

Brokerage Agreement	Ugovor o posredovanju
Signed on 18 February 2016. by and between:	Zaključen dana 18.02.2016.godine između:
1) "Selinus" Ltd London in the name of the Vice-president of company Firdavs Hoji-Zoda, operating on the basis of the Power of Attorney 2) "Selinus GAS & OIL" d.o.o. from Novi Sad: Serbia, represented by director Božidar Markuš 3) Firdavs Hoji-Zoda (Tajikistan) date of birth 20 May 1987 in the city Khujand, street with its residence in USA green card no. USCIS#063-416-394 4) Nasym Khodzy Zade (passport no.) date of birth 03 June 1963, in Kirgizstan	1) „Selinus“ LTD. sa sedištem u Londonu, Velika Britanija; koju predstavlja ovlašćeni zakonski zastupnik – potpredsednik kompanije Firdavs Hoji-Zoda. 2) "Selinus Gas&Oil" d.o.o. sa sedištem u Novom Sadu, Srbija; koga zastupa direktor Božidar Markuš. 3) Firdavs Hoji-Zoda (broj pasoša Tadžikistan) državljanin Tadžikistana, rođen 20.05.1987.g. u gradu Khujand, ulica 1, trenutno boravi u Sjedinjenim Američkim Državama po osnovu zelenoj karti broj USCIS 4) Nasym Khodzy Zade (broj pasoša Ukrajina) državljanin Ukrajine, rođen 03.06.1963. u državi Kirgistan
Jointly referred as: the Brokers	Svi zajedno označeni kao: „Posrednici“
5) "Novi Sad – Gas" D.P. from Novi Sad, Serbia, represented by director Jovan Vujanović, (hereinafter: Principal)	5) "Novi Sad – Gas" D.P. sa sedištem u Novom Sadu; koga zastupa direktor Jovan Vujanović, (u daljem tekstu: Principal)
Scope of Agreement	Predmet Ugovora
Article 1 The Brokers are obliged to provide and to obtain in the name and on behalf of the Principal the bank guarantee which will be issued by the reputable bank in the amount of EUR 100.000.000.00, whereby the bank will guarantee explicitly, irrevocably and unreservedly for an amount up to € 100.000.000.00 (Euros hundred million), which will be adequate to be used as a collateral for the loan agreement in the amount not less than EUR 65.000.000.00 (Euros sixty five million) which shall be disbursed to the Principal and this also shall be provided by the Brokers. The terms and conditions of the loan which shall be disbursed to the Principal shall be as follows:	Article 1. Posrednici se obavezuju da obezbede i pribave u ime i za račun Principala bankarsku garanciju koja će biti izdata od strane prvoklasne banke u iznosu od EUR 100.000.000.00, kojom će banka izdavalac garantovati izričito, neopozivo i bez rezerve za iznos od 100.000.000.00 (sto miliona evra), a koja će biti adekvatna da se koristi kao obezbeđenje ugovora o kreditu u iznosu ne manjem od 65.000.000.00 (šezdeset pet miliona evra), koji će biti isplaćen Principalu, a što su Posrednici takode dužni da obezbede. Uslovi zajma koji treba da bude isplaćen Principalu treba da budu sledeći: - Period otplate: ne kraći od 5 godina, - Obezbeđenje: bankarska garancija koja je

- Repayment period: non less than 5 years.
- Collaterals: bank guarantee provided in accordance with the Article 1 of this Agreement.
- Interest rate: in accordance with the market conditions in Serbia.

Brokers are aware and acknowledge that the Principal cannot provide any collateral for the bank guarantee or for the loan, and regardless this fact the Brokers confirms that they are able to provide the Principal with the guarantee and the loan as per previous paragraph.

In case the bank requests the collaterals, the Brokers are obliged to provide the bank with such collaterals.

Article 2

The Brokers are obliged to act in accordance with the care of good businessman and expert. The Brokers shall act in favor of the Principal and shall perform its obligation within 30 days from the day of signing of this Agreement.

Article 3

The Brokers shall notify the Principal on all circumstances relevant to the performance of this agreement which are known to them or which should be known to them.

Article 4

All data and information in respect to this Agreement shall be kept as a confidential and Parties are not entitled to disclose it to any third person, except to the persons involved in the intended transaction without written authorization from the other Party.

Article 5

The Principal shall pay to the Brokers the commission in the amount of EUR 1.300.000,00 in advanced or within 3 days from the disbursement the loan in amount which is not less than EUR 65.000.000,00 (Euros sixty five milion) to the account of the Principal, in accordance with the Article 1. This amount includes all costs and expenses that can occur to the Brokers.

The Parties agree that the Broker are not entitled to request the commission or any costs or expenses from the Principal if the amount of the

prihavljen u skladu sa članom 1 ovog Ugovora.

- Kamatna stopa: u skladu sa tržišnim uslovima u Srbiji.

Posrednici su svesni i priznaju da Principal ne može da obezbedi nijedno sredstvo obezbeđenja na ime izdavanja bankarske garancije ili za isplatu zajma, ali uprkos tome potvrđuju da su u mogućnosti da obezbede Principalu garanciju i zajam u skladu sa prethodnim stavom.

U slučaju da banka bude zahtevala obezbeđenje, Posrednici se obavezuju da isto daju banci.

Član 2.

Posrednici se obavezuju da postupaju u skladu sa pažnjom dobrog privrednika i stručnjaka. Posrednici su dužni da postupaju u korist Principala i dužni su da obaveze izvrše u roku od 30 dana od dana potpisivanja ovog Ugovora.

Član 3.

Posrednici su dužni da obaveste Principala o svim okolnostima koje su relevantne za izvršenje ovog ugovora koje su Posrednicima poznate ili koje su im morale biti poznate.

Član 4.

Sve informacije koje se odnose na ovaj Ugovor su poverljive i Ugovorne strane nisu ovlašćene da ih otkrivaju trećim licima, osim licima koja su uključena u navedeni posao, bez prethodne pisane saglasnosti druge ugovorne strane.

Član 5

Principal je dužan da Brokerima plati proviziju u iznosu od EUR 1.300.000,00:avansno ili u roku od 3 dana od dana uplate zajma u iznosu koji nije manji od EUR 65.000.000,00 na račun Principala, u skladu sa članom 1 Ugovora. U ovaj iznos su uključeni svi troškovi i sve naknade koje mogu nastati za Brokere.

Ugovorne strane su saglasne da Brokeri nemaju pravo da potražuju proviziju, niti bilo kakve troškove od Principala, ukoliko Principalu ne

loan is not disbursed to the Principal.

Article 6

All disputes in respect to the Agreement shall be resolved by the Commercial Court in Novi Sad and the Serbian Law shall apply.

Article 7

In the event any of the provisions of this Agreement shall be or become ineffective, the remaining provisions hereof shall remain effective. The Parties undertake to replace the ineffective provisions with effective ones, which shall correspond in their content and meaning with the content and meaning of the original provisions, the ineffective ones and the intention of Parties.

This Agreement shall come into force on the day of signing hereof.

All modifications to this Agreement shall be made only in an explicit written document signed by Parties.

Article 8

This Agreement is executed in 5 counterparts.

SELINUS LTD

Company Address: 3 rd floor, 49 Farringdon Road, London, EC1M 3JP, UK.

Company number: 8198673

Bank Name: JSC REGIONALA INVESTICIJU BANK A

Bank address: J. Alunāna iela 2, Rīga, LV 1010 Tālrūnis

Account number : LV09RIBR00153240N0000

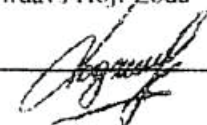
SWIFT code : RIBRLV22

www.ribbank.com; e-pasts

bank@ribbank.com

Tel: +371 6750 8989

Mr. Firdavs Hoji-Zoda



SELINUS GAS & OIL d.o.o.

Address: DIMITRIJA DAVIDOVIĆA BR.26;

NOVI SAD, SERBIA

Company number: 21055999

Bank Name/Address: AIK BANKA AD, NIKOLE PASICA 42, 18000 NIS, SERBIA

bude isplaćen zajam u navedenom iznosu.

Član 6.

Ugovorne strane su saglasne da je u slučaju spora nadležan sud u Novom Sadu, a da je merodavno pravo Republike Srbije.

Član 7.

U slučaju da je bilo koja odredba ovog Ugovora nevažeća ili postane nevažeća, ostale odredbe nastavljaju da proizvode pravno dejstvo. Ugovorne strane se obavezuju da nevažeće odredbe zamene punovažnim odredbama koje će po svom značenju i sadržaju odgovarati odredbama koje je potrebno izmeniti, kao i namerama ugovornih strana.

Ovaj Ugovor stupa na snagu danom potpisivanja koji je ovde naveden.

Sve izmene ovog Ugovora moraju biti sačinjene u pisanoj formi i potpisane od strane Ugovornih strana

Član 8.

Ugovor je zaključen u 5 primeraka.

SELINUS LTD

Adresa: 3 rd floor, 49 Farringdon Road, London, EC1M 3JP, UK.

Matični broj: 8198673

Naziv Banke: JSC REGIONALA INVESTICIJU BANK A

Adresa Banke: J. Alunāna iela 2, Rīga, LV 1010 Tālrūnis

Broj žiro računa : LV09RIBR00153240N0000

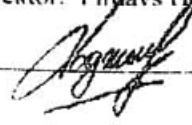
SWIFT code : RIBRLV22

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bank@ribbank.com

Tel: +371 6750 8989

Direktor: Firdavs Hoji-Zoda



SELINUS GAS & OIL d.o.o.

Adresa: DIMITRIJA DAVIDOVIĆA BR.26;

NOVI SAD, SERBIA

Matični broj: 21055999

Ime Banke i adresa: AIK BANKA AD, NIKOLE PASICA 42, 18000 NIS, SERBIA

Bank account: 105-11257-14
Swift Code: AIKBR522
Mr. Božidar Markuš



Firdavs Hoji-Zoda (passport no.
Tadžikistan) date of birth 20 May 1987 in the city
Khujand, street, with its
residence in USA green card no. USCIS

Nasym Khodzy Zade (passport no.
Ukraine) date of birth 03 June 1963, in Kirgizstan

Društveno preduzeće Novi Sad – Gas
Adresa: Teodora Mandića 21 Novi Sad
Company number: 08101132
Bank Name/Address: AIK Banka a.d. Niš; ul.
Nikole Pašića 42
Bank account: 105-32552-52

Director: Jovan Vujanović

m.p.

Broj računa u Banci: 105-11257-14
Swift Code: AIKBR522
Direktor Božidar Markuš



Firdavs Hoji-Zoda (broj pasoša
Tadžikistan) državljanin Tadžikistana, rođen
20.05.1987.g. u gradu Khujand, ulica,
trenutno boravi u Sjedinjenim
Američkim Državama po osnovu zelenoj karti
broj USCIS#063-....-39.

Nasym Khodzy Zade (broj pasoša
Ukrajina) državljanin Ukrajine, rođen 03.06.1963.
u državi Kirgistan

Društveno preduzeće Novi Sad – Gas
Adresa: Teodora Mandića 21 Novi Sad
Matični broj: 08101132
Naziv Banke: AIK Banka a.d. Niš; ul. Nikole
Pašića 42
Broj tekućeg računa u banci: 105-32552-52

Direktor: Jovan Vujanović

m.p.