

OFFER AGREEMENT

GENERAL OFFER

for the conclusion of an agreement for the provision of money transfer services

Belgrade, Republic of Serbia

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

1. TERMS AND DEFINITIONS

Operator – In the context of this offer, the Operator refers to the company OneTwoWork doo Belgrade, with its registered office in Belgrade, Trg Nikole Pašića no. 5, 1st floor, Municipality of Stari Grad, registration number 22015702, VAT number 114384377, established in accordance with the positive regulations of the Republic of Serbia, and the owner of the platform or service One2tips.rs, in relation to whose services this General Offer is published, with the aim of concluding an agreement under the conditions set forth in this offer.

The General Offer is an offer made by the Operator to an indefinite number of individuals engaged in service activities (who meet the legal requirements for conducting such activities), with the goal of concluding an agreement with them (individually) according to the conditions set forth in this General Offer.

Acceptance – is the complete and unconditional acceptance of the terms from this offer, thereby concluding an agreement between the Recipient and the Operator under the terms set forth in this offer, in accordance with the Law on Obligations of the Republic of Serbia. **Service** (one2tips.rs) – an electronic platform that enables Clients to voluntarily transfer monetary funds to recipients. The right to use the platform, without the right to modify or otherwise process it, and without the right to distribute, is subject to a fee. **Recipient** (tip recipient) – is an individual who meets the legal requirements for engaging in service activities (a worker in the service industry) who directly provides services to clients at the Business Entity and has accepted the terms from this offer, and is the recipient of the funds transferred by the Clients.

Client – an individual who makes a monetary payment to the Recipient in the form of a tip via submitting an order to a bank where they have 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, under the conditions from this General Offer. A Client may be any individual who has the ability to pay a tip to another individual or an individual who has a bank account. **Monetary Funds** – non-cash monetary funds transferred via the Service to the Recipient. **Transfer** – within the terms of this offer, a transfer refers to the voluntary transfer of monetary funds from the Client to the Recipient via the Service as a form of incentive (tip). The transfer is not related to the 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 voluntary transfer of monetary funds by the Client (guest) to the Recipient at the Business Entity, independent of the payment for services to the Business Entity. **Business Entity** – a legal entity or individual entrepreneur conducting business activities in the form of selling goods or providing services.

2. SUBJECT OF THE AGREEMENT

3. Top of Form

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

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

then transferring the funds to the Recipient by transferring the Monetary Funds to the Recipient's account with an authorized bank.

2.2. Under the Agreement, the Operator also acts as the holder of the rights (Developer and the sole legal holder of the rights to the Service as a program), while the Recipient is the user who gains the right to use the services of the Service for the duration of the Agreement, exclusively for the implementation of the functionalities available on the service, taking into account the terms of the Agreement.

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

2.4. The Recipient guarantees that they have the right to receive the monetary funds and that the funds are not encumbered by obligations to third parties, i.e., that the Monetary Funds are not being received for the purpose of fulfilling an obligation to third parties.

2.5. By accepting this offer, the parties confirm the registration of the Recipient's data with the Service. These procedures are sufficient to be considered as the acceptance of the offer and the conclusion of the Agreement 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 Recipient also accepts the Operator's Privacy Policy.

2.6. In accordance with point 2.5, the process of delivering the Recipient's payment details is carried out through secure information channels and is only available to the card-issuing bank (in the case of using a bank card) or the payment system (in the case of using a payment system). Information about the payment method details is not accessible to the Operator due to the specifics of the operation of banking and/or payment systems.

2.7. The Operator's fee for informational and technical management of the process and execution of the transfer of monetary funds from the Operator to the Recipient is charged to the Client and the Recipient. The Operator's fee is a certain percentage of the amount that the Client transfers to the Operator for the benefit of the Client or the Recipient, and the Client is informed of this fee at the moment of the monetary transfer. The Operator's fee charged to the Recipient is always 20 dinars for each individual amount received by the Recipient.

2.8. In the event of service suspension, the Service will notify the Recipient through any of the following methods:

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

-Via email: support@one2tips.rs

-By phone: 0800 36 36 32

-WhatsApp / Viber: +38166 810 47 56

No later than 5 days from receiving the notification about the service suspension, the User is required to withdraw the remaining funds from their Account. If the User fails to withdraw the balance within the specified period, the Operator will terminate the Agreement and retain the remaining funds in the Account as its revenue.

3. REGISTRATION. RECIPIENT'S ACCOUNT

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

3.2. During registration, the Recipient agrees to provide accurate information about themselves and to keep this information up to date. Otherwise, the Operator has the right, at its sole discretion, to

refuse the Recipient's registration or delete the corresponding account, and also has the right to claim compensation for any damages suffered due to the provision of inaccurate or false information or failure to update the information.

3.3. The Operator reserves the right to request the Recipient to verify the information provided during registration at any time and to request supporting documents (especially documents confirming identity). Failure to provide these 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 Recipient provides inaccurate information or fails to update their details.

3.4. The Recipient agrees not to use on the Service, including in their registration, trademarks (service marks) for which they are not the holder of the rights. The Operator has the right to prohibit the use of certain registrations, URL addresses, and to impose additional requirements for them (such as duration, valid symbols, etc.).

3.5. The Recipient agrees to use the account personally. Access to their account by third parties is not allowed, except for individuals authorized by the Business Entity. Any actions performed on the account will be considered as actions taken by the Recipient personally, and the Operator will not be liable for any damage—material or non-material—that occurs as a result of the account being used by a third party.

3.6. The Recipient is obligated to immediately notify the Operator of any unauthorized access (not permitted by the Recipient) to the Recipient's account and/or any breach (or suspicion of a breach) of the privacy of their account access credentials. For security reasons, the Recipient is required to independently log out securely from their account after each session on 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 nature that may arise due to the Recipient's violation of the provisions of this Agreement.

3.7. The Recipient has the right to delete their account at any time by selecting "edit data" in the Service's website section or in the app. 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.

3.8. The account, as well as the Service as a whole, may only be used for receiving monetary funds in the form of a tip. It is prohibited to use the Service and the account for receiving funds related to the Recipient's entrepreneurial and commercial activities.

If the Operator, either independently or with the involvement of an authorized bank, determines that there is suspicion that transfers are being made for any purpose other than giving a tip to the Recipient, both the Operator and the bank have the right to refuse to execute the transfer order, block the funds in the account, and 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 bank card affiliation of the Recipient to which the transfer is to be made, documents verifying the Recipient's identity, etc.

The deadline for submitting documents upon the Operator's or the bank's request is 10 (ten) business days. The request for document submission is sent to the Recipient via the Recipient's account or email. If the documents are not provided, the Operator will return the blocked amount to the Client within a period not exceeding 90 calendar days from the expiration of the deadline for the Recipient to submit the requested documents.

3.9. By accepting the terms of this General Offer, the Recipient confirms and acknowledges their full agreement with the terms set forth in this section in their entirety; partial acceptance of the terms of this offer is not permitted.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Recipient agrees to:

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

4.1.2. Comply with the obligations set forth in this General Offer;

4.1.3. If there are any claims, the Recipient must submit a notice to the Operator at the email address support@one2tips.rs within 3 (three) calendar days from the receipt of the funds.

4.1.4. Adhere to the code of conduct. Feedback and comments on the Service are solely for expressing gratitude or pointing out the need to correct any shortcomings in order to improve the quality of service in the area of hospitality or other services provided by the Business Entity;

4.1.5. Not publish materials and information through the Service that violate applicable laws and other positive regulations, including but not limited to the following: pornography, discrimination, defamation, insults, incitement to violence, undermining order, sending spam, fraud, etc.;

4.1.6. Provide the personal identification number (JMBG/EBS), registration address (email), and valid bank details for executing the transfer to the Recipient's address.

4.1.7. The Recipient is not authorized to use the Service for conducting transactions related to financing political and social activities of any individual, including non-profit and public organizations aimed at making a profit or concealing income. The Recipient is aware of the criminal and material liability for conducting activities without registration, violating registration rules, breaching the terms of service usage, as well as violating legal conditions for making payments.

4.2. The Operator agrees to:

4.2.1. Accept and process payments for the benefit of the Recipient;

4.2.2. Ensure the transfer of monetary funds to the Recipient;

4.2.3. Transfers to the Recipient's account are carried out in the following order: 1) The amounts of Client payments are collected by the Operator (and reflected in the account for the corresponding Recipient); 2) Payments are made once a week according to the established schedule; 3) The Recipient submits a request for receiving the payment using the Service. If all data is correctly entered and sufficient funds are available, the Operator, through the Service, will make the payment to the Recipient.

4.2.4. The monetary funds transferred to the Recipient are not rewards or income for the Operator, except for the fee charged by the Operator within the scope of this General Offer.

4.2.5. Fulfill all obligations undertaken under this General Offer in full and within the specified timeframe;

4.2.6. Immediately block the Recipient's account in the event of a violation of points 4.1.1, 4.1.4, 4.1.5 of the offer. In this case, the Operator is not responsible for such violations by the Recipient and has the right to transfer the Recipient's data in accordance with the procedure and order established by applicable legislation to the person who will submit requests/complaints for the aforementioned violations.

4.2.7. The Operator has the right to process, in any manner, all personal data provided by the Recipient during the acceptance of these terms, for the purpose of executing the contract with the Recipient.

5. TERMINATION OF THE AGREEMENT

5.1. The agreement may be terminated: at the initiative of either party in the event of a breach of the terms of the agreement by the other party, for other reasons specified in the agreement, as well as in accordance with applicable legislation.

5.2. The Recipient has the right to withdraw from using the service by deleting their account in the "edit data" section on the Service website and in the application. The account can also be deleted by

directly contacting customer support via the phone numbers listed on the Service website. After the procedure is confirmed, the account will be deleted within 30 days.

5.3. The Recipient cannot terminate the Agreement or delete their account if there are unpaid funds due to them, but only once there are no funds that need to be paid to them based on received tips.

6. LIABILITY AND LIMITATION OF LIABILITY

6.1. For the breach of the terms of the agreement, the parties are liable based on the agreement (according to the terms of this General Offer) and applicable legislation.

6.2. The Operator's liability, including the amount of any fines (penalties, etc.) and/or the amount of damages, for any claim related to the Agreement or its execution, is limited to the total amount of tips received by the specific Recipient for the month in which the damage occurred to the Recipient, provided it has been adequately documented.

6.3. The Operator is not liable for: actual damage and/or lost profits of the Recipient and/or third parties arising from the use of the Service or the inability to use it, regardless of whether the Operator could have predicted the possibility of such damage; any delays, interruptions, damages, or losses resulting from: defects in any electronic or mechanical equipment, whether owned by the Operator or not, that the Operator uses; data transmission issues, internet network problems that are not the fault of the Operator.

6.4. In the event of force majeure circumstances, which include: natural disasters, accidents, fires, civil unrest, strikes, military actions, illegal acts of third parties, the enactment of legislation, government regulations, and orders from state authorities that explicitly or indirectly prohibit the activities outlined in this General Offer, preventing the parties from fulfilling their contractual obligations, as well as other circumstances beyond the control of the parties, they are relieved of liability for delays or non- fulfillment of their obligations if, within 10 days from the occurrence of such circumstances, the party affected by them informs the other party about what has occurred and takes all necessary steps to mitigate the effects of the force majeure.

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 Service does not use any elements in violation of the rights of third parties, which the Recipient confirms by accepting this Offer.

6.7. The Recipient agrees that no software is free from errors. The Service is provided with standard features for all customers, recipients, and partners based on the generally accepted worldwide principle of "as is." The Operator does not provide any warranties, either express or implied, that the Service will meet the Recipient's requirements, objectives, or expectations.

6.8. The Client agrees that, in order 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.

6.9. The Recipient guarantees that they will not copy, modify, translate, decompile, disassemble, perform reverse engineering, or otherwise attempt to convert the object code of the Software into human-readable form, nor will they allow anyone else to do so, except in cases explicitly provided for by applicable legislation.

6.10. In the event of the loss and/or disclosure by the Recipient of the username and password for accessing the Service, the Recipient independently and exclusively bears the risk of any potential harmful consequences for them.

6.11. The Recipient agrees that the Operator is not responsible for disruptions in payment systems and with Partners who directly execute the monetary transfers.

6.12. The Operator does not process data regarding the bank cards of Clients and Recipients, and certainly does not store such data. Partners themselves handle the processing of card information and the execution of payments. On the Operator's side, only general information about the completed transactions is stored – amount, transaction time, status, and possibly the location of the Client and Recipient at the time of payment.

6.13. The Recipient hereby acknowledges and understands that by entering into this Agreement, they engage the Operator to organize the receipt of tips they receive as incentives. Therefore, the Recipient is not a consumer in relation to the Operator, and the provisions of the Consumer Protection Law do not apply to the relationship between the parties.

6.14. The period for reviewing refund requests from the Client is 7 days. The refund will be made to the same bank card used for the payment. The deposit to the card will be processed within 5 to 30 banking days, depending on which bank issued the bank card. Based on the results of the application review, the Platform reserves the right to deny the refund to the Payer.

6.15. The Operator is not responsible for the suspension or interruption of the service in relation to any service user.

6.16. The Operator is not responsible for the tax obligations of the Recipient in accordance with the applicable legislation of the Republic of Serbia, particularly for tax obligations under the Law on Personal Income Tax.

7. PAYMENT SECURITY GUARANTEES

7.1. All payments are made by the partners, whose information is partially provided in the service or in the agreement. Partners protect and process customer data and credit card information according to the PCI-DSS security standard to ensure secure processing of payer's credit card data. The transfer of information to the payment system is done using SSL encryption technology. Further transfer of information occurs over closed banking networks that have the highest level of reliability. Sensitive data required for payment (card details, registration information, etc.) does not reach 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 Google Pay and Apple Pay authentication technologies.

7.2. In case of questions about the completed payment, the recipient can contact customer service at support@one2tips.rs.

7.3. The security of internet payment processing is guaranteed by the Partner(s). All 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 all disputes and disagreements under this Agreement through negotiations. In case of unresolved disagreements, the parties shall notify each other, with a deadline of 5 (five) business days from the moment the notice is received for reviewing the notification and any requests contained within it.

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

9. PRIVACY AND PERSONAL DATA

9.1. Each party agrees not to disclose any confidential information received from the other party in connection with the performance of the contract.

9.2. For the purposes of the contract, "confidential information" refers to all information related to secrets, business relationships, transactions, or connections of the recipient (the party transmitting these or those information), whose information may be disclosed to the Operator (the party receiving these or those information) in any format or through any medium.

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

9.3.1. are kept confidential and not reproduced or copied (beyond what is reasonably necessary for the purpose of fulfilling 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 authorized persons within the legal 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 any breach by the Operator;

9.4.2. are made available for distribution by the recipient;

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

9.4.4. were known to the Operator or became known to the Operator without any breach of confidentiality obligations by the Operator.

9.5. The parties agree that the Recipient, in the interest of protecting confidential information or preventing the disclosure of any other information that, in the Recipient's opinion, should remain confidential, has the right to conceal, obscure, or otherwise alter such information. In this case, the Recipient 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 unlawful copying, disclosure, or use of the Recipient's sensitive information, the Operator agrees to promptly notify the Recipient and, if requested by the Recipient, take necessary measures to prevent further unlawful copying, disclosure, or use. However, the Operator is not responsible for the outcome of the actions taken.

9.7. The obligations under this clause are perpetual and remain in effect indefinitely, i.e., until the termination of the contractual relationship between the Recipient and the Operator.

9.8. By providing their personal data (last name, first name, contact details, and others), the Recipient agrees to their processing by the Operator. The Operator agrees not to disclose the personal data received from the Recipient. The following shall not be considered a breach of this obligation: 1) providing the personal data and relevant information of the Recipient to third parties acting on behalf of the Operator under a contract for the purpose of fulfilling contractual obligations to the Recipient, and 2) providing information in accordance with the legitimate and applicable requirements of the applicable legislation.

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

9.10. The Operator agrees to fully comply with the Personal Data Protection Law and the regulatory documents issued for its implementation when processing personal data.

9.11. The purpose of processing personal data received from the client and/or recipient is, in all cases, for the purpose of fulfilling the contract.

9.12. Personal data processing refers to 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, storage, adaptation or alteration, disclosure, access, use, transmission or delivery, reproduction, dissemination, 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 personal data protection and processing, with respect to all personal data received from the Client

and/or Recipient, the Client and/or Recipient grants the Operator consent to process, in any manner, all personal data of the Client and/or Recipient provided by the Client and/or Recipient personally or through third parties upon the conclusion or during the validity period of this Agreement, for the purpose of fulfilling this Agreement. This consent is valid during the term of this Agreement and can be revoked by the Client and/or Recipient by unilaterally refusing to execute this Agreement, which would entitle the Operator to terminate the contract and suspend payments.

9.14. By accepting these terms, the Recipient declares that they agree to allow a person authorized by the Legal Entity to access the data on the Service of the specific Recipient in order to monitor the success of the Service implementation at the Legal Entity.

9. USE OF ELECTRONIC SIGNATURE

10.1. Any action taken by the Recipient using their login and password on the account or personal email address (electronic signature key) provided on the service confirms the fact of an analog of the ownership signature (AOS) directly by the Recipient.

10.2. Electronic documents signed by an AOS (analog of the ownership signature) are recognized as equivalent to paper documents signed with a handwritten signature, unless otherwise stipulated by law.

10.3. The Recipient agrees to respect the privacy of the AOS (not sharing their login and password or granting access to their email to third parties), as well as to take all necessary measures to keep this information confidential and is fully responsible for its preservation and individual use, independently choosing the method of safeguarding 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 Recipient is obliged to immediately notify the agent by sending an email from the email address specified on their account.

10.5. The Recipient fully assumes the risk of any harmful consequences that may arise from the failure to fulfill the obligations specified in sections 10.3–10.4 of this Agreement, including risks associated with the harmful consequences of actions by third parties who have received the aforementioned information.

10. FINAL PROVISIONS

11.1. The applicable law for relations 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 from the moment the Recipient accepts the terms of the contract from this General Offer (point 2.5) and remains valid until any of the conditions stated in Article 5.1 of the Agreement are met.

11.3. The Operator reserves the right to modify the terms of the contract and/or withdraw the General Offer for the conclusion of 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 contract text is posted on the Service.

11.4. In the event that the registration on the Service is performed by the Recipient's employer (registration in the business section on the website <https://one2tips.rs>), the employer agrees to ensure that such actions are carried out by an authorized employee of the employer, acting on behalf of the respective legal entity or entrepreneur. Registration in the Business Services section signifies the consent of the respective legal entity or entrepreneur, on whose behalf the registration actions are performed, for the use by the Operator of the 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> and informing an unlimited number of individuals about the registration on the service.