

*Ordinary share IGH-RA, ISIN HRIGH0RA0006*  
*Listed on the official market of the Zagreb Stock Exchange*  
*Home Member State: Croatia*  
*LEI code: 74780000W0UQ8MF2FU71*

Ordinary share IGH-R-A, ISIN HRIGH0RA0006  
Listed on the official market of the Zagreb Stock Exchange  
Home Member State: Croatia  
LEI mark: 74780000W0UQ8MF2FU71

**ZAGREB STOCK EXCHANGE**  
Ivana Lučića 2a  
10000 Zagreb

**HANFA**  
Miramarska 24b  
10000 Zagreb

**HINA**  
[ots@hina.hr](mailto:ots@hina.hr)

Zagreb, November 29 , 2023

**SUBJECT: Notice on the conclusion of the contract on the merger of the company RADELJEVIĆ doo and IGH CONSULTING doo to the company INSTITUT IGH, dd**

Based on Articles 517 and 531 of the Companies Act, **INSTITUT IGH, d.d.** , in the process of merging the company RADELJEVIĆ d.o.o. and IGH CONSULTING doo (hereinafter: the merged companies), to the company **INSTITUT IGH, d.d.** , (hereinafter: IGH dd or the acquiring company), announces as follows:

IGH dd is the only member of the company RADELJEVIĆ doo and IGH CONSULTING doo, and in this merger procedure the provisions of Article 531 of the Companies Act on mergers in special cases ("simple" merger) are applied.

The managements of IGH dd, RADELJEVIĆ doo and IGH CONSULTING doo concluded a Merger Agreement. In the contract in question, the contracting parties agreed that RADELJEVIĆ doo and IGH CONSULTING doo would join IGH dd as the acquiring company, by transferring all their assets and all their liabilities to the acquiring company, without conducting the liquidation procedure of the merged company. On the day of entry of the merger in the court register in which the acquiring company is registered, the merged company will cease to exist, the other effects of the merger are defined in the contract. The acquiring company will become the general legal successor of the merged company and will thereby enter into all legal relations of the merged company. Merger transactions are carried out as part of the overall restructuring process of the IGH Institute group.

IGH INSTITUTE, dd  
Janka Rakuše 1  
10000 Zagreb, Croatia

TEL +385 (0)1 612 51 25  
FAX +385 (0)1 612 54 01  
EMAIL [igh@igh.hr](mailto:igh@igh.hr)  
WEB [www.igh.hr](http://www.igh.hr)

Competent court:  
Commercial Court in Zagreb  
registration card with registration number  
(MBS) 080000959

Share capital:  
HRK 116,604,710.00,  
Paid in full

Number of issued shares: IGH  
613,709  
The nominal value of the share is HRK  
190

MB: 3750272  
OIB: 79766124714  
Business bank:  
Nova hrvatska banka dd  
IBAN:  
HR6825030071100087335  
SWIFT code: VBCRHR22

Administration:  
Robert Petrosian, director

Supervisory Board:  
Žarko Dešković, Bachelor of Civil Engineering  
Chairman of the Supervisory Board



The merger agreement will enter into force when it is approved by the assembly of the merged company, and since this procedure is about the mentioned "simple" merger, for the validity of the merger agreement it is not necessary to seek the approval of the General Assembly of the acquiring company (IGH dd), unless the shareholders therefore, companies whose shares together reach at least one twentieth of the share capital do not require the General Assembly of IGH dd to be convened to decide on granting approval for the merger. Such a request should reach IGH dd at the address Rakušina 1, Zagreb, within one month .

documents from Article 517, paragraph 2 of the Companies Act are available for inspection on the IGH dd website ( [www.igh.hr](http://www.igh.hr) ).

With respect ,

**IGH INSTITUTE, dd**



**INSTITUT IGH, d.d.** sa sjedištem u Zagrebu (Grad Zagreb), Ulica Janka Rakuše 1, upisano u sudski registar Trgovačkog suda u Zagrebu pod poslovnim brojem MBS: 080000959, OIB 79766124714, koje zastupa direktor ROBERT PETROSIAN, OIB 66961334018, kao društvo preuzimatelj (dalje u tekstu: **IGH i/ili Društvo preuzimatelj**)-----

te -----

**RADELJEVIĆ d.o.o.** sa sjedištem u Zagrebu (Grad Zagreb), Ulica Janka Rakuše 1, upisano u sudski registar Trgovačkog suda u Zagrebu pod poslovnim brojem MBS: 080521827, OIB 15891547588, koje zastupa direktor IVAN BAKULA, OIB: 30921566999, kao društvo koje se pripaja (dalje u tekstu: **RADELJEVIĆ i/ili Pripojeno društvo**); i -----

**IGH CONSULTING d.o.o.** sa sjedištem u Zagrebu (Grad Zagreb), Ulica Janka Rakuše 1, upisano u sudski registar Trgovačkog suda u Zagrebu pod poslovnim brojem MBS: 080681279, OIB 67345309211, koje zastupa direktor IVAN BAKULA, OIB: 30921566999, kao društvo koje se pripaja (dalje u tekstu: **IGH CONSULTING i/ili Pripojeno društvo**); -----

temeljem čl. 513, čl. 531. i čl. 537 Zakona o trgovačkim društvima sklapaju slijedeći-----

**UGOVOR O PRIPAJANJU**  
**društava RADELJEVIĆ d.o.o. i IGH CONSULTING d.o.o.**  
**društvu INSTITUT IGH, d.d.**

**UVODNE ODREDBE**

**Članak 1.**

(1) Ovim Ugovorom uređuje se pripajanje društava s ograničenom odgovornošću **RADELJEVIĆ d.o.o.** sa sjedištem u Zagrebu (Grad Zagreb), Janka Rakuše 1, upisano u sudski registar Trgovačkog suda u Zagrebu pod poslovnim brojem MBS: 080521827, OIB 15891547588; i **IGH CONSULTING d.o.o.** sa sjedištem u Zagrebu (Grad Zagreb), Janka Rakuše 1, upisano u sudski registar Trgovačkog suda u Zagrebu pod poslovnim brojem MBS: 080681279, OIB 67345309211, (u daljnjem tekstu zajedno i kao: Pripojena društva) dioničkom društvu **INSTITUT IGH, d.d.** sa sjedištem u Zagrebu (Grad Zagreb), Janka Rakuše 1, upisano u sudski registar Trgovačkog suda u Zagrebu pod poslovnim brojem MBS: 080000959, OIB 79766124714, (u daljnjem tekstu: Društvo preuzimatelj).-----

(2) Na temelju pregovora ugovornih strana i uzimajući u obzir postojeći gospodarski i pravni položaj svake ugovorne strane, ugovorne strane suglasno utvrđuju kako je u njihovom obostranom gospodarskom interesu, međusobno se poslovno, organizacijski, financijski te pravno povezati, na način kako je određeno odredbama ovog Ugovora.-----

(3) Ugovorne strane iskazuju namjeru provođenja pripajanja tako da se Pripojena društva pripoje Društvu preuzimatelju. -----

(4) Ugovorne strane suglasno utvrđuju kako uprave Pripojenih društava članovima Pripojenih društava, te uprava Društva preuzimatelja dioničarima Društva preuzimatelja, daju sve potrebne, propisane i tražene obavijesti o pripajanju temeljem ovog Ugovora, i to posebno obavijesti o osnovama za pripajanje te obavijesti o gospodarskom položaju i gospodarskim izgledima druge Ugovorne strane.-----



## TVRTKE I SJEDIŠTA DRUŠTAVA KOJA SUDJELUJU U PRIPAJANJU

### Članak 2.

- (1) Društvo preuzimatelj posluje pod tvrtkom INSTITUT IGH, dioničko društvo za istraživanje i razvoj u graditeljstvu, skraćena tvrtka INSTITUT IGH, d.d.. -----
- (2) Sjedište Društva preuzimatelja nalazi se u Zagrebu, na poslovnoj adresi Ulica Janka Rakuše 1, te je upisano u registru Trgovačkog suda u Zagrebu pod MBS: 081012316, OIB: 00435723695. -----

### Članak 3.

- (1) Pripojeno društvo RADELJEVIĆ posluje pod tvrtkom RADELJEVIĆ d.o.o. za trgovinu i usluge, skraćena tvrtka RADELJEVIĆ d.o.o. -----
- (2) Sjedište pripojenog društva RADELJEVIĆ nalazi se u Zagrebu, na poslovnoj adresi Ulica Janka Rakuše 1, te je upisano u registru Trgovačkog suda u Zagrebu pod MBS: 080521827, OIB 15891547588. -----
- (3) Pripojeno društvo IGH CONSULTING posluje pod tvrtkom IGH CONSULTING d.o.o. za savjetodavne usluge, skraćena tvrtka IGH CONSULTING d.o.o. -----
- (4) Sjedište pripojenog društva IGH CONSULTING nalazi se u Zagrebu, na poslovnoj adresi Ulica Janka Rakuše 1, te je upisano u registru Trgovačkog suda u Zagrebu pod MBS: 080681279, OIB 67345309211. -----

## TEMELJNI KAPITAL I POSLOVNI UDJELI DRUŠTAVA KOJA SUDJELUJU U PRIPAJANJU

### Članak 4.

- (1) Dioničari Društva preuzimatelja navedeni su u Popisu dioničara društva IGH, te su evidentirani u Središnjem klirinškom depozitarnom društvu d.d. koje vodi knjigu dionica. -----
- (2) Temeljni kapital Društva preuzimatelja upisan u sudski registar Trgovačkog suda u Zagrebu, iznosi 116.604.710,00 HRK (sto šesnaest milijuna šesto četiri tisuće sedamsto deset kuna), odnosno preračunat u eure primjenom fiksnog tečaja konverzije (7.53450) iznosi 15.476.104,59 EUR (petnaest milijuna četiristo sedamdeset šest tisuća sto četiri eura i pedeset devet centi) i uplaćen je u cijelosti. -----
- (3) Temeljni kapital podijeljen je na 613.709 (šesto trinaest tisuća sedamsto devet) nematerijaliziranih redovnih dionica koje glase na ime. -----
- (4) Stranke suglasno utvrđuju da je za dan 01. 12. 2023. (prvog prosinca dvije tisuće i dvadeset treće) godine zakazana Glavna skupština Društva preuzimatelja, na kojoj je, između ostaloga, predloženo donošenje odluke o pojednostavljenom smanjenju temeljnog kapitala radi pokrića gubitaka te usklađenje uz istovremeno povećanje temeljnog kapitala, te bi, u slučaju donošenja predmetne odluke, temeljni kapital Društva preuzimatelja iznosio 14.814.630,00 EUR (slovima: četrnaest milijuna osamsto četrnaest tisuća i šesto trideset eura) i bio bi podijeljen na 1.481.463 (slovima: jedan milijun četiristo osamdeset jednu tisuću i četiristo šezdeset tri) dionice, svaka pojedinačne nominalne vrijednosti od po 10,00 EUR (slovima: deset eura). -----

## Članak 5.

(1) Jedini član društva RADELJEVIĆ koje se pripaja je Društvo preuzimatelj, a njegovi poslovni udjeli navedeni su u Popisu članova društva RADELJEVIĆ.

(2) Temeljni kapital pripojenog društva RADELJEVIĆ upisan u sudski registar Trgovačkog suda u Zagrebu, iznosi 120.888.300,00 HRK (sto dvadeset milijuna osamsto osamdeset osam tisuća tristo kuna), odnosno preračunat u eure primjenom fiksnog tečaja konverzije (7.53450) iznosi 16.044.634,68 EUR (šesnaest milijuna četrdeset četiri tisuće šesto trideset četiri eura i šezdeset osam centi) i uplaćen je u cijelosti.

(3) Jedini član društva IGH CONSULTING koje se pripaja je Društvo preuzimatelj, a njegovi poslovni udjeli navedeni su u Popisu članova društva IGH CONSULTING.

(5) Temeljni kapital pripojenog društva IGH CONSULTING upisan u sudski registar Trgovačkog suda u Zagrebu, iznosi 100.000,00 HRK (sto tisuća kuna), odnosno preračunat u eure primjenom fiksnog tečaja konverzije (7.53450) iznosi 13.272,28 EUR (trinaest tisuća dvjesto sedamdeset dva eura i dvadeset osam centi) i uplaćen je u cijelosti.

## PREDMET UGOVORA

## Članak 6.

(1) Ugovorne strane suglasne su da se temeljem ovog ugovora Pripojena društva pripajaju Društvu preuzimatelju pod uvjetom davanja suglasnosti skupština svih Pripojenih društava koja sudjeluju u pripajanju, budući da se primjenom odredbi članka 531. st.1. ne traži odobrenje glavne skupštine Društva preuzimatelja. Pripajanje će se, sukladno članku 535. ZTD-a, provesti bez provođenja likvidacije Pripojenih društava prijenosom cijele imovine svakog pojedinog Pripojenog društva na Društvo preuzimatelja bez preuzimanja novih dionica u Društvu preuzimatelju od strane članova Pripojenih društava glede činjenice da je Društvo preuzimatelj jedini član svih Pripojenih društava.

(2) Tvrtka, sjedište, temeljni kapital i Uprava Društva preuzimatelja, nakon pripajanja, ostaju nepromijenjeni.

## PRIENOS IMOVINE

## Članak 7.

(1) Ugovorne strane suglasno utvrđuju da pravni učinci pripajanja iz ovog ugovora nastaju i imaju pravni učinak danom 31. 12. 2023. (trideset prvog prosinca dvije tisuće i dvadeset treće) godine, odnosno, danom upisa pripajanja u sudski registar Trgovačkog suda u Zagrebu te da će prijenos ukupne vrijednosti imovine, rezervi, prava, dospjelih obveza, nedospjelih i neispunjenih obveza svih Pripojenih društava Društvu preuzimatelju uslijediti navedenog dana. Danom upisa pripajanja Pripojenih društava Društvu preuzimatelju u sudski registar trgovačkog suda u kojem je upisano Društvo preuzimatelj, prestaje postojanje svakog pojedinog Pripojenog društva, kao posebnog pravnog i gospodarskog subjekta, te se nastavlja rad i poslovanje, te pravna egzistencija Društva preuzimatelja.



(2) Imovina i obveze Pripojenog Društva prenijet će se sukladno knjigovodstvenoj vrijednosti utvrđenoj u financijskim izvješćima (bilancama) Pripojenih Društava koja su sastavljena s danom 30.11.2023. (tridesetog studenog dvije tisuće dvadeset treće) godine, a koje bilance, ovjerene od strane osobe ovlaštene za zastupanje Pripojenih društava, čine sastavni dio i prilog ovom ugovoru.----

(3) Prijenos imovine, prava i obveza sa Pripojenih Društava na Društvo Preuzimatelja u unutarnjem odnosu između društava koja sudjeluju u pripajanju (interno) stupa na snagu dana 01.12.2023. (prvog prosinca dvije tisuće dvadeset treće) godine. Od dana 01.12.2023. (prvog prosinca dvije tisuće dvadeset treće) godine do dana upisa predmetnog pripajanja u sudski registar sve radnje i svi postupci svakog pojedinog Pripojenog Društva smatraju se poduzetim za račun Društva Preuzimatelja.-----

(4) Stranke suglasno utvrđuju da se, neovisno o trenutku upisa pripajanja u Sudski registar, ovaj Ugovor, od dana 01. 12. 2023. (prvog prosinca dvije tisuće dvadeset treće) godine, ima smatrati ugovorom o prijenosu gospodarske cjeline, na način da društva RADELJEVIĆ i IGH CONSULTING, koja se pripajaju, prenose na Društvo preuzimatelja ukupnost svog poslovanja i svoje imovine (materijalne imovine, obveza, potraživanja, prava, dobiti, gubitaka, sklopljenih pravnih poslova, intelektualnog vlasništva, goodwill-a, poreznih pozicija i svih ostalih segmenata imovine, bez iznimke), kao gospodarsku cjelinu, slijedom čega će se bilančni efekti ovog pripajanja (prijenosa) evidentirati u poslovnim knjigama Društva preuzimatelja najkasnije s danom 31. 12. 2023. (trideset prvog prosinca dvije tisuće dvadeset treće) godine.-----

#### **PRIPAJANJE BEZ POVEĆANJA TEMELNOG KAPITALA**

##### **Članak 8.**

S obzirom da je Društvo preuzimatelj jedini član i osnivač Pripojenih društava, sukladno članku 520. stavku 1. Zakona o trgovačkim društvima, pripajanje se provodi po pravilima propisanim odredbama od članka 531. te članka 535. do 548. ZTD-a, odnosno po pojednostavljenom postupku pripajanja na način da se, temeljni kapital Društva preuzimatelja neće povećati za iznos temeljnog kapitala niti jednog Pripojenog društva. Iz istog razloga, isključuje se naknada za pripajanje i/ili prienos, kao i zamjena dionica, izviješća iz članka 514. i članka 515.a. ZTD-a te revizija pripajanja.-----

#### **PROVOĐENJE PRIPAJANJA**

##### **Članak 9.**

(1) Ugovorne strane utvrđuju da će dionice svih dioničara Društva preuzimatelja ostati nepromijenjene i nakon provedenog pripajanja.-----

(2) Sva imovina kao i sva poslovna dobra (npr. «know-how», «good will» i sl.), a koja bilo da jesu ili nisu izražena u bilancama Pripojenih društava, prenose se, u poreznom smislu, s Pripojenih društava na Društvo preuzimatelja, sukladno odredbi članka 7. st. 4. ovog Ugovora.-----

(3) Društvo preuzimatelj upoznato je s bilancom, poslovnim knjigama, kao i s potpunim stanjem svakog pojedinog Pripojenog društva.-----

(4) Potraživanja, prava i obveze koja postoje između ugovornih strana i trećih osoba ostaju pravno valjana prema uvjetima pod kojima su nastala ili ugovorena.-----





(5) Upisom pripajanja u sudski registar u kojem je upisano Društvo preuzimatelj prestaju svi ugovori između Pripojenih društava i Društva preuzimatelja.-----

(6) Pripojena društva ovime bezuvjetno i neopozivo ovlašćuju Društvo preuzimatelja da, po sklapanju ovog Ugovora, u zemljišnim knjigama i svim drugim javnim knjigama, registrima, upisnicima i drugim očevidnicima, te u poslovnim knjigama, izvrši upis prijenosa svih prava svakog pojedinog Pripojenog društva na Društvo preuzimatelja; prava vlasništva i svih drugih stvarnih i obveznih prava koja se upisuju u takve knjige; na nekretninama, pokretninama, dionicama, udjelima, obveznicama, financijskim instrumentima, pravima intelektualnog vlasništva, te na svim eventualno ostalim stvarima i pravima pripojenog društva. -----

## NAKNADA

### Članak 10.

Ugovorne su strane suglasne da će se pripajanje Pripojenih društava Društvu preuzimatelju izvršiti bez naknade.-----

## DODATNA PRAVA ČLANOVA, POGODNOSTI ORGANIMA DRUŠTVA ILI REVIZORIMA

### Članak 11.

(1) Temeljem ovog ugovora, niti jedan član niti jednog Pripojenog društva ne stječe nikakva dodatna prava iz udjela u bilo kojem Pripojenom društvu. -----

(2) Članovima uprava niti revizorima, pravnim ni poreznim savjetnicima društava koja sudjeluju u ovom pripajanju, na osnovi ugovora o pripajanju, ne daju se nikakve posebne pogodnosti niti dodatna prava.-----

## ZAŠTITA VJEROVNIKA

### Članak 12.

(1) Vjerovnicima društava koja sudjeluju u pripajanju, koji se jave Društvu preuzimatelja u roku 6 (šest) mjeseci od objave upisa pripajanja u sudskom registru, Društvo preuzimatelj će sukladno članku 542. Zakona o trgovačkim društvima, dati primjereno osiguranje. -----

(2) U objavi upisa pripajanja, vjerovnici će biti upozoreni na ovo svoje pravo. -----

### Članak 13.

Ovaj Ugovor stupa na snagu danom sklapanja, odnosno, danom kada ga odobre skupštine društava koja se pripajaju.-----

### Članak 14.

Troškovi nastali provođenjem ovog Ugovora idu na teret Društva preuzimatelja.-----



## Članak 15.

U slučaju da jedna ili više odredbi ovog ugovora bude ništetna ili iz bilo kojeg razloga neprovediva, to neće utjecati na valjanost ovog ugovora u cijelosti. U slučaju ništetnosti ili nepovredivosti bilo koje odredbe ovog ugovora, ugovorne će strane nastojati zamijeniti takvu odredbu novom odredbom koja po značenju i svojem sadržaju odražava volju ugovornih strana u smislu ovog ugovora, a o čemu će se postići poseban aneks ovom ugovoru.

## Članak 16.

(1) Ovaj je ugovor sastavljen je u 7 (sedam) istovjetnih i jednako valjanih primjeraka, od koji je jedan predviđen za potrebe javnog bilježnika, tri za potrebe upisa ovog ugovora i provedbe pripajanja u Sudski registar nadležnog Trgovačkog suda dok po jedan primjerak zadržava svaka ugovorna strana.

(2) U znak prihvata prava i obveza koje iz ovog ugovora nastaju, stranke ga po Upravama Društava i potpisuju.

U Zagrebu, 29. 11. 2023. (slovima: dvadeset devetog studenoga dvije tisuće dvadeset treće) godine.--

Društvo preuzimatelj:  
INSTITUT IGH, d.d.

ROBERT PETROSIAN, direktor



Pripojeno društvo:  
RADELJEVIĆ d.o.o.

IVAN BAKULA, direktor



Pripojeno društvo:  
IGH CONSULTING d.o.o.

IVAN BAKULA, direktor

IGH CONSULTING d.o.o.  
Zagreb, Janka Rakuše 1



**INSTITUT IGH, dd** with headquarters in Zagreb (City of Zagreb), Ulica Janka Rakuše 1, registered in the court register of the Commercial Court in Zagreb under business number MBS: 080000959, OIB 79766124714, represented by director ROBERT PETROSIAN, OIB 66961334018, as the acquiring company (further in the text: IGH and/or the acquiring company)

**The**

**RADELJEVIC doo** with headquarters in Zagreb (City of Zagreb), Ulica Janka Rakuše 1, entered in the court register of the Commercial Court in Zagreb under business number MBS: 080521827, OIB 15891547588, represented by director IVAN BAKULA, OIB: 30921566999, as a company that is being merged ( hereinafter: **RADELJEVIC and/or Affiliated Company**); and

**IGH CONSULTING doo** with headquarters in Zagreb (City of Zagreb), Ulica Janka Rakuše 1, entered in the court register of the Commercial Court in Zagreb under business number MBS: 080681279, OIB 67345309211, represented by the director IVAN BAKULA, OIB: 30921566999, as a merging company (hereinafter: **IGH CONSULTING and/or Affiliated Company**);

based on Art. 513, Art. 531 and Art. 537 of the Companies Act are concluded by the following

**MERGER AGREEMENT**  
**of the companies RADELJEVIC doo and IGH CONSULTING doo to**  
**the company INSTITUT IGH, dd**

**INTRODUCTORY ORDERS**

**Article 1.**

(1) This Agreement governs the merger of the limited liability company **RADELJEVIC doo** with headquarters in Zagreb (City of Zagreb), Janka Rakuše 1, entered in the court register of the Commercial Court in Zagreb under business number MBS: 080521827, OIB 15891547588; and **IGH CONSULTING doo** with headquarters in Zagreb (City of Zagreb), Janka Rakuše 1, entered in the court register of the Commercial Court in Zagreb under business number MBS: 080681279, OIB 67345309211, (hereinafter together and as: Merged companies) to the joint-stock company **INSTITUT IGH, dd** with headquarters in Zagreb (City of Zagreb), Janka Rakuše 1, registered in the court register of the Commercial Court in Zagreb under business number MBS: 080000959, OIB 79766124714, (hereinafter: Company transferee).

(2) Based on the negotiations of the contracting parties and taking into account the existing economic and legal position of each contracting party, the contracting parties agree that it is in their mutual economic interest to connect with each other in a business, organizational, financial and legal manner, as determined by the provisions of this Agreement.

(3) The contracting parties express their intention to carry out the merger so that the Merged Companies attached to the acquiring company. (4)

The contracting parties shall determine by agreement how the administrations of the Merged Companies to the members of the Merged Companies companies, and the management of the acquiring company to the shareholders of the acquiring company, provide all the necessary, prescribed and requested information about the merger based on this Agreement, and in particular information about the grounds for the merger and information about the economic position and economic prospects of the other Contracting Party.

**COMPANIES AND HEADQUARTERS OF COMPANIES PARTICIPATING IN THE MERGER**

**Article 2.**

(1) The acquiring company operates under the name **INSTITUT IGH**, joint-stock company for research and development in construction, abbreviated company **INSTITUT IGH, dd**.

(2) The registered office of the Transferee Company is located in Zagreb, at the business address Ulica Janka Rakuše 1, and was registered in the register of the Commercial Court in Zagreb under MBS: 081012316, OIB: 00435723695.

### **Article 3.**

(1) The merged company RADELJEVIC operates under the name RADELJEVIC doo for trade and services, abbreviated as RADELJEVIC doo

(2) The headquarters of the merged company RADELJEVIC is located in Zagreb, at the business address Ulica Janka Rakuše 1, and is registered in the register of the Commercial Court in Zagreb under MBS: 080521827, OIB 15891547588.

(3) The merged company IGH CONSULTING operates under the company IGH CONSULTING doo for consulting services, abbreviated company IGH CONSULTING doo (4)

The headquarters of the merged company IGH CONSULTING is located in Zagreb, at the business address Ulica Janka Rakuše 1, and is registered in the register of the Commercial Court in Zagreb under MBS: 080681279, OIB 67345309211.

## **SHARE CAPITAL AND BUSINESS SHARES OF THE COMPANIES PARTICIPATING IN THE MERGER**

### **Article 4.**

(1) The shareholders of the acquiring company are listed in the list of shareholders of the company IGH, and they are recorded in the Central Clearing Depository Company dd, which maintains the share book.

(2) The share capital of the acquiring company entered in the court register of the Commercial Court in Zagreb amounts to HRK 116,604,710.00 (one hundred sixteen million six hundred and four thousand seven hundred and ten HRK), i.e. converted into euros using the fixed conversion rate (7.53450) it amounts to EUR 15,476,104.59 (fifteen million four hundred seventy six thousand one hundred four euros and fifty nine cents) and was paid in full.

(3) The share capital is divided into 613,709 (six hundred thirteen thousand seven hundred and nine) dematerialized registered ordinary shares.

(4) The parties agree that the General Assembly of the Acquiring Company is scheduled for December 1, 2023 (December 1, two thousand and twenty-three), at which, among other things, it was proposed to adopt a decision on a simplified reduction of the share capital in order to cover losses and to comply with simultaneous increase of the share capital, and, in the case of passing the decision in question, the share capital of the acquiring Company would amount to EUR 14,814,630.00 (in letters: fourteen million eight hundred fourteen thousand and thirty-six euros) and would be divided into 1,481,463 (in letters: one million four hundred eighty one thousand four hundred sixty three) shares, each with an individual nominal value of EUR 10.00 (in letters: ten euros).

### **Article 5.**

(1) The only member of the RADELJEVIC company that is being merged is the acquiring company, and its business shares are listed in the List of members of the company RADELJEVIC.

(2) The share capital of the merged company RADELJEVIC, registered in the court register of the Commercial Court in Zagreb, amounts to HRK 120,888,300.00 (one hundred twenty million eight hundred eighty eight thousand three hundred HRK), i.e. converted into euros using the fixed conversion rate (7.53450) amounts to EUR 16,044,634.68 (sixteen million forty-four thousand six hundred thirty-four euros and sixty-eight cents) and was paid in full.

(3) The only member of the company IGH CONSULTING that is being merged is the acquiring company, and its business shares are listed in the list of members of IGH CONSULTING.

(5) The share capital of the merged company IGH CONSULTING, registered in the court register of the Commercial Court in Zagreb, amounts to HRK 100,000.00 (one hundred thousand kunas), i.e. converted into euros using a fixed conversion rate (7.53450) amounts to EUR 13,272.28 (thirteen thousand two hundred and seventy-two euros and twenty-eight cents) and was paid in full.

## **SUBJECT OF THE CONTRACT**

### **Article 6.**

(1) The contracting parties agree that on the basis of this contract the Merged Companies are merged To the acquiring company under the condition of the approval of the assemblies of all Merged Companies participating in the merger, since by applying the provisions of Article 531 paragraph 1. does not require the approval of the General Assembly of the acquiring Company. In accordance with Article 535 of the ZTD, the merger will be carried out without the liquidation of the Merged Companies by transferring the entire assets of each Merged Company to the acquiring Company without the acquisition of new shares in the acquiring Company by the members of the Merged Companies due to the fact that the acquiring Company is the only member of all the Merged Companies societies.

(2) The company, registered office, share capital and Management Board of the acquiring Company, after the merger, remain unchanged.

## **TRANSFER OF PROPERTY**

### **Article 7.**

(1) The contracting parties agree that the legal effects of the merger from this contract arise and have legal effect on December 31, 2023 (December thirty-first, two thousand and twenty-three), i.e., the date of entry of the merger in the court register of the Commercial Court in Zagreb, and that the transfer of the total value of assets, reserves, rights, due liabilities, overdue and unfulfilled liabilities of all Merged Companies to the acquiring Company shall follow on the specified date. On the day of registration of the merger of the Affiliated Companies with the Acquiring Company in the court register of the commercial court in which the Acquiring Company is registered, the existence of each individual Affiliated Company as a separate legal and economic entity ceases, and the work and business, as well as the legal existence of the Acquiring Company, continue.

the The assets and liabilities of the Merged Company will be transferred in accordance with the book value (2) determined in financial statements (balance sheets) of the Merged Companies that were prepared on November 30, 2023. (thirtieth of November two thousand and twenty-three) year, and which balance sheets, certified by a person authorized to represent the Merged Companies, form an integral part and annex to this contract.

(3) The transfer of assets, rights and obligations from the Merged Companies to the Transferee Company in the internal relationship between the companies participating in the merger (internally) shall take effect on December 1, 2023. (December 1, two thousand and twenty-three) year. From 01.12.2023. (December 1, two thousand and twenty-three) until the date of entry of the merger in question in the court register, all actions and procedures of each individual Merged Company are considered to have been undertaken for the account of the Transferee Company.

(4) The parties agree that, regardless of the moment of entry of the merger in the Court Register, this Agreement, as of December 1, 2023 (December 1, two thousand and twenty-three), shall be considered a contract on the transfer of an economic entity, in such a way that the companies RADELJEVIC and IGH CONSULTING, which are merged, transfer to the transferee Company the totality of its operations and its assets (tangible assets, liabilities, claims, rights, profits, losses, concluded legal transactions, intellectual property, goodwill, tax positions and all other segments of assets, without exception), as an economic entity, as a result of which the balance sheet effects of this merger (transfer) will be recorded in the business books of the transferee Company no later than December 31, 2023 (December thirty-first, two thousand and twenty-three).

## **MERGER WITHOUT INCREASE IN SHARE CAPITAL**

### **Article 8.**

Given that the acquiring Company is the sole member and founder of the Merged Companies, in accordance with Article 520 paragraph 1 of the Companies Act, the merger is carried out according to the rules prescribed in Articles 531 and 535 to 548 of the ZTD, i.e. according to the simplified merger procedure in such a way that the share capital of the acquiring company will not be increased by the amount of the share capital of any Merged Company. For the same reason, the fee for merger and/or transfer, as well as the exchange of shares, reports from Article 514 and Article 515.a are excluded. of ZTD and revision of the merger.

#### **IMPLEMENTATION OF THE MERGER**

##### **Article 9.**

- (1) The contracting parties determine that the shares of all shareholders of the acquiring Company will remain unchanged even after the merger.
- (2) All assets, as well as all business assets (e.g. "know-how", "good will", etc.), whether or not they are shown in the balance sheets of the Merged Companies, are transferred, for tax purposes, from the Merged Companies companies to the transferee Company, in accordance with the provisions of Article 7, Paragraph 4 of this Agreement.
- (3) The acquiring company is familiar with the balance sheet, business books, as well as the complete state of each individual Merged Company.
- (4) Claims, rights and obligations that exist between contractual parties and third parties remain legally valid according to the conditions under which they were created or contracted.
- (5) Upon entry of the merger in the court register in which the acquiring Company is registered, all contracts between the Merged Companies and the acquiring Company shall cease.
- (6) The Merged Companies hereby unconditionally and irrevocably authorize the Acquiring Company to, upon the conclusion of this Agreement, in the land registers and all other public books, registers, registers and other registers, as well as in the business books, register the transfer of all rights of each individual Merged Company to the Acquiring Company; ownership rights and all other real and mandatory rights that are entered in such books; on real estate, movable property, shares, shares, bonds, financial instruments, intellectual property rights, and on any other things and rights of the merged company.

#### **FEE**

##### **Article 10.**

The contracting parties agree that the merger of the Subsidiary Companies to the acquiring Company will be carried out free of charge.

#### **ADDITIONAL RIGHTS OF MEMBERS, BENEFITS TO COMPANY BODIES OR AUDITORS**

##### **Article 11.**

- (1) On the basis of this contract, no member of any Merged Company acquires any additional rights from shares in any Affiliated Company. Board members or auditors, legal or tax advisors of the companies participating in (2) this merger, on the basis of the merger agreement, are not given any special benefits or additional rights.

#### **PROTECTION OF CREDITORS**

##### **Article 12.**

- (1) In accordance with Article 542 of the Companies Act, the acquiring company will provide adequate insurance to the creditors of the companies participating in the merger, who contact the acquiring company within 6 (six) months from the publication of the entry of the merger in the court register. (2) In the publication of the entry of merger, the creditors will be warned of this right.

**Article 13.**

This Agreement enters into force on the day it is concluded, that is, on the day it is approved by the assemblies of the merging companies.

**Article 14.**

The costs arising from the implementation of this Agreement shall be borne by the transferee Company.

**Article 15.**

In the event that one or more provisions of this contract are invalid or unenforceable for any reason, this will not affect the validity of this contract in its entirety. In case of invalidity or non-violability of any provision of this contract, the contracting parties will try to replace such provision with a new provision that reflects the will of the contracting parties in terms of this contract in terms of its meaning and content, and a separate annex to this contract will be reached.

**Article 16 (1)**

This contract is drawn up in 7 (seven) identical and equally valid copies, one of which is intended for the needs of the notary public, three for the purposes of registering this contract and implementing the merger in the Court Register of the competent Commercial Court, while one copy is kept by each contracting party. (2)

As a sign of acceptance of the rights and obligations arising from this contract, the parties sign it according to the Management Boards of the Companies.

In Zagreb, November 29, 2023 (in letters: November twenty-ninth, two thousand and twenty-three).

Acquiring company:  
**INSTITUT IGH, dd**

Merged company:  
**RADELJEVIC doo**

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ROBERT PETROSIAN, director

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IVAN BAKULA, director

Merged company: **IGH**  
**CONSULTING doo**

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IVAN BAKULA, director