revised clean text of the Employment Rulebook, in order to enable the Employee to timely familiarize himself with all such changes and additions to the Employment Rulebook.

16.2. Poslodavac i Zaposleni saglasno ugovaraju da je Poslodavac dužan da blagovremeno objavi (na oglasnoj tabli ili na internom linku u elektronskoj formi) sve druge opšte radnopravne akte, te da je Zaposleni dužan da se upozna sa odredbama tih opštih radnopravnih akata i da iste poštuje.

The Employer and the Employee mutually acknowledge hereto that the Employer is obliged to timely announce (on notice board of the Employer or on an internal link, in electronic form) all other general labour acts, whereby the Employee is obliged to familiarize himself with provisions of such general labour acts and to obey those.

16.3. Sve izmene ovog Ugovora biće izvršene u formi pisanog aneksa Ugovora, ili prečišćenog teksta

All changes of this Contract will be made in a form of written annex to the Contract, or a revised clean text of the

Ugovora, u skladu sa Zakonom i Pravilnikom o radu.

Contract, in accordance with the Law and the Employment Rulebook.

16.4. Ovaj Ugovor stupa na snagu i primenjuje se počev od Dana stupanja na rad.

This Contract will enter into effect and will start to apply on the Employment Commencement Date.

16.5. Ovaj Ugovor sačinjen je u 3 (tri) istovetna primerka, od kojih Poslodavac zadržava dva, a Zaposleni jedan primerak.

This Contract is made in 3 (three) identical originals, out of which 2 for the Employer and 1 for the Employee.

16.6. U slučaju nesaglasnosti između srpske i engleske verzije Ugovora, merodavna će biti srpska verzija Ugovora.

In case of discrepancy between Serbian and English versions of the Contract, Serbian version will prevail.

Employee / Zaposleni

On behalf of the Employer/ Za Poslodavca





Director/Direktor