

Na osnovu odredaba Zakona o privrednim društvima ("Sl. glasnik RS", br. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018, 91/2019 i 109/2021) (u daljem tekstu: „**Zakon**“) i Statuta LINDE GAS SRBIJA Industrija gasova a.d. Bečej, Petrovoselski put 143, 21220 Bečej, Republika Srbija, matični broj: 08128570 („**Društvo**“), a na predlog Nadzornog odbora Društva Skupština akcionara Društva, na redovnoj sednici održanoj dana 30.06.2023. godine donela je sledeću:

POLITIKU NAKNADA

I. UVOD

Skupština utvrđuje politiku naknada članovima Nadzornog i Izvršnog odbora („**Politika Naknada**“) za njihov rad i angažovanje u obavljanju dužnosti iz okvira nadležnosti organa predviđenih odredbama Zakona i Statuta Društva.

Politika naknada je zasnovana na zakonskim propisima i preporukama domaće i međunarodne dobre prakse korporativnog upravljanja i cilj njenog donošenja i primene jeste ostvarenje poslovne strategije Društva, dugoročni razvoj i održivost Društva, kao i motivisanje članova Nadzornog i Izvršnog odbora za njihovo aktivno i odgovorno sprovođenje funkcije kako bi, u krajnjem cilju, rad odbora bio uspešan.

Politika naknada ima za cilj da obezbedi da usvojeni način nagrađivanja bude na nivou koji je dovoljno atraktivan i konkurentan da motiviše angažovanje stručnih lica, da visina naknada bude odgovarajuća zadacima i obimu angažovanja, kao i da visina naknada odražava poslovne mogućnosti i dugoročne interese Društva.

Pursuant to the provisions of the Company Law („Official gazette of the Republic of Serbia, no. 36/2011, 99/2011, 83/2014 - oth. Law, 5/2015, 44/2018, 95/2018, 91/2019 and 109/2021) (hereinafter referred to as: the „**Law**“) and Statute of LINDE GAS SRBIJA Industrija gasova a.d. Bečej, Petrovoselski put 143, 21220 Bečej, Republic of Serbia, Registration no.: 08128570 (hereinafter: the „**Company**“), based on the proposal of Supervisory Board of Company, General Assembly of the Company at the regular session held on 30.06.2023 rendered the following:

REMUNERATION POLICY

I. INTRODUCTION

The General Meeting determines the remunerations' policy of the Supervisory and Executive Board members („**Remuneration Policy**“) for their work and engagement in performing the duties within their competencies prescribed by the Law and the Statute of the Company.

Remunerations Policy is based upon the laws and recommendations of domestic and international good corporate governance practice and the aim of its adoptions and implementation is to achieve business strategy of the Company, long-term development and sustainability of the Company, as well to motivate the members of the Supervisory and Executive Board to perform their functions actively and responsibly so that, ultimately, overall performance of the boards is successful.

The Remuneration Policy aims to ensure that the adopted method of remuneration is at a level that is sufficiently attractive and competitive to motivate the engagement of professionals, that the level of remuneration is appropriate to the tasks and scope of engagement, as well as that the level of remuneration reflects the business opportunities and long-term interests of the Company.

II. SISTEM NAKNADA ČLANOVIMA NADZORNOG ODBORA	II. REMUNERATION SYSTEM FOR THE SUPERVISORY BOARD MEMBERS
<p>Naknada članovima Nadzornog odbora određuje se u fiksnom iznosu.</p>	<p>Remuneration of the Supervisory Board members shall be determined in a fixed amount.</p>
<p>Visina fiksne naknade za članstvo u Nadzornom odboru formirana je na bazi sledećih činjenica:</p>	<p>The amount of fixed remuneration for membership in the Supervisory Board is formed based on the following facts:</p>
<ul style="list-style-type: none"> • odgovornosti i zadataka člana Nadzornog odbora; • očekivane stručnosti i aktivnosti člana Nadzornog odbora; • uloženog vremena i truda člana Nadzornog odbora kao i očekivanih rezultata; • kompleksnosti i veličine Društva; • finansijskog stanja Društva; • ekonomskog okruženja u kome se Društvo nalazi; • procene dosadašnjeg rada člana Nadzornog odbora, kao i odbora u celini; • i na drugim okolnostima od značaja za rad Nadzornog odbora. 	<ul style="list-style-type: none"> • responsibilities and tasks of the Supervisory Board's members; • expected expertise and activity of the Supervisory Board's members; • invested time and effort of the Supervisory Board's members as well as the expected results; • complexity and size of the Company; • financial position of the Company; • economic environment with which the Company is surrounded; • assessment of the past work of the Supervisory Board's members, as well as of the entire board; • and other circumstances significant for the work of the Supervisory Board.
<p>Svakom članu Nadzornog odbora isplaćuje se fiksna naknada za članstvo u Nadzornom odboru u neto iznosu od 300,00 EUR u dinarskoj protivvrednosti obračunatu po srednjem kursu Narodne Banke Srbije, za svaku održanu sednicu Nadzornog odbora Društva.</p>	<p>Each member of the Supervisory Board shall be paid the fixed amount for its membership in the Supervisory Board in the net amount of 300,00 EUR in dinars per middle exchange rate of National Bank of Serbia, for every Supervisory Board session held.</p>
<p>Društvo ne isplaćuje članovima Nadzornog odbora dobrovoljno penzijsko i zdravstveno osiguranje niti ima program prevremene penzije.</p>	<p>The company does not pay the members of the Supervisory Board voluntary pension and health insurance, nor does it have an early retirement program.</p>

Pravo na naknadu ostvaruju članovi Nadzornog odbora samo za vreme obavljanja funkcije, što predstavlja uslov za isplatu naknade.

Sistem naknada članovima Nadzornog odbora odvojen je od sistema naknada i nagrada članovima Izvršnog odbora i drugih rukovodilaca u Društvu, da bi se sprečila mogućnost sukoba interesa.

Članovi Nadzornog odbora nemaju pravo na isplatu otpremnine ili isplatu bilo koje druge naknade ili obeštećenja po osnovu prestanka funkcije, u slučaju razrešenja pre prestanka mandata u skladu sa Zakonom o privrednim društvima bez obzira na razlog, a naročito nemaju pravo na isplatu naknade za članstvo u Nadzornom odboru koju bi član ostvario da je obavljao funkciju do isteka mandata.

Član Nadzornog odbora može podneti ostavku na funkciju člana Nadzornog odbora u skladu sa uslovima, na način i u postupku propisanom Zakonom o privrednim društvima.

U slučaju prestanka mandata člana Nadzornog odbora bez obzira na razlog, Društvo nema bilo kakve finansijske i ostale obaveze prema članu Nadzornog odbora kome je prestala funkcija.

Na osnovu ove Politike naknada Predsednik Skupštine Društva sa članovima Nadzornog odbora zaključuje ugovore o regulisanju međusobnih prava i obaveza.

Ugovor o regulisanju međusobnih prava i obaveza se nalazi u Prilogu ove Politike naknada i čini njen sastavni deo.

Members of the Supervisory Board exercise the right to remuneration only during the performance of their duties, which is a condition for payment of remuneration.

The remuneration system for members of the Supervisory Board is separated from the system of remuneration and rewards for members of the Executive Board and other managers in the Company, in order to prevent the possibility of conflicts of interest.

Members of the Supervisory Board are not entitled to the payment of severance pay or the payment of any other remuneration or compensation based on termination, in case of dismissal before the end of the mandate in accordance with the Company Law, regardless of the reason, and in particular they are not entitled to the payment of compensation for membership in the Supervisory Board, which the member would have achieved if he was performed the mandate until the end of his mandate.

A member of the Supervisory Board may resign from the position of a member of the Supervisory Board in accordance with the conditions, in the manner and in the procedure prescribed by the Company Law.

In the event of termination of the mandate of a member of the Supervisory Board, regardless of the reason, the Company does not have any financial or other obligations towards the member of the Supervisory Board whose function has ended.

Based upon this Remuneration Policy President of General Assembly of Company concludes with the members of the Supervisory Board the agreements on regulation of mutual rights and obligations. The Agreement on the regulation of mutual rights and obligations is in the Annex to this Remuneration Policy and is its integral part.

III. SISTEM NAKNADA ČLANOVIMA IZVRŠNOG ODBORA

Sistem naknada ima za svrhu motivisanje članova Izvršnog odbora za odgovorno i aktivno obavljanje svojih funkcija.

Naknada za rad članova Izvršnog odbora određuje se u fiksnom iznosu.

Visina fiksne naknade za članstvo u Izvršnom odboru formirana je na bazi sledećih činjenica:

- odgovornosti i zadataka članova Izvršnog odbora;
- očekivane stručnosti članova Izvršnog odbora;
- uloženog vremena i truda članova Izvršnog odbora kao i očekivanih rezultata;
- finansijskog stanja Društva;
- ekonomskog okruženja u kome se Društvo nalazi;
- procene dosadašnjeg rada članova Izvršnog odbora, kao i Odbora u celini;

Članovi Izvršnog odbora imaju pravo i na mesečnu zaradu u skladu sa Ugovorom o radu.

Svakom članu Izvršnog odbora isplaćuje se fiksna mesečna naknada za članstvo u Izvršnom odboru u neto iznosu od 100,00 EUR u dinarskoj protivvrednosti obračunatu po srednjem kursu Narodne Banke Srbije, za svaki kalendarski mesec.

Društvo ne uplaćuje članovima Izvršnog odbora dobrovoljno penzijsko i

III. SYSTEM OF THE REMUNERATION FOR THE EXECUTIVE BOARD MEMBERS

Remuneration system has as its aim to motivate the members of the Executive Board for active and responsible performance of their functions.

The remuneration for the work of the members of the Executive Board shall be determined in a fixed amount.

The amount of fixed remuneration for membership in the Executive Board is formed based on the following facts:

- responsibilities and tasks of the Executive Board's members;
- expected expertise of the Executive Board's members;
- invested time and effort of the Executive Board's members as well as expected results;
- financial situation of the Company;
- economic environment with which the Company is surrounded;
- assessment of the past work of the Executive Board's members, as well as of the entire Board;

Members of the Executive Board are also entitled to a monthly salary in accordance with the Employment Agreement.

Each member of the Executive Board shall be paid the monthly fixed amount for its membership in the Executive Board in the net amount of 100,00 EUR in dinars per middle exchange rate of National Bank of Serbia, for every month.

The company does not pay the members of the Executive Board voluntary pension and

zdravstveno osiguranje niti ima program prevremene penzije. Članovi Izvršnog odbora ostvaruju pravo na osiguranje u sklopu osiguranja koje Društvo ugovara za sve zaposlene Društva, u skladu sa internim aktima Društva.

Članovi Izvršnog odbora imaju pravo na isplatu otpremine pod istim uslovima kao i svi drugi zaposleni Društva, a koja je utvrđena u skladu sa Zakonom o radu i internim aktima Društva.

Članovi Izvršnog odbora nemaju pravo na isplatu bilo koje druge naknade ili obeštećenja po osnovu prestanka funkcije, u slučaju razrešenja pre prestanka mandata u skladu sa Zakonom o privrednim društvima bez obzira na razlog, a naročito nemaju pravo na isplatu naknade za članstvo u Izvršnom odboru koju bi član ostvario da je obavljao funkciju do isteka mandata.

Član Izvršnog odbora može podneti ostavku na funkciju člana Izvršnog odbora u skladu sa uslovima, na način i u postupku propisanom Zakonom o privrednim društvima.

U slučaju prestanka mandata člana Izvršnog odbora bez obzira na razlog, Društvo nema bilo kakve finansijske i ostale obaveze prema članu Izvršnog odbora kome je prestala funkcija.

Članovi Izvršnog odbora mogu imati pravo i na zarade po osnovu doprinosa poslovnom uspehu Društva (nagrade, bonusi i sl.) kao i na eventualna druga primanja u skladu sa Zakonom o radu, ugovorima o radu odnosno ugovorima o regulisanju međusobnih prava i obaveza i odlukom Nadzornog odbora.

health insurance, nor does it have an early retirement program. The members of the Executive Board exercise the right to insurance as part of the insurance that the Company contracts for all employees of the Company, in accordance with the internal acts of the Company.

The members of the Executive Board have the right to the payment of severance pay under the same conditions as all other employees of the Company, which is established in accordance with the Labor Law and the internal acts of the Company.

Members of the Executive Board are not entitled to the payment of any other remuneration or compensation based on termination of function, in case of dismissal before end of mandate in accordance with the Company Law, regardless of the reason, and in particular, they are not entitled to the payment of compensation for membership in the Executive Board, which the member would have received if he had performed the function until the end of the mandate.

A member of the Executive Board may resign from the position of a member of the Executive Board in accordance with the conditions, in the manner and in the procedure prescribed by the Company Law.

In the event of the termination of the mandate of a member of the Executive Board, regardless of the reason, the Company does not have any financial or other obligations towards the member of the Executive Board whose position has ended.

Members of the Executive Board may be entitled to salaries based on contributions to the business success of the Company (awards, bonuses, etc.) and to any other income in accordance with the Labor Law, employment agreement or agreements on mutual rights and obligations and the decision of the Supervisory Board.

Na osnovu ove Politike naknada Predsednik Nadzornog odbora Društva sa članovima Izvršnog odbora zaključuje ugovore o regulisanju međusobnih prava i obaveza.

Ugovor o regulisanju međusobnih prava i obaveza se nalazi u Prilogu ove Politike naknada i čini njen sastavni deo.

IV. UTICAJ ZARADA I USLOVA RADA ZAPOSLENIH NA POLITIKU NAKNADA

Pri određivanju ove Politike naknada članova Nadzornog odbora i Izvršnog odbora, u obzir su uzeti uslovi koji se odnose na zarade i druga primanja zaposlenih sličnih kvalifikacija i kompetencija, odnosno znanja, veština u iskustava, ali sa manjim stepenom odgovornosti.

V. POSTUPAK DONOŠENJA, SPROVOĐENJA I NADZORA NAD POLITIKOM NAKNADA

Skupština Društva donosi ovu Politiku naknada i njene izmene i dopune, na predlog Nadzornog odbora.

Nadzorni odbor predlaže ovu Politiku naknada Skupštini Društva na usvajanje najmanje jednom na svake četiri godine, kao i izmene i dopune Politike naknada kada su one potrebne.

Odluka Skupštine Društva i usvojena Politika naknada objavljuju se i čine besplatno dostupnim u periodu od najmanje za sve vreme njene primene, nakon sednice Skupštine Društva na kojoj je ova Politika naknada doneta, na internet stranici Društva.

Based upon this Remuneration Policy President of Supervisory Board concludes with the members of the Executive Board the agreements on regulation of mutual rights and obligations.

The Agreement on the regulation of mutual rights and obligations is in the Annex to this Remuneration Policy and is its integral part.

IV. THE INFLUENCE OF EMPLOYEES' SALARY AND WORKING CONDITIONS ON REMUNERATION POLICY

When determining this Remuneration Policy for the members of the Supervisory Board and the Executive Board, conditions related to salaries and other incomes of employees with similar qualifications and competences, i.e. knowledge, skills and experiences, but with a lower degree of responsibility, were taken into account.

V. PROCEDURE FOR ADOPTING, IMPLEMENTING AND SUPERVISING OF THE REMUNERATION POLICY

The General Assembly of the Company adopts this Remuneration Policy and its amendments, upon the proposal of the Supervisory Board.

The Supervisory Board proposes this Remuneration Policy to the General Assembly of the Company for adoption at least once every four years, as well as amendments to the Remuneration Policy when necessary.

The decision of the Company General Assembly and the adopted Remuneration Policy are published and made available free of charge for a period of at least for the entire time of its application, after the Meeting of the Company General Assembly at which this Remuneration Policy was adopted, on the Company's website.

Nadzorni odbor nadzire sprovođenje ove Politike naknada, o čemu podnosi jednom godišnje Skupštini Društva izveštaj o svim naknadama koje je Društvo isplatilo ili se obavezalo da isplati svakom pojedinom sadašnjem i bivšem članu Izvršnog odbora i Nadzornog odbora u skladu sa ovom Politikom naknada, u poslednjoj poslovnoj godini koja prethodi godini u kojoj se sačinjava izveštaj.

Skupština Društva nadzire sprovođenje ove Politike naknada razmatranjem izveštaja Nadzornog odbora.

VI. PRELAZNE I ZAVRŠNE ODREDBE

Ova Politika naknada utvrđuje se za period od četiri godine.

Ova Politika naknada stupa na snagu danom donošenja i objavljuje se u skladu sa odredbama Zakona o privrednim društvima.

U Bečeju, dana 30.06.2023. godine

PRESEDNIK SKUPŠTINE AKCIONARA

The Supervisory Board supervises the implementation of this Remuneration Policy, on which it submits to the Company General Assembly once a year a report on all remunerations that the Company paid or undertook to pay to each individual current and former member of the Executive Board and the Supervisory Board in accordance with this Remuneration Policy, in the last business year which precedes the year in which the report is created.

The General Assembly of the Company supervises the implementation of this Remuneration Policy by considering the report of the Supervisory Board.

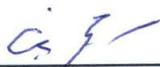
VI. FINAL PROVISIONS

This Remuneration Policy is established for a period of four years.

This Remuneration Policy is effective on the date of its adoption and is published in accordance with the provisions of the Company Law.

In Becej, 30.06.2023

PRESIDENT OF THE GENERAL MEETING ASSEMBLY







Na osnovu člana 438. a u vezi sa članom 393. Zakona o privrednim društvima ("Sl. glasnik RS", br. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018, 91/2019 i 109/2021), člana 19. tačka 19.10. i 19.11. Statuta Društva i na osnovu Odluke Skupštine akcionara LINDE GAS SRBIJA Industrija gasova a.d. Bečeј, broj _____ od _____ godine

_____, Predsednik Skupštine akcionara LINDE GAS SRBIJA Industrija gasova a.d. Bečeј, Petrovoselski put br 143, (u daljem tekstu Predsednik)

i

_____, član Nadzornog odbora LINDE GAS SRBIJA Industrija gasova a. d. Bečeј (u daljem tekstu "član Nadzornog odbora")

zaključuju

U G O V O R O P R A V I M A I O B A V E Z A M A

Član 1.

Ovim Ugovorom regulišu se prava, obaveze i naknada za rad člana Nadzornog odbora LINDE GAS SRBIJA a.d. Bečeј, počev od njegovog imenovanja na funkciju člana Nadzornog odbora LINDE GAS SRBIJA Industrija gasova a. d. Bečeј od _____ godine.

Član 2.

Član Nadzornog odbora LINDE GAS SRBIJE (u daljem tekstu: Društvo), se obavezuje da će poslove i zaduženja člana Nadzornog odbora obavljati savesno i lojalno, sa pažnjom dobrog privrednika, u razumnom uverenju da deluje u najboljem interesu Društva, a sve u saglasnosti sa pozitivnim zakonskim i podzakonskim propisima Republike Srbije i opštim aktima Društva.

On the basis of Article 438, in regard Article 393, of the Law on Commercial Entities (Official Gazette of the Republic of Serbia no. 36/2011, 99/2011, 83/2014 - oth. Law, 5/2015, 44/2018, 95/2018, 91/2019 and 109/2021), Article 19, Paragraph 19.10 and 19.11. of the Statute of Company and on the basis of the Decision of the Shareholders' Assembly of LINDE GAS SRBIJA Industrija gasova a.d. Bečeј no. _____, as of _____

_____, as the President of the Shareholders' Assembly of LINDE GAS SRBIJA Industrija gasova a.d. Bečeј, Petrovoselski put 143 (hereinafter referred to as "President"),

and

_____, as the member of the Supervisory Board of LINDE GAS SRBIJA Industrija Gasova a.d. Bečeј (hereinafter referred to as "Member of the Supervisory Board")

Conclude this

A G R E E M E N T O N R I G H T S A N D O B L I G A T I O N S

Article 1

This Agreement regulates the rights, obligations and remuneration for the activity of the Member of the Supervisory Board of LINDE GAS SRBIJA a.d. Bečeј, starting from his appointment to the function of the member of the Supervisory Board of LINDE GAS SRBIJA Industrija gasova a.d. Bečeј from _____.

Article 2

Member of the Supervisory Board of the LINDE GAS SRBIJA (hereinafter referred to as "Company") commits to carry out the activities and duties of a member of the Supervisory Board conscientiously and loyally, with due diligence, and in reasonable belief that he acts in the best interests of the Company, in accordance with the applicable laws and regulations of the Republic of Serbia, as well as in accordance with the by-laws of the Company.

Član 3.

Član Nadzornog odbora Društva je obavezan da:

- redovno i uredno prisustvuje redovnim i vanrednim sednicama Nadzornog odbora Društva i da se maksimalno stručno i radno angažuje u radu Nadzornog odbora;
- se stara o sprovođenju odluka Skupštine akcionara Društva, odnosno da se stara da odluke Nadzornog odbora Društva u svemu budu usaglašene sa odlukama Skupštine akcionara;
- vodi računa o donošenju odluka Nadzornog odbora da se stara o njihovom blagovremenom i zakonitom sprovođenju
- aktivno učestvuje u obavljanju poslova i vršenju nadležnosti Nadzornog odbora Društva, u skladu sa važećim zakonima, drugim propisima i opštim aktima Društva.

Pored navedenih obaveza Član Nadzornog odbora Društva obavljaće i svaki drugi posao ili zadatak vezan za poslovanje Društva, a po odluci i ovlašćenju Skupštine akcionara ili Predsednika Nadzornog odbora Društva i biće odgovoran za zakonitost i urednost izvršenja poverenog posla ili zadatka.

Član 4.

Član Nadzornog odbora Društva dužan je da aktivno učestvuje u izradi odluka i izveštaja koji se podnose Skupštini akcionara saglasno članu 32. Statuta Društva, a naročito izveštaja o:

- računovodstvenoj praksi i praksi finansijskog izveštavanja društva,
- usklađenosti poslovanja Društva sa zakonom i drugim propisima,
- kvalifikovanosti i nezavisnosti revizora Društva u odnosu na Društvo ako su finansijski izveštaji bili predmet revizije,

Article 3

Member of the Supervisory Board of the Company is obliged to:

- Duly and regularly attend the ordinary and extraordinary meetings of the Supervisory Board of the Company, with the maximum professional and working commitment in the activities of the Supervisory Board;
- Secure the enforcement of decisions of the Shareholders' Assembly of the Company, as well as compliance of the decisions of the Supervisory Board of the Company with the decisions of the Shareholders' Assembly;
- Take care of adoption of decisions of the Supervisory Board and their timely and lawful enforcement;
- Actively participate in carrying out of the activities and competences of the Supervisory Board of the Company, in accordance with the applicable laws, regulations and by-laws of the Company.

In addition to the duties listed above, Member of the Supervisory Board of the Company shall carry out any other activity or task relating to the business operations of the Company, in accordance with the relevant decision of the Shareholders' Assembly or of the President of the Supervisory Board of the Company and shall be responsible for the legality and regularity of the enforcement of such activities or tasks.

Article 4

Member of the Supervisory Board of the Company is obliged to actively participate in drafting of decisions and reports to be submitted to the Shareholders' Assembly pursuant to the Article 32 of the Articles of Association of the Company, and especially of those relating to:

- Accounting practice, and financial reporting practice of the Company;
- Compliance of business activity of the Company with the law and other regulations;
- Qualifications and independence of the auditor of the Company, in relations to the Company, in the event the financial

- ugovorima zaključenim između Društva i direktora, kao i sa licima koja su sa njima povezana u smislu ovog Zakona
- ekonomičnosti, rentabilnosti i solventnosti Društva, na godišnjoj Skupštini akcionara
- značajnim poslovnim događajima, odnosno poslovima koji bi mogli biti od velikog značaja za rentabilnost, poslovanje i za solventnost Društva, kako bi Skupština akcionara mogla blagovremeno da zauzme stav o tim izveštajima Nadzornog odbora
- drugim pitanjima koja su od značaja za poslovanje Društva.

Član 5.

Član Nadzornog odbora Društva odgovoran je za netačnost, nezakonitost ili nepreciznost izveštaja koji se podnose Nadzornom odboru i/ili Skupštini akcionara Društva, izuzev ukoliko je izdvojio svoje mišljenje i glasao »protiv« podnetog izveštaja ili odluke.

Pored statusne odgovornosti za netačnost, nezakonitost ili nepreciznost izveštaja i/ili odluka iz prethodnog stava ovog člana, član Nadzornog odbora Društva dužan je da naknadi Društvu svu štetu koju ono trpi usled takve netačnosti, nezakonitosti ili nepreciznosti izveštaja i/ili odluke.

Član 6.

Za rad u Nadzornom odboru Društva, članu Nadzornog odbora ima pravo na naknadu za svoj rad u iznosu od 300,00 EUR u dinarskoj protivvrednosti obračunato po srednjem kursu, za svaku održanu sednicu Nadzornog odbora Društva.

Naknada iz stava 1. ovog člana će se po pravilu isplaćivati nakon održane sednice Nadzornog odbora.

Visina naknade za rad iz stava 1. ovog člana razmatraće se na svakoj redovnoj Skupštini akcionara Društva koja je može izmeniti u skladu sa poslovnim rezultatima Društva, u postupku propisanom zakonom i opštim aktima Društva.

statements of the Company were subject of an audit;

- Contracts entered into by and between the Company and directors, as well as with other person associated with them, within the meaning of the Company Law.
- cost-effectiveness, profitability and solvency of the Company at the annual Shareholders' Assembly;
- important business developments and transactions that could be of significant importance for the profitability, business and solvency of the Company, so that the Shareholders' Assembly could timely take a position on such reports of the Supervisory Board;
- other matters important for the business operations of the Company.

Article 5

Member of the Supervisory Board of the Company is responsible and liable for any inaccuracy, illegality or ambiguity of reports submitted to the Supervisory Board and/or to the Shareholders' Assembly of the Company, unless he gave the dissenting opinion and voted "against" the submitted report or decision.

Beside the status liability for inaccuracy, illegality or ambiguity of reports from the previous Paragraph of this Article, Member of the Supervisory Board of the Company is obliged to compensate to the Company any and all damage the Company may sustain as the consequence of such inaccuracy, illegality or ambiguity of a report and/or decision.

Article 6

For the work in the Supervisory Board of the Company, Member of the Supervisory Board is entitled to a remuneration of 300,00 EUR in Dinars calculated at the middle exchange rate for each held meeting of the Supervisory Board.

The remuneration from Paragraph 1 of this Article shall, generally, be paid after the meeting of the Supervisory Board has been held.

The amount of remuneration from the Paragraph 1 of this Article shall be considered at each Annual Shareholders' Assembly of the Company, which may amend such remuneration in accordance with the business results of the Company, in the procedure prescribed by the law and by-laws of the Company.

Član 7.

Član Nadzornog odbora Društva ne sme za vreme obavljanja te funkcije direktno ili indirektno raditi ili se na drugi način angažovati u drugom privrednom društvu iste ili slične delatnosti, osim ako za to dobije izričito odobrenje Nadzornog odbora Društva.

U slučaju da član U Nadzornog odbora Društva povredi zabranu konkurencije iz prethodnog stava ovog člana, Društvo zadržava sva prava koja ima na osnovu zakona i/ili opštih akata Društva.

Član 8.

Ovaj Ugovor je razmatran i odobren na sednici Skupštine akcionara Društva i stupa na snagu danom potpisivanja.

Ovaj ugovor važi 4 godine od dana potpisivanja.

Član 9.

Ovaj Ugovor je sačinjen u 3 (tri) primerka na srpskom jeziku i na engleskom jeziku od kojih po 1 (jedan) primerak pripada članu Nadzornog odbora a po 2 (dva) primerka ostaju u Društvu.

PREDSEDNIK SKUPŠTINE AKCIONARA
LINDE GAS SRBIJA

ČLAN NADZORNOG ODBORA
LINDE GAS SRBIJA

Article 7

Member of the Supervisory Board of the Company, for the duration of his mandate, must not directly or indirectly work or in any other way engage in another company of the same or similar business activity, except with the explicit approval of the Supervisory Board of the Company.

In case Member of the Supervisory Board of the Company would breach the prohibition of competition from the previous Paragraph of this Article the Company shall have all rights available to it on the basis of the law and/or by-laws of the Company.

Article 8

This Agreement has been considered and approved at the session of the Shareholders' Assembly of the Company and comes into force on the day of its execution.

This Agreement is valid 4 years from the date of signing.

Article 9

This Contract is made in 3 (three) copies in the Serbian language and 3 (three) copies in the English language, one of which belongs to the Member of the Supervisory Board and 2 (two) to the Company.

PRESIDENT OF THE SHAREHOLDERS' ASSEMBLY
OF LINDE GAS SRBIJA

MEMBER OF THE SUPERVISORY BOARD
OF LINDE GAS SRBIJA

Na osnovu člana 420. i 424. Zakona o privrednim društvima ("Sl. glasnik RS", br. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018, 91/2019 i 109/2021), člana 31. tačka 31.2. i 31.13. Statuta Društva i na osnovu Odluke Nadzornog odbora LINDE GAS SRBIJA Industrija gasova a. d. Bečej, Petrovoselski put 143, broj _____ od _____ godine i na osnovu Odluke Skupštine akcionara br. _____ od _____ godine

LINDE GAS SRBIJA Industrija gasova a. d. Bečej, Petrovoselski put 143, (u daljem tekstu: Društvo) zastupano od strane _____, Predsednika Nadzornog odbora Društva (u daljem tekstu: Predsednik),

i

_____, iz _____, ul. _____ br. __, član Izvršnog odbora Društva, zadužen za deo poslovanja _____ (u daljem tekstu: Izvršni direktor za _____ – član Izvršnog odbora)

zaključuju

U G O V O R O PRAVIMA I OBAVEZAMA

Član 1.

Ovim Ugovorom regulišu se prava, obaveze, odgovornost i naknada za rad Izvršnog direktora za _____ – člana Izvršnog odbora Društva, počev od imenovanja tj. od _____ godine.

Član 2.

Izvršni direktor za _____ - član Izvršnog odbora Društva, se obavezuje da će poslove i zaduženja člana Izvršnog odbora obavljati savesno i lojalno, sa pažnjom dobrog privrednika, a u razumnom uverenju da deluje u najboljem interesu Društva a sve u saglasnosti sa pozitivnim zakonskim i podzakonskim propisima Republike Srbije i opštim aktima Društva.

Član 3.

Izvršni direktor za _____ pored prava i obaveza regulisanih Ugovorom broj _____ godine, obavljaće počev od _____ godine i poslove člana Izvršnog odbora Društva koji naročito obuhvataju:

- redovno i uredno prisustvovanje sednicama Izvršnog odbora Društva, kao i maksimalno stručno i radno angažovanje u radu Izvršnog odbora,
- zastupanje i predstavljanje Društva u oblasti poslovanja prodaje,
- zastupanje, predstavljanje i potpisivanje za obaveze Društva iz člana 7. stav 2. Statuta zajedno sa jednim članom Izvršnog odbora,
- uredno, blagovremeno i potpuno sprovođenje Odluka Nadzornog odbora Društva i Skupštine akcionara Društva,
- razmatranje i razrešavanje svih tekućih pitanja vezanih za poslovanje celokupnog Društva, zajedno sa ostalim članovima Izvršnog odbora,
- pripremanje predloga za razmatranje na sednicama Nadzornog odbora Društva,
- stalno i potpuno informisanje Nadzornog odbora o poslovima koji bi mogli biti od većeg uticaja na poslovanje Društva i na poslovne odnose sa drugim društvima, kao i o svim drugim pitanjima i obavezama predviđenim

pozitivnim zakonskim i podzakonskim propisima i opštim aktima Društva.

Pored navedenih obaveza Izvršni direktor za _____ - član Izvršnog odbora Društva obavljaće i svaki drugi posao i/ili zadatak vezan za poslovanje Društva iz oblasti _____, a po pismenoj Odluci i ovlašćenju Nadzornog odbora Društva i u okviru svog delokruga rada kvalifikacije i stručnosti, i biće odgovoran za zakonitost i urednost izvršenja poverenog posla ili zadatka.

Član 4.

Izvršni direktor za _____ - član Izvršnog odbora Društva, dužan je da na zahtev Nadzornog odbora i/ili na zahtev člana Nadzornog odbora podnese izveštaj o događajima i činjenicama iz oblasti prodaje koji bi mogli biti od većeg uticaja na poslovanje Društva i na poslovne odnose sa drugim Društvima, kao i o bilo kojem drugom pitanju vezanom za poslovanje Društva iz oblasti _____.

Član 5.

Izvršni direktor za _____ - član Izvršnog odbora Društva odgovoran je za netačnost i nezakonitost izveštaja i/ili odluka o prodaji koje se dostavljaju Nadzornom odboru i/ili Skupštini akcionara Društva.

Pored statusne odgovornosti za netačnost i nezakonitost izveštaja i/ili odluka iz prethodnog stava ovog člana, Izvršni direktor za _____ - član Izvršnog odbora Društva je odgovoran za štetu prouzrokovanu povredom svojih dužnosti i zakona.

Član 6.

Naknada za rad člana Izvršnog odbora Društva, utvrđuje se odlukom Nadzornog odbora Društva.

Nadzorni odbor Društva je ovlašćen da odredi bonus naknadu za godišnji rad člana Izvršnog odbora Društva, a sve u skladu sa Bonus šemom koju utvrđuje Nadzorni odbor.

Član 7.

Izvršni direktor za _____ - član Izvršnog odbora Društva, ne može za vreme obavljanja poslova Izvršnog direktora za _____ i dužnosti člana Izvršnog odbora Društva direktno ili indirektno raditi ili se na drugi način angažovati u drugom privrednom društvu iste ili slične delatnosti, osim ako za to dobije izričito odobrenje Nadzornog odbora Društva.

U slučaju da Izvršni direktor za _____ - član Izvršnog odbora Društva povredi zabranu konkurencije iz prethodnog stava ovog člana, Društvo zadržava sva prava koja ima po osnovu zakona i/ili opštih akata Društva.

Član 8.

Nadzorni odbor Društva može raskinuti ovaj Ugovor i prekinuti rad člana Izvršnog odbora u svako doba bez posebnog obrazloženja.

Član Izvršnog odbora po raskidu ovog Ugovora neće imati nikakva dalja prava po ovom Ugovoru.

Član 9

Usklađenost sa zakonima, propisima i internim smernicama/politikom:

Izvršni direktor će sav svoj radni potencijal u toku radnog vremena staviti na raspolaganje isključivo Društvu i promovisaće i zastupati njegove interese u skladu sa svojim najboljim sposobnostima. On će

ispunjavati svoje ugovorne obaveze pažljivo i odgovorno u okviru važećih zakona i pravila i propisa Kompanije, kao i sa uputstvima datim od slučaja do slučaja.

Bavljenje sa sukobom interesa

U uzajmnom interesu Izvršnog direktora i Društva, Izvršni direktor će podneti Izveštaj Nadzornom odboru Društva o svim poznatim ili kasnije saznatim činjenicama i okolnostima, koje mogu verovatno dovesti do sukoba interesa u vezi sa njegovim radom. Ovo se posebno odnosi kada su kupci, dobavljači ili drugi poslovni partneri Društva ili povezanih preduzeća Poslodavca usko povezani sa zaposlenim.

Borba protiv korupcije –usklađenosti:

Zaposleni se slaže, da za sebe i za treća lica ne prihvati ili ponudi nefer prednosti u obliku gotovine ili ne-novčane naknade i usluga od strane trećih lica ili preduzeća sa kojima Društvo ili povezane Kompanije održavaju poslovanje ili koja je zainteresovana za uspostavljanje poslovnog odnosa.

Povraćaj imovine i poverljivost / zaštita službene tajne:

Izvršni direktor je saglasan da vrati sve dokumente i druge predmete koji se odnose na Društvo a koji su u njegovom posedu ili su mu dostupni u Društvu, bez obzira na to dali je materijal on sam proizveo ili su to Dokumenta Društva, nakon raskida ovog Ugovora, sa pisanom garancijom o njihovoj celovitosti. Ovo se odnosi i na informacije sačuvane na elektronskim medijima za skladištenje podataka.

Izvršni direktor se slaže da sadržaj ovog sporazuma, svih poslovnih procesa, odnosa prodaje, transakcija, kalkulacija i tehničkih kao i specifičnih proizvodnih informacija koje su mu postale poznate u vezi sa njegovim radom u Društvu, čuva kao strogo poverljive, dokle god se smatraju poverljivim ili su eksplicitno proglašene poverljivim. Ova obaveza poverljivosti primenjuje se i u njegovom privatnom životu i nakon odlaska iz Društva.

Društvo izričito zadržava pravo da preduzme krivični ili građansko pravni postupak, naročito za utvrđivanje zahteva za naknadu štete, u slučaju bilo kakvog kršenja ove obaveze.

Odsustvo ličnih istraga /osuda za korupciju/osuda za monopole i srodna krivična dela

Izvršni direktor izjavljuje na osnovu svog najboljeg znanja i verovanja, da nije krivično gonjen ili osuđen od strane vlasti za korupciju ili slična ekonomske povrede kao i povrede zaštite od konkurencije u poslednjih pet godina.

Član 10.

Ovaj Ugovor stupa na snagu potpisivanjem od strane ugovornih strana i važi 4 godine od dana potpisivanja.

Tekst ovog Ugovora je odobren od strane Skupštine akcionara na sednici održanoj dana _____ godin

Član 11.

Ovaj Ugovor je sačinjen u 3 (tri) primerka na srpskom jeziku, i u tri primerka na engleskom jeziku od kojih po jedan primerak pripada Izvršnom direktoru za _____ - članu Izvršnog odbora direktora Društva a po 2 (dva) primerka ostaju u Društvu.

IZVRŠNI DIREKTOR ZA _____

PRESEDNIK NADZORNOG ODBORA

On the basis of the Articles 420 and 424, of the Company Law ("Official Gazzeta RS", no. 36/2011, 99/2011, 83/2014 – oth. Law, 5/2015, 44/2018, 95/2018, 91/2019 and 109/2021), Article 31, Paragraph 31.2 and 31.13, of the Statute of Company, and on the basis of the decision of the Supervisory Board of LINDE GAS SRBIJA Industrija gasova a.d. Becej, Petrovoselski put 143, no. _____ from _____, and General Shareholders Assembly Decision _____ from _____

LINDE GAS SRBIJA Industrija gasova a.d. Becej, Petrovoselski put 143 (hereinafter referred to as the "Company"), represented by _____, President of the Supervisory Board of the Company (hereinafter referred to as the "President"),

and

_____, from _____ street _____ no. _____, in the capacity of the Member of the Executive Board of the Company responsible for business part _____ (hereinafter referred to as the "Executive Director of _____ – Member of the Executive Board"),

Concludes

AGREEMENT ON RIGHTS AND OBLIGATIONS

Article 1

This Agreement regulates the rights, obligations, responsibilities and remuneration for the work of the Executive Director of _____ – Member of the Executive Board of the Company, starting from his appointment, i.e. from _____.

Article 2

The Executive Director of _____ – Member of the Executive Board of the Company commits to carry out the activities and duties of a member of the Executive Board conscientiously and loyally, with due diligence, and with reasonable belief that he acts in the best interests of the Company, in accordance with the applicable laws and regulations of the Republic of Serbia and in accordance with the by-laws of the Company.

Article 3

The Executive Director of _____ besides the rights and duties stipulated under the Agreement no. _____ from _____, shall starting from _____ also carry out the activities of a member of the Executive Board of the Company, especially:

- to duly and regularly attend the meetings of the Executive Board of the Company, with the maximum professional and working commitment in the activities of the Executive Board;
- to represent the Company in the financial business activities and in the Procurement business activity;
- to represent the Company and sign for the obligations of the Company according to Article 7, Paragraph 2 of the Company's Statutes, together with the President of the Executive Board – General Director of the Company;

- to duly, timely and fully implement the decisions of the Supervisory Board and the Shareholders' Assembly of the Company;
- to analyze and resolve all current issues relating to the business operations of the entire Company, together with other members of the Executive Board;
- to draft proposals to be discussed at the Supervisory Board meetings;
- to continuously and thoroughly inform the Supervisory Board on activities that could significantly influence the business operations of the Company and business relations with other companies, as well as on any other issues and duties, in accordance with the applicable laws, regulations and by-laws of the Company;

In addition to the duties listed above the Executive Director of _____ Member of the Executive Board of the Company shall carry out any other activity or task relating to the _____ operations of the Company, on the basis of the written decision and authorization of the Supervisory Board of the Company within his competences and qualifications and shall be responsible for the legality and regularity of the enforcement of such activities or tasks.

Article 4

The Executive Director of _____ - Member of the Executive Board of the Company is obliged to submit at the request of the Supervisory Board and/or a member of the Supervisory Board a report on events and facts in the area of Finance and Procurement that could significantly influence the business operations of the Company and its business relations with other companies, as well as of any other issue relating to the _____ operations of the Company.

Article 5

The Executive Director of _____ - Member of the Executive Board of the Company is responsible for any inaccuracy and illegality of the financial reports or decisions to be submitted to the Supervisory Board and/or to the Shareholders' Assembly of the Company.

Beside the status liability for inaccuracy and illegality of reports and/or decisions from the previous Paragraph of this Article, the Executive Director of _____ - Member of the Executive Board of the Company is liable for the damage caused by violation of his obligations and the law.

Article 6

The compensation for the work of a member of the Executive Board shall be set by the Supervisory Board.

The Supervisory Board is entitled to set the bonus for annual work of the member of the Executive Board in accordance with bonus scheme established by the Shareholders Assembly.

Article 7

The Executive Director of _____ - Member of the Executive Board of the Company for the period performing activities as Executive Director of _____ and obligations of the Executive Board must not directly or indirectly work or in any other way engage in another company of the same or similar business activity, except with the explicit approval of the Supervisory Board of the Company.

In case the Executive Director of _____ - Member of the Executive Board of the Company would breach the prohibition of competition from the previous Paragraph of this Article, the Company shall have all rights available to it on the basis of the law and/or by-laws of the Company.

Article 8

The Supervisory Board of the Company may terminate this Agreement and end the work of the Member of the Executive Board at any time without stating the reasons for such removal.

No further rights will derive from this Agreement for the Member of the Executive Board after the termination of this Agreement.

Article 9

Compliance with laws, regulations and internal guidelines / policies:

The Executive Director shall make his labour force during working time exclusively available to the Company and shall promote and represent its interests to the best of his ability. He shall fulfill his contractual obligations carefully and responsibly within the framework of applicable laws and company rules and regulations as well as instructions given on a case-by-case basis.

Dealing with conflicts of interest:

In the mutual interest of the Executive Director and the Company, the Executive Director shall report all known or later-acquainted facts and circumstances to the Supervisory Board of the Company, which may likely lead to a conflict of interest in connection with his work. This especially applies when customers, suppliers or other business partners of the Company or associated companies of the employer are closely associated with the employee.

Anti-corruption Compliance:

The employee agrees, both for himself and for third parties, to not accept or offer unfair advantages in the form of cash or non-cash benefits and services from persons or businesses with which the Company or a related company maintains business or which is interested in establishing a business relationship.

Return of assets and confidentiality / protecting company secrets:

The Executive Director agrees to return all documents and other items relevant to the Company in his possession or make them accessible to the Company, regardless of whether it is material he produced himself or they are Company documents, upon termination of this Agreement with a written guarantee of its completeness. This also applies to information saved on electronic data storage media.

The Executive Director agrees to keep the contents of this Agreement, all business processes, instructions, equipment, security measures, sales relationships, transactions, calculations, and technical as well as product-specific information which have become known to him in connection with his work for the Company strictly confidential, as long as they are considered or explicitly declared confidential.

This confidentiality obligation also applies in his private life and after leaving the Company.

The Company expressly reserves the right to take criminal or civil legal action, especially to assert claims for damages, in the event of any breach of this obligation.

Absence of personal investigations / convictions for corruption or competition/antitrust related offences:

The Executive Director ensures, to the best of his knowledge and belief, that he hasn't been prosecuted by authorities for or convicted of corruption or similar economic or competition offences within the last five years.

Article 10

This Agreement comes into force on the day of its execution by the contracting parties and is valid for 4 years from date of signing.

Text of this Agreement is approved by the General Shareholders Assembly of the Company at the meeting held on _____.

Article 11

This Agreement is made in 3 (three) copies in the Serbian language, one of which belongs to the Executive Director of _____ - Member of the Executive Board of the Company and 2 (two) to the Company.

EXECUTIVE DIRECTOR OF _____

PRESIDENT OF THE SUPERVISORY BOARD