**Offer** is a public offer of the Agent, addressed to any fully capable person to conclude this business cooperation with him on the existing <u>Terms and Conditions</u> and this Contract.

**Contract on business cooperation (hereinafter: Contract)** is an agreement between these two parties, further Agent and the User, based on providing the service by parties.

**Gift (hereafter: Gift)** is a non–cash money which one person, further the Client, voluntarily and freely donates for the benefit of the individual who serves him, further the User.

**Tip (hereinafter: Gift)** is a non–cash money that Client, voluntarily and freely donates for the benefit of the User who serves him.

**Transfer (hereinafter: Transfer)** implies a voluntary and free transfer of funds in favor of the User, as a reward for his kind service, via Platform, in the manner and under defined <u>Terms and</u> <u>Conditions</u> and this Contract. The transfer is not related to the Client's business activities.

**GreenDigital LLC Belgrade (hereinafter: Agent)** is a limited liability company registered in the Serbian Business Registers Agency, which main business is programming.

**Hvala.tips (hereinafter: Platform)** is a Platform established by Agent. Agent by its Platform provides electronic services which enable Clients to voluntarily and freely transfer funds to Users. The agent provides this service free of charge.

**Gift giver (hereinafter: Client)** is a fully capable person who transfers non-cash money to the User by submitting an order to his bank or card account, for the transfer of funds in favor of the User. By such transfer of funds, the Client transfers the funds via Platform, in the manner and under defined <u>Terms and Conditions</u> and this Contract.

**Gift recipient (hereinafter: User)** is a recipient of funds transferred by Client under defined <u>Terms</u> and <u>Conditions</u> and this Contract. User is a fully capable person who provides services to Clients on the territory of the Agent in the Republic of Serbia.

**The Manager (hereinafter: the Manager)** is fully capable person who is the head of operations in the facility where the User provides his service.

Acceptance (hereinafter: Acceptance) for purpose of this Contract is full and unconditional for all parties.

The moment of acceptance (hereinafter: The moment of acceptance) is the moment when defined <u>Terms and Conditions</u> and provisions of thisContract are accepted by both parties.

Account (hereinafter: Account) is an account within the Platform in which the receipt of all gifts is recorded and sorted by the Agent. This Account's neither Agent's nor the User's bank account. It represents a tabular review of all payments in one place, received from the Client.

**Personal account (hereinafter: Personal account)** is the account of the User, where he registers on the Platform.

# CONTRACT ON BUSINESS COOPERATION (Offer)

## Article 1.

This Contract regulates all rights and obligations between parties.

By accepting the <u>Terms and Conditions</u>, the User consents to the conclusion of the Agreement with the Agent.

#### Article 2.

The subject of this Contract is business technical cooperation between the Agent and the User, where the Agent provides information technology support in connection with the processing of voluntary free transfers of funds from the Client to the Agent, with subsequent transfer to the User, and transfers funds to the Users bank (credit organization).

By this Contract, the Agent enables to User realize his rights from the Gift Contract.

#### Article 3.

According to this Contract, the Agent acts on behalf and at the expense of the User.

The Agent also acts as a Licensor (developer and sole legal owner of the Service as a program), and the User as a Licensee, to whom the Agent provides the right to use a simple limited non-exclusive free license for the services, during the entire duration of this Contract, but exclusively for the implementation of the functionality contained in this Contract.

#### Article 4.

To realize rights from the Gift contract, the User needs to be registered on Platform where he provides his Data.

User registration via Platform is possible only based on the registration link that the user receives from the Manager.

The User is obliged to provide reliable information about his personal Data during the registration and to keep this information up to date. In contrary, Agent has the right to refuse the User's registration on Platform.

The Agent has right to request accompanying documentation from the User (e.g. ID card), to verify the User's identity.

The User is obliged not to use any inappropriate words, signs or images, as well as trademarks protected by Intellectual property rights. The User may not post anything that violates the applicable Law, including, but not limited to pornography, insult, violence, disruption of the constitutional order etc.

The User is not entitled to use the Platform to perform transactions in connection with the financing of political and public activities of any person, including non-profit and public organizations in order to systematically gain the profit or concealment of income.

The account can only be used to receive the Gift of Client, in accordance with the purpose of the Gift contract. Is forbidden to use the Account for the purpose of implementation of entrepreneurial and commercial activities.

The User is obliged not to take actions aimed at forcing Clients to donate him a Gift or to give positive or negative thoughts in the form of comments and ratings of his service on the Platform.

The User is obliged to use his Account personally. Any transfer of Account access to third parties is prohibited.

The User is obliged to immediately notify the Agent of any case of unauthorized access to his Account.

The Agent is obligated to store and process the User's personal data exclusively for the purposes of this Contract.

## Article 5.

The User is obliged to provide a Bank account number and ID number if it's necessary for the realization of the transfer.

All other personal payment information is protected and only available to the card issuing Bank, but some of them may be shown to the Agent, all for the purpose of this Contract.

The User is responsible for damage caused by incorrectly submitted formal Data.

# Article 6.

The Agent is obliged to accept and process payment in the benefit of the User and to ensure the transfer of those funds to the User.

Agent is obligated to transfer the funds in full and without any reduction.

The funds transferred to the User are not the Agent's fee or income. The Agent has only the right to his provision in the amount of 20% of the transferred monthly amount.

## Article 7.

The User confirms his awareness of the fact that the non-taxable amount he can receive from the one Client is a maximum 100,000.00 RSD per year, according to the Law on property taxes.

In case of exceeding this amount, the User is obliged to bear all further tax costs on this basis.

## Article 8.

The Agent determines the final amount which will be paid to the User on the 24<sup>th</sup> of the month at midnight.

The remaining amount, for the days until the end of the current month, will be included in the next calculation.

Payment of the determined amount will be made within the next 5 (five) days to the User's bank account, reduced by the amount of 20% of the final amount, determined in Paragraph 1 (one) of this Article.

In meantime, reports on completed transactions are available to the User through the Account.

# Article 9.

Legal provisions on the protection of Business secrets shall be applied accordingly to this Contract for both parties.

## Article 10.

In case of breaking of provisions of one of the parties, the Contract can be terminated at the initiative of either party, at any time, by deleting his Personal account.

In case of voluntary withdrawal from the Contract, each party must notify the other party within 15 (fifteen) days before the day of termination of the Contract.

In that case, the User has the right to delete his Personal account on Platform, also with timely notice to the Agent about his intention.

If certain funds are remained after deleting the Account, it will be paid to User bank account, within the next 30 days from the day the Personal account is deleted.

In case of force majeure, the provisions of the current legislation shall apply accordingly to this Contract.

#### Article 11.

For everything that is not provided for in this Contract, the provisions of Serbian legislation are applied.

#### Article 12.

In case of any dispute, the parties will resolve it by mutual consent, in contrary, the jurisdiction of the competent court in Belgrade will be agreed.