

OFFER AGREEMENT

GENERAL OFFER

for the conclusion of a cooperation agreement

Belgrade, Republic of Serbia

Limited Liability Company "OneTwoWork doo Belgrade," with registration number 22015702, VAT number: 114384377

1. TERMS AND DEFINITIONS

Operator – The Operator, for the purposes of this offer, refers to the company OneTwoWork doo Belgrade, located at Trg Nikole Pašića No. 5, 1st floor, Stari Grad municipality, Belgrade, registration number 22015702, VAT number 114384377, established in accordance with the applicable laws of the Republic of Serbia, and the owner of the platform and service One2tips.rs, in relation to whose services this General Offer is published, with the aim of concluding an agreement under the terms outlined in this offer.

The General Offer is an offer made by the Operator to an indefinite number of legal entities and entrepreneurs engaged in business activities (who meet the legal requirements for conducting the same), with the aim of concluding a cooperation agreement with them (individually) under the terms outlined in this General Offer.

Acceptance – is the complete and unconditional acceptance of the terms from this offer, thereby concluding an agreement between the Business Entity and the Operator under the conditions outlined in this offer, in accordance with the Law on Obligations of the Republic of Serbia.

Service (one2tips.rs) – an electronic platform that allows Clients to voluntarily transfer funds to Recipients. The right to use the platform, without the right to modify or make other alterations, and without the right to distribute by the Business Entity, is free of charge.

Business Entity – a legal entity or individual entrepreneur engaged in business activities involving the sale of goods or the provision of services.

Recipient (tip recipient) – an individual who meets the legal requirements to work, in accordance with the Labor Law, who directly provides services to clients of the Business Entity and has entered into an agreement with the Operator, and is the recipient of the funds transferred by the Clients.

Client – a person who makes a monetary payment to the Recipient in the form of a tip via submitting an order to the bank where they hold an account through the Service. By transferring the funds, the Client also authorizes the Service to transfer the received funds (tip) to the Recipient at their request. A Client can be any person who has the ability to pay a tip to the person or entity possessing a bank account.

Monetary Funds – non-cash monetary funds transferred through the Service to the Recipient.

Transfer – within the context of these offer terms, a transfer refers to the voluntary transfer, with the help of the Service, of monetary funds from the Client as an incentive for the Recipient (hereinafter referred to as a tip). The transfer is not related to any business activities between the Client and the Recipient, i.e., it is not the result of an existing contractual/business relationship between the Client and the Recipient.

Tip – the giving of monetary funds by the Client (guest) to the Recipient at the Business Entity, voluntarily (at their own discretion), independent of payment for services to the Business Entity.

2. SUBJECT OF THE AGREEMENT

2.1. The agreement concluded based on this General Offer is of a mixed nature and constitutes a sui generis agreement that regulates the rights and obligations between the Operator and the Business Entity, in relation to the establishment of the Service at the Business Entity (hereinafter referred to as the "Agreement").

2.1.1 Under the Agreement, the Operator, through the Service, provides informational and technical support regarding the processing of voluntary transfers of monetary funds from Clients to the Service,

and then transferring the funds to the Recipient, by transferring the monetary funds to the Recipient's account at an authorized bank.

2.2. Under the Agreement, the Operator also appears as the holder of the rights (Developer and the sole legal holder of the rights to the Service as a program), while the Business Entity acts as the user of the Service's functionalities at its premises, in the manner and according to the instructions provided by the Operator.

2.3. Under the Agreement, the Operator, through the Service, acts on behalf of and for the account of the Client. Reports on completed transactions are available to the Recipient through the service on the portal one2tips.rs.

2.4. The Business Entity guarantees that it is established and registered to conduct business activities in accordance with the law, and that it operates in compliance with the laws of the Republic of Serbia.

2.5. By accepting this offer, the parties confirm the registration of the Business Entity's data with the Service. These procedures are sufficient to consider the offer accepted and the Cooperation Agreement concluded under the terms of this offer, in accordance with Articles 31, 33, 39, 142, and 143 of the Law on Obligations of the Republic of Serbia. By accepting this General Offer, the Business Entity also accepts the Operator's Privacy Policy.

2.6. The Operator's fee for informational and technical management of the process and the execution of the transfer of monetary funds from the Operator to the Recipient is charged to the Client and the Recipient, while the use of the Service's functionalities is free of charge for the Business Entity, i.e., the possibility of establishing the Service at the Business Entity is provided by the Operator at no cost. The Operator's fee from the Clients is a certain percentage of the amount that the Client transfers to the Operator for the benefit of the Client, i.e., the Recipient, which the Client is informed of at the moment of the transfer of the monetary funds. The Operator's fee charged to the Recipient is always 20 dinars for each individual amount received by the Recipient.

2.7. Use of Logo, Name, and Case Study: The parties agree and acknowledge that the Operator has the right to use the Business Entity's logo, name, and case study for marketing and promotional purposes, including but not limited to displaying them on the Operator's website or Service and other marketing materials. The Business Entity grants the Operator a non-exclusive, free license to use the aforementioned materials solely for the purposes specified above. The Business Entity retains all rights and ownership over the logo, name, and case study.

2.8. In the event of service suspension, the Service will notify the Business Entity by any of the following methods:

- on the website: <https://one2tips.rs/>

- via email: support@one2tips.rs

- by phone: 0800 36 36 32

- via WhatsApp / Viber: +38166 810 47 56.

3. REGISTRATION

3.1. Registration on the Service refers to the actions of the Business Entity regarding the completion of the following registration details: first name, last name, phone number, email, and photograph. Registration of the Business Entity is also possible by authorizing the Service through a personal account on a social network, provided that any missing data is added in accordance with the Service's requirements.

3.2. Upon registration, the Business Entity agrees to provide accurate information and to keep this information up to date. Otherwise, the Operator has the right, at its discretion, to refuse the registration of the Business Entity or to delete the relevant account, and also has the right to claim compensation for any damages incurred as a result of providing inaccurate or false information or failing to update the information.

3.3. The Operator reserves the right to request, at any time, that the Business Entity verify the information provided during registration and to request supporting documents related to it. The failure to submit such documents, at the Operator's discretion, may be considered as providing

inaccurate information. The Operator has the right to unilaterally terminate this agreement if the Business Entity provides inaccurate information or fails to update its information.

3.4. The Business Entity agrees not to use on the Service, including in its registration, trademarks (service marks) for which it is not the holder of the rights. The Operator has the right to prohibit the use of certain registrations, URLs, and to set additional requirements for them (such as duration, valid symbols, etc.).

3.5. The Business Entity agrees that the account will be used only by authorized individuals within the Business Entity. Access to the account by third parties, other than those authorized by the Business Entity, is not permitted. Any actions performed on the account will be considered as actions carried out by the Business Entity, and the Operator will not be liable for any damage – material or immaterial resulting from the use of the account by unauthorized third parties.

3.6. The Business Entity is obligated to immediately notify the Operator of any unauthorized access to the Business Entity's account (access not permitted by the Business Entity) and/or any breach (or suspicion of a breach) of the privacy of its account access credentials. For security reasons, the Business Entity, i.e., authorized individuals, is required to independently log out securely from their account after each session of using the Service (if applicable). The Operator is not responsible for any potential loss, misuse, or damage to data, as well as any other consequences of any kind that may arise due to the Business Entity's violation of the provisions of this agreement.

3.7. The Business Entity has the right to delete its account at any time in the "edit data" section on the Service's website and in the application. The account can also be deleted by directly contacting customer support via the phone numbers provided on the Service's website. After confirming the process, the account will be deleted within 30 days.

3.8. The Service, in its entirety, may only be used for receiving monetary funds in the form of tips (gratuities) from the Recipients. It is prohibited to use the Service and the account for receiving monetary funds related to the business and commercial activities of the Recipient with the Business Entity or the Business Entity itself.

If the Operator, either independently or in cooperation with the authorized bank, determines that there is suspicion that transfers are being made for any other purposes, other than giving a tip to the Recipient, the Operator, as well as the bank, have the right to refuse to execute the transfer order, to block the money in the account, and to request that the Recipient provide information confirming the nature of the transfer. Such information includes, but is not limited to, documented employment details of the Recipient, information confirming the ownership of the bank card of the Recipient to which the transfer should be made, documents verifying the identity of the Recipient, etc.

The Business Entity is obligated to provide all the requested information at the request of the Operator or the authorized bank.

The deadline for submitting documents at the request of the Operator or the bank is 10 (ten) business days. The request for submitting documents will be sent to the Recipient via their account order or email.

If the documents are not provided, the Operator will return the blocked funds to the Client in an amount equal to the blocked sum within a period not exceeding 90 calendar days from the expiration of the deadline for providing the requested documents by the Recipient.

3.9. By accepting the terms of this General Offer, the Business Entity confirms and acknowledges its full agreement with the conditions established in this section in their entirety. Partial acceptance of the terms of this offer is not allowed.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Business Entity agrees to:

4.1.1. Not take any actions aimed at coercing Clients into transferring funds, leaving positive feedback, or engaging in other activities that could influence the Clients' trust in the Service;

4.1.2. Establish the Service at its premises in the manner presented by the Operator;

4.1.3. Ensure that the Service is used in the manner prescribed by the Operator in its instructions;

- 4.1.4. Respect all the Operator's rights as the exclusive holder of all legal rights to the Service, and in this regard, not make any modifications, alterations, etc., to the Service;
- 4.1.5. Establish and use the Service in such a way that third parties accessing the Business Entity's premises are made aware of the use of the One2tips.rs Service, by appropriately highlighting the Operator's and/or Service's branding, for which the Business Entity has no right to any additional compensation.
- 4.1.6. Designate an individual who will have access to the data contained on the Service in order to monitor the success of the Service's implementation and inform the Operator about it;
- 4.1.7. Take all necessary measures to ensure that the authorized individual does not misuse the data accessible to them through the Service, for which they will be solely responsible;
- 4.1.8. The Business Entity agrees to take all necessary measures to ensure that the authorized individual does not misuse the data accessible to them through the Service, for which they will be solely responsible.
- 4.1.9. Comply with the obligations set forth in this General Offer;
- 4.1.10. Adhere to ethical behavior. Feedback and comments on the Service are solely intended to express gratitude or point out the need to correct any deficiencies in order to improve the quality of service in the service sector of the Business Entity;
- 4.1.11. Not publish materials and information through the Service that violate applicable laws and other positive regulations, including but not limited to: pornography, discrimination, defamation, insults, incitement to violence, disruption of public order, spamming, fraud, and similar activities;
- 4.1.12. Provide the JMBG/EBS, registration address (email), and valid bank details for making the transfer to the Recipient's address.
- 4.1.13. The Business Entity is not authorized to use the Service for conducting transactions related to the financing of political and social activities of any individual, including non-profit and public organizations aimed at making a profit or concealing income. The Business Entity is aware of its criminal and material liability for conducting activities without registration or violating registration rules, violating the terms of use of the Service, as well as violating legal conditions for making payments.
- 4.2. The Operator agrees to:
 - 4.2.1. Accept and process payments on behalf of the Recipient at the Business Entity, in accordance with the agreement concluded with the Recipient;
 - 4.2.2. Manage, administer, and control the Service at its own expense, including all updates, upgrades, bug fixes, and new releases for the application;
 - 4.2.3. Provide technical support to the Business Entity regarding the Service;
 - 4.2.4. Provide the Business Entity with all necessary instructions for setting up and using the Service appropriately;
 - 4.2.5. Provide the Business Entity with all necessary instructions for accessing the information contained in the Service;
 - 4.2.6. Provide the Business Entity with adequate support and assistance in the implementation of the Service.
 - 4.2.7. Fully and within the specified time frame, fulfill all obligations undertaken under this General Offer;
 - 4.2.8. Immediately block the Business Entity's account in the event of a violation of sections 4.1.1, 4.1.10, 4.1.11, 4.1.13 of the offer. In such cases, the Operator is not responsible for the Business Entity's violation and has the right to transfer the Business Entity's data in accordance with the procedure and order established by applicable legislation to the party that will file requests/complaints for the aforementioned violations.
 - 4.2.9. The Operator has the right to process, in any manner, all the data provided by the Business Entity upon accepting these terms, as well as the data of the Recipients at the Business Entity, for the purpose of fulfilling the contract with the Business Entity.

5. TERMINATION OF THE CONTRACT

5.1. The contract may be terminated at the initiative of either party, at any time. The termination of the contract must be carried out with prior timely and written notice.

Upon termination of the contract, the Operator, as the owner of the Service, no longer has the right to advertise or place advertisements in the Business Entity's premises, while the Business Entity no longer has the right to use the Service in its establishment.

5.2. The contract may also be terminated at the initiative of either party in the event of a breach of the contract terms by the other party, based on other grounds provided in the contract, as well as in accordance with applicable legislation.

5.3. The Business Entity has the right to discontinue the use of the service by deleting its account in the "edit data" section on the Service's website and in the application. The account can also be deleted by personally contacting customer service via the phone numbers listed on the Service's website. After confirming the procedure, the account will be deleted within 30 days.

6. RESPONSIBILITY AND LIMITATION OF LIABILITY

6.1. For a breach of the contract terms, the parties are responsible based on the contract (in accordance with the terms of this General Offer) and applicable legislation.

6.2. The Operator will not be held liable for any claims arising from:

- The use of the Service in a manner contrary to the instructions provided by the Operator, whether by the Business Entity itself or by its employees;

- The use of a version of the Service other than the current, unaltered edition, unless the part violating third-party rights is also present in the current, unaltered edition;

- The use of the Service in combination with software, data, or equipment from another operator if the violation is caused by such use or combination;

- Any modifications or alterations made to the Service by the Business Entity;

- Misuse of data by an authorized person at the Business Entity who obtained access to the Service.

6.3. The Operator is not responsible for: actual damage and/or lost profit of the Business Entity and/or third parties when using the Service or the inability to use it, regardless of whether the Operator could foresee the possibility of the damage occurring or not; for any delays, interruptions, damages, or losses arising from: defects in any electronic or mechanical equipment owned or not owned by the Operator, but used by the Operator; data transmission issues, internet network problems that are not the fault of the Operator.

6.4. In the case of force majeure circumstances, which include: natural disasters, accidents, fires, mass riots, strikes, military actions, illegal actions of third parties, the enactment of legislative acts, government regulations, and orders of state authorities that explicitly or indirectly prohibit activities listed in this General Offer, preventing the parties from fulfilling their contractual obligations, and other circumstances beyond the control of the parties, they are released from liability for delays or non-fulfillment of obligations they have undertaken if, within 10 days from the moment such circumstances occur, the party affected by them notifies the other party of what has happened and makes all efforts to eliminate the consequences of force majeure as quickly as possible.

6.5. The Service is the result of the intellectual activity of the Operator and is protected by applicable legislation related to the protection of copyright and related rights.

6.6. The Business Entity confirms that all intellectual property rights related to the Service and any part of the Service belong to and will always belong to the Operator, and that the Operator is the sole and exclusive holder of the intellectual property rights. The Business Entity does not and will not have any rights to the Service or any of its parts. All developments, additions, improvements, or derivatives of the Service shall be part of the application and will be the sole and exclusive property of the Operator.

6.7. The Business Entity will immediately notify the Operator in writing if it becomes aware of:

- any violation or suspicion of a violation of the Operator's intellectual property rights on the Service, or

- any claim that the use or access to the Service (or any of its components) or materials infringes the rights of any third party.

- 6.8. The Service does not use any elements that are in violation of third-party rights, which the Business Entity confirms by accepting this Offer.
- 6.9. The Business Entity agrees that no software is free from errors. The Service is provided with standard functions for all users, recipients, and partners on the principle that is globally accepted in practice, "as is." The Operator does not provide any warranties, either explicit or implicit, that the Service will meet the Business Entity's requirements, goals, or expectations.
- 6.10. The Business Entity agrees that for the Operator to fulfill its obligations to the Recipients, it is necessary to use software (web browsers, operating systems, etc.) and equipment (personal computers, network equipment, etc.) produced and provided by third parties, and the Operator is not responsible for the quality of their performance.
- 6.11. The Business Entity guarantees that it will not copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to convert the object code of the Software into a human-readable form, nor will it perform any derivative actions, and will not allow anyone else to do so, except in cases explicitly provided by applicable legislation.
- 6.12. In the case of loss and/or disclosure of the username and password for accessing the Service to unauthorized individuals by the Business Entity, the Business Entity independently and solely bears the risk of any potential harmful consequences for it.
- 6.13. The Business Entity agrees that the Operator is not responsible for disruptions in the payment systems of Partners who directly carry out the monetary transfers between the Recipients and the Client.
- 6.14. The Operator does not process bank card information of the Client and Recipients, and certainly does not store such data. Partners themselves handle the input of card details and payment processing. On the Operator's side, only general information about completed transactions is stored – the amount, time of the transaction, status, and possibly the location of the Client and Recipient at the time of payment.
- 6.15. The operator is not responsible for the suspension or interruption of the service in relation to any user of the service.
- 6.16. The operator is not responsible for the tax obligations of the business entity in accordance with the applicable legislation of the Republic of Serbia.

7. PAYMENT SECURITY GUARANTEES

- 7.1. All payments are made by the partners, whose information is partially provided in the service or in the contract. Partners protect and process customer data and credit card information in accordance with the PCI-DSS security standard to ensure secure processing of payer's credit card information. Information transfer to the payment system is carried out using SSL encryption technology. Further information transfer occurs over closed banking networks that have the highest level of reliability. Sensitive data required for payment (card details, registration information, etc.) is not provided to the Agent. The partner does not transfer customer credit card data to third parties. For additional cardholder authentication, the 3D Secure protocol is used, as well as authentication technology via Google Pay and Apple Pay.
- 7.2. In case of questions regarding completed payments, the business entity can contact customer support at support@one2tips.rs.
- 7.3. The security of online payment processing is guaranteed by the Partner(s). All credit card transactions are carried out in accordance with the requirements of Visa International and Mastercard Worldwide.

8. DISPUTE RESOLUTION

- 8.1. The parties agree to resolve any disputes and disagreements arising from this Agreement through negotiations. In case of unresolved disagreements, the parties will notify each other, with a deadline

of 5 (five) business days from the receipt of the notification to review the notification and any requests within it.

8.2. If the parties are unable to reach an agreement, they have agreed to resolve disputes before the competent court based on the location where the Operator is situated, i.e., where its headquarters are located.

9. PRIVACY AND DATA

9.1. Each party agrees not to disclose confidential information received from the other party in connection with the execution of the agreement.

9.2. For the purposes of the agreement, "confidential information" means all information related to trade secrets, business relationships, transactions, or connections of the business entity (the party transmitting this or that information), whose information may be made available to the Operator (the party receiving this or that information) in any format or through any medium.

9.3. In exchange for the business entity's consent to provide information to the Operator for data processing purposes in accordance with the Agreement, the Operator agrees to ensure that all confidential information of the business entity:

9.3.1. will be kept confidential and not reproduced, copied (beyond what is reasonably necessary for the fulfillment of the agreement);

9.3.2. will not be forwarded, disclosed, or otherwise made available to any third party (except for the officers, employees, or agents of the Operator who need to know and use the confidential information for the purpose of fulfilling the agreement, and by an authorized person of the business entity);

9.3.3. will not be used for any other purpose except for the purpose of the agreement;

9.3.4. will be stored in accordance with security measures.

9.4. The provisions of this agreement do not apply to information that:

9.4.1. are or become publicly known for reasons not related to a breach by the Operator;

9.4.2. are made available for distribution by the business entity;

9.4.3. must be disclosed in accordance with the law or any regulatory act of a state or local authority;

9.4.4. have become known or were known to the Operator without any breach of the confidentiality obligation by the Operator.

9.5. The parties agree that the business entity, in the interest of safeguarding confidential information or preventing the disclosure of any other information that, in the opinion of the business entity, should remain confidential, has the right to conceal, obscure, or otherwise alter such information. In this case, the business entity is obligated to preserve the structure and format of the provided data without any changes.

9.6. In the event that the Operator becomes aware of any illegal copying, disclosure, or use of any sensitive information of the business entity, the Operator agrees to immediately notify the business entity and, if requested by the business entity, take necessary measures to prevent further illegal copying, disclosure, or use. However, the Operator is not responsible for the outcome of the measures taken.

9.7. The obligations under this section are permanent and remain in effect indefinitely, i.e., until the termination of the contractual relationship between the business entity and the Operator.

9.8. By providing their data (business name, contact information, and others), the business entity agrees to their processing by the Operator. The Operator agrees not to disclose the data received from the business entity. It shall not be considered a breach of this obligation: 1) the provision of data and relevant information of the business entity by the Operator to third parties acting based on an agreement with the Operator to fulfill contractual obligations towards the Recipient, 2) the provision of information in accordance with the justified and applicable requirements of the current legislation.

9.9. The Operator hereby informs the business entity that by accepting this offer, it grants the Operator the right to process data for the duration of this Agreement and after its termination, with the retention period being determined by the legislation of the Republic of Serbia.

9.10. The Operator agrees to fully comply with the legal provisions regarding the protection of trade secrets, as well as with the issued regulatory documents for their implementation, when processing data.

9.11. The purpose of processing data received from the client (guest) and/or the business entity and/or the recipient is, in all cases, to fulfill the terms of the agreement.

9.12. Personal data processing is any action or set of actions performed automatically or manually with personal data or sets of personal data, such as collection, recording, classification, grouping, or structuring, storing, adapting or altering, disclosure, access, use, transfer, or delivery, duplication, distribution, or otherwise making available, comparison, restriction, deletion, or destruction.

9.13. In accordance with the Personal Data Protection Law and other regulatory acts in the field of protection and processing of personal data, in relation to all personal data received from the Client and/or Recipient, the Client and/or Recipient gives consent to the Operator to process in any manner for the purpose of fulfilling this Agreement all personal data of the Client and/or Recipient provided either personally or through third parties upon the conclusion or during the term of this Agreement. This consent is valid for the duration of the Agreement and can be revoked by the Client and/or Recipient through unilateral refusal to perform the Agreement, which entitles the Operator to terminate the agreement and suspend payments.

10. USE OF ELECTRONIC SIGNATURE

10.1. Any action by the business entity using the login and password on the account or personal email address (e-signature key) provided on the service confirms the fact of an analogue of the owner's signature (AOS) directly by the business entity.

10.2. Electronic documents signed by an AOS (analogue of the owner's signature) are recognized as equivalent to paper documents signed with a handwritten signature, unless otherwise specified by law.

10.3. The business entity agrees to respect the privacy of the AOS (not to share their login and password or grant access to their email to unauthorized third parties), as well as to take all necessary measures to keep this information confidential and is fully responsible for its protection and individual use, independently choosing the method of storing it and restricting access to it.

10.4. In the case of unauthorized access to the login and password, their loss, or disclosure to third parties, the business entity is required to immediately notify the agent by sending an email from the email address provided in their account.

10.5. The business entity fully assumes the risk of all harmful consequences that may arise from the failure to fulfill the obligations specified in sections 10.3-10.4 of this Agreement, including risks related to harmful consequences resulting from the actions of third parties who have received the aforementioned information.

11. FINAL PROVISIONS

11.1. The applicable law for relationships related to or arising from this General Offer and the contract concluded based on it and under the terms of the General Offer is the law of the Republic of Serbia.

11.2. The contract enters into force upon the acceptance of the terms of the contract from this General Offer by the business entity (point 2.5) and remains valid until any of the conditions specified in Article 5.1 of the Contract are met.

11.3. The Operator reserves the right to amend the terms of the contract and/or withdraw the General Offer for concluding the contract at any time at its discretion. In the event that the Operator makes changes to the contract, such changes will take effect from the moment the amended version of the contract is posted on the Service.

11.4. In the event that the registration on the Service is carried out by the employer of the recipient (registration in the business section on the website <https://one2tips.rs/>), the employer's authorized employee, acting on behalf of the relevant legal entity or entrepreneur, is obliged to carry out such

actions. Registration in the Business Services section means the consent of the relevant legal entity or entrepreneur, i.e., the business entity, on whose behalf the registration actions are carried out, for the use of the Operator's trademark and/or company name and/or service mark of the relevant legal entity for informational purposes, including posting on the website <https://one2tips.rs/>, as well as informing an unlimited number of individuals about the registration on the service.