



Pursuant to Article 29, 30 paragraphs 1, 31, 37, 39, and 44 of the Labor Law ("Official Gazette of Montenegro" No. 74/19 and 08/21):

"BGS Consulting" LLC Podgorica, Bulevar Džorža Vašingtona 98, registration number 5-0774829/002, TIN 03110222, represented by the Founder Grzegorz Marek Skurjat, as Employer (hereinafter referred to as: **the Employer**),

and

Grzegorz Marek Skurjat from Wrocław, Republic of Poland, passport number ET2366813, UMCN 2003977213017, Temporary residence and work permit No. **913451887** issued by RU Podgorica on 07.08.2024, qualification level and sub-level: IV - 1, occupation: IT technician (hereinafter referred to as: **the Employee**)

enter into, on 7.08.2025, in Podgorica

CHIEF EXECUTIVE OFFICER FIXED-TERM EMPLOYMENT CONTRACT

Article 1

1.1 The subject matter of this Contract is the regulation of the mutual rights, obligations, and responsibilities of the Employee and the Employer in connection with the establishment of the labor-legal relationship in question.

1.2 This Agreement is considered concluded when signed by the Employee and the Employer.

Article 2

2.1 The Employee establishes a fixed-term employment relationship, starting from 07.08.2025 to 06.08.2026.

2.2 The employment relationship referred to in the previous paragraph can be extended by entry into a new contract after obtaining a new temporary residence and work permit.

2.3 The duration of the contractual relationship in question is determined in advance by objective reasons, considering that the chief executive officer is a foreigner who exercises the right to stay and work based on a temporary residence and work permit issued for a period of 1 (one) year.

Article 3

3.1 The Employee shall start work on 07.08.2025.

Article 4

4.1 The Employee shall perform work at the Employer's registered office, and when required and at the Employer's decision, also in other business premises of the Employer.

4.2 If necessary, the Employee may be assigned field work, in accordance with the Employer's decision.



Article 5

5.1 The Employee establishes a full-time employment relationship, i.e., 40 hours a week.

5.2 The Employee is obliged to work longer than full-time - overtime, in cases of force majeure, sudden increase in workload, and in other exceptional cases provided for by the Law and the General Collective Agreement, based on the written decision of the Employer, before the start of that work.

5.3 If, due to the urgency of the work, it is not possible to determine overtime by means of a written decision, the Employer shall inform the Employee about this orally, with the obligation to deliver the written decision to the Employee subsequently, and no later than three working days after the end of the circumstances that led to the introduction of overtime.

Article 6

6.1 The Employee shall perform duties at the chief executive officer's workplace.

6.2 The job description referred to in the previous paragraph shall include:

- decision-making and leadership in the global work process and business operations of the business organization;
- representation and representing of the business organization before third parties;
- ensuring the legality of the business organization's work;
- proposing the business organization's work plan and program and undertaking actions for their implementation;
- proposing the organization of the business organization;
- appointment and dismissal of employees with special powers and responsibilities;
- deciding on the hiring of employees and determining the termination of the employee's employment relationship;
- deciding on the rights, obligations, and responsibilities of employees in accordance with the Law, the Collective Agreement, general acts, and acts of the business organization's business policy;
- imposition of disciplinary measures;
- deciding on the introduction of overtime, as well as on changing working hours;
- adoption of an act on the internal organization and systematization of workplaces in the business organization;
- deciding on the assignment of workers to certain jobs and tasks;
- deciding on the acquisition of fixed assets;
- deciding on all other issues related to the work and operations of the business organization that are not within the competence of the business organization's other bodies in accordance with the Law, the Articles of Association of the business organization, the collective agreement, and other general acts.

6.3 The chief executive officer shall be responsible for his work to the Founder of the business organization.

Article 7

7.1 During the validity of this employment contract, the Employer may, for reasons established by the Law, the General Collective Agreement, this Agreement, or another general act of the Employer, offer the Employee a change in the agreed working conditions.

7.2 In the case referred to in the previous paragraph, the Employer shall conclude the annex to this employment contract with the Employee.



Article 8

8.1 The Employee undertakes to perform his duties based on the principles of conscientiousness and honesty, to preserve the Employer's business reputation, and to respect the rules of the profession and improve the quality of the Employer's services.

8.2 The Employee undertakes that unauthorized persons, with the Employer and outside, will not give statements and information relating to jobs and events that represent the Employer's business secrets, both during the duration and after the termination of the employment relationship, which implies that he will not give any notifications about business operations and the like; otherwise, he will be criminally and materially liable for doing so.

8.3 The Employee is obliged to hand over all business documentation, as well as personal notes related to the Employer's business, at the request of the Employer or an authorized person, without delay, and at the latest upon termination of work under this Employment Contract, under the threat of compensation for damages in case of delay in handing over.

Article 9

9.1 Additional jobs of the Employee that may threaten the business interests of the Employer are not allowed.

9.2 The contracting parties agree that there are conditions for the Employee to acquire new, especially important technological knowledge and a wide circle of business partners by working for the Employer, as well as to come into possession of very important business information and secrets.

9.3 The Employee may not, without the prior written approval of the Employer, in his own name and for his own account, as well as in the name and for the account of another legal or natural person, perform tasks from the activities performed by the Employer, which relate to the services and activities of information technologies, and the development of software solutions - iGaming (non-competition).

9.4 During the term of this Employment Contract, the Employee may not engage in any business activity or enter into an agreement in the area of iGaming, nor may he support any third parties and assist them in market competition with the Employer in the area of iGaming, either by providing them with various materials, commercial means, business documentation and technical data, codes and the like, or by providing support of any kind to third parties engaged in iGaming (e.g., advisory services).

9.5 Non-competition shall be contracted for the duration of the employment relationship and for the territory of Montenegro and other countries in the world.

9.6 If the Employee violates the non-competition clause established by this Employment Contract, the Employer has the right to cancel the employment contract and require the Employee to pay a contractual penalty in the amount of 12 (in letters: twelve) monthly wages specified in Article 16 of this Employment Contract.

9.7 If the Employee, by violating the provisions of this Article, causes damage to the Employer that is greater than the agreed fines, the Employer has the right to demand from the Employee the difference up to full compensation for the damage.

9.8 The Employer shall, immediately upon learning that the Employee has violated his obligations established by this Article, send the Employee a notice by registered letter with return receipt and invite him to pay the contractual penalty.



9.9 The Employee has the right to respond, within the period of 3 (letters: three) days following the date of receipt of the notice referred to in the previous paragraph of this point, to the allegations contained in the notice, and undertakes to pay the amount of the contractual penalty to the Employer's bank account within the period of 8 (letters: eight) days following the date of receipt of the notice and the Employer's invitation.

Article 10

10.1 The Employee shall:

- 1) conscientiously and responsibly perform the duties of the workplace;
- 2) respects the organization of work and the Employer's business operations, as well as the conditions and rules of the Employer in connection with the fulfillment of contractual and other obligations from the employment relationship;
- 3) take care and conscientiously treat the means of work and material resources of the Employer;
- 4) keep proper records of arrival and departure from work;
- 5) notify the Employer about situations which, in the Employee's opinion, may represent a danger to life and health and which the Employee cannot deal with in an appropriate manner, or about any situation which the Employee has objective reasons to believe represents an immediate and serious danger to his life or health;
- 6) notify the Employer within three days of the change of residential address;
- 7) respect the regulations on occupational health and safety and carefully perform the work in such a way as to protect his life and health as well as the life and health of other persons, in accordance with a special law; and
- 8) act in accordance with other obligations established by law, collective agreement, the Employer's act, and employment contract.

Article 11

11.1 In case of illness or inability to work for other reasons, the Employee is obliged to submit to the Employer a medical doctor's certificate, personally or through another person, no later than three days following the date of temporary inability to work.

11.2 The Employee is obliged to submit the report on temporary inability to work within the period of five days following the date of issuance of the medical report.

11.3 The Employer is obliged to provide the Employee with salary compensation due to temporary incapacity during the time prevented from working, according to health insurance regulations and during the use of parental, adoptive, and foster care leave and leave for child care, in accordance with the Law.

Article 12

12.1 The schedule of working hours per working day will be determined by the Employer in accordance with the Law and the Employer's internal acts.

12.2 The Employee has the right to a 45-minute rest during the working day (break), which cannot be used at the beginning and end of the working day, a rest between two consecutive working days lasting



at least 12 hours continuously (daily rest) and the right to a weekly rest lasting at least 24 continuous hours to which a daily rest is added and used continuously.

12.3 The Employee will use the rest referred to in the previous paragraph at the time and in the manner determined by the Employer in the Decision on the schedule of working hours, in accordance with the Law and the needs of the Employer's work process.

Article 13

13.1 The employee has the right to annual leave in accordance with the Law, the General Collective Agreement, and the Plan for the use of annual leave to be used at the time and in the manner determined by the Employer, with the consultation of the Employee, in the Decision on annual leave in accordance with the needs of the work process.

13.2 The duration of the annual leave is determined according to the time spent in the employment relationship.

13.3 The Employee has the right to 1/12 of annual leave for each month of work with the Employer if he starts an employment relationship with the Employer or terminates his employment relationship with the Employer in that calendar year.

13.4 When determining annual leave in the manner referred to in paragraph 3 of this Article, at least half of the days of annual leave shall be rounded up to a full day of annual leave, and more than half of the working month shall be rounded up to a whole month.

13.5 Temporary inability to work due to illness, paid leave, parental, adoptive, and foster care leave, rest on national and religious holidays, and absence due to responding to the call of state authorities are considered time spent at work for acquiring the right to use annual leave.

13.6 The Employee cannot waive the right to annual leave, nor can that right be denied.

13.7 The right to annual leave cannot be replaced by monetary compensation, except in the case of termination of employment.

13.8 In each calendar year, the Employee has the right to an annual vacation of at least 20 working days.

Article 14

14.1 The Employee has the right to a leave of absence from work with salary compensation (paid leave), namely in the following situations:

- 1) marriage - five working days;
- 2) birth of a child - three working days;
- 3) care of a child with disabilities - three working days;
- 4) death of a relative, outside the immediate family, up to and including the third degree of consanguinity, that is, with the second degree of in-law kinship - one working day;
- 5) serious illness of a close family member - seven working days;
- 6) removal of consequences in the household caused by natural disasters - three working days;



7) participation in trade union cultural, sports or other public events of national and international importance - two working days;

8) use of work disability prevention and recreational leave, in terms of Article 60 of the collective agreement - five working days;

9) moving one's own household within the territory of the same inhabited place - one working day, and from one to another inhabited place - three working days;

10) voluntary blood donation - one working day;

11) voluntary tissue and organ donation - according to the medical documentation;

12) taking a professional exam - five working days.

14.2 Paid leave referred to in point 14.1, paragraphs 4, 5, 6, 10, and 11 of this Article is realized independently of the number of days that the Employee used in the calendar year on other grounds by applying paragraph 1 of this Article.

Paid leave can be used at the time when the foreseen event occurs.

The Employee's right to paid leave shall be exercised by submitting a request to the Employer and proof of the reason for the absence, unless the reason for that absence is common knowledge.

14.3 The Employee has the right to unpaid leave from work in the cases and in the manner provided by the Law and the General Collective Agreement.

Article 15

15.1 For the performance of work referred to in Article 6 of this Employment Contract, the Employee is entitled to a salary in the net amount of EUR 450.00 (four hundred and fifty euro).

15.2 The coefficient for determining earnings is 2.27.

15.3 The Employee has the right to a salary increase based on past work, which is obtained by increasing the job complexity coefficient based on longevity pay.

15.4 The starting part of the salary consists of a meal allowance and 1/12 of the holiday allowance, which are received in the manner provided for in the General Collective Agreement.

15.5 Amounts of personal income and conditions of employment represent a business secret, for the disclosure of which the Employee shall commit a serious breach of work obligation for which a disciplinary measure - "termination of employment", can be imposed.

15.6 Salary and other benefits to which the Employee is entitled are paid as a one-off payment and no later than the 15th of the current month for the previous month.

15.7 Elements for determining work performance, based on which part of the salary for work performance is calculated. Awards, bonuses, and other monetary and non-monetary benefits are determined by the Employer in its general acts, which form an integral part of this Employment Contract.

Article 16

16.1 The Employee has the right to a salary increase, salary compensation, and other benefits in accordance with the Law and the General Collective Agreement.



Article 17

17.1 The employment relationship based on this Employment Contract may be terminated:

- 1) by force of law;
- 2) by agreement between the Employee and the Employer;
- 3) dismissal by the Employee or the Employer;
- 4) as well as in other cases and under conditions determined by law.

17.2 Contracting parties may cancel this Employment Contract by fulfilling the conditions stipulated by law, with a notice period of 30 days.

Article 18

18.1 The employment relationship can also be terminated by mutual agreement between the Employer and the Employee.

18.2 In case of mutual termination of the employment relationship or dismissal of the Employee from the position of the chief executive officer before the end of the term of office, the Employer undertakes to pay the Employee severance pay in the amount of 12 average gross wages earned by the Employer in the previous half-year.

Article 19

19.1 The employment relationship, i.e., this Employment Contract, may be terminated by the Employee's resignation.

19.2 The Employee is obliged to submit the termination of the employment contract, previously certified by a notary, court, or local self-government body, to the Employer in writing, at least 30 days before the day he specified as the day of termination of the employment relationship, unless the Employer and the Employee agree otherwise.

19.3 In the event that the Employee fails to comply with the notice period, the Employer has the right to compensation for damages, which is determined in proportion to the length of the non-compliance period according to the salary that the Employee earned in the month preceding the notice of termination referred to in paragraph 1 of this Article.

Article 20

20.1 The Employer may cancel the Employee's employment contract, without conducting a procedure to determine liability, if there is a justified reason for this, namely:

- 1) due to the failure of the Employee's work results, according to the superior's assessment, and based on regular evaluations, in a period that cannot be shorter than 30 days, if he previously gave the Employee work instructions;
- 2) if his behavior is such that he cannot continue working for the Employer due to:
 - violations of regulations on occupational health and safety, causing danger to one's own health or the health of other employees;
 - coming to work under the influence of alcohol or psychoactive substances, drinking while working, or
 - using psychoactive substances, while refusing the appropriate test to determine these facts



by an authorized person, in accordance with special regulations;

- unjustified absence from work for three or more working days in a row, or five working days with

interruptions during 12 months;

- final court decisions by which he was convicted of the criminal offense of abuse of official position;

- disclosure of business secrets determined by the Employer's act;

- violent or offensive behavior towards parties or employees

- committed a criminal offense at work or in connection with work;

- using and disposing of an official car, machine, and work tools contrary to the Employer's act

with which the Employee has been previously familiar;

3) if, when establishing an employment relationship or being assigned to another workplace, he provided false information related to the conditions for establishing an employment relationship, that is, for performing other jobs;

4) if it has been established that the Employee does not have the necessary knowledge and skills for the work he performs;

5) if he refuses to conclude an annex to the employment contract in order to be assigned to another suitable job, due to the needs of the work process or organization;

6) if he refuses to conclude an annex to the employment contract in order to be assigned to another place of work for a suitable job with the same employer, if the Employer's activity is of such a nature that the work is performed in places outside the Employer's registered office, i.e., its organizational part, in terms of Article 50 of the Law or due to changes related to earnings;

7) if he abused the right to leave due to temporary inability to work, and especially if he was employed by another employer for any reason during the period of temporary inability to work, i.e., if he fails to submit a medical certificate to the Employer within the period of three days following the date of issuance, personally or through another person, i.e., if he fails to submit a report on temporary inability to work within the period of five days following the date of its issuance;

8) if, without justifiable reason, he does not return to work within two working days after the end of the unpaid leave, that is, within the period of 15 days following the date of termination of the reason for which the rights and obligations from work were suspended;

9) if the Employee refuses to work at the workplace to which he is assigned or refuses to perform work obligations from the employment contract.

20.2 In the case of termination of the employment contract for the reasons stated in points 5 and 6 of the previous paragraph of this Article, if the changes to the agreed working conditions entail a reduction in wages, the Employee has the right to a severance payment that cannot be lower than three average monthly wages without taxes and contributions in Montenegro, if the offered annex to the contract entails a reduction in wages.

20.3 The decision to terminate the employment contract in the cases referred to in paragraph 1, point 2, indents 1, 3, and 8, as well as points 3 and 7 of this Article, can be made by the Employer after previously warning the Employee about the existence of reasons for termination.



20.4 The warning referred to in the previous paragraph of this point is given in writing and contains the reasons for cancellation, evidence indicating that the conditions for cancellation have been met, and the deadline for responding to the warning, which cannot be shorter than five working days.

Article 21

21.1 The Employee is obliged to comply with the obligations prescribed by the Law, the General Collective Agreement, and this Employment Contract at work.

21.2 The Employee who, through his own fault, fails to fulfill his work obligations or fails to comply with the Employer's decision shall be responsible for violating his work obligations.

21.3 Criminal responsibility does not exclude the responsibility of the Employee for the performance of work obligations if that action constitutes a violation of work obligations.

21.4 The Employee is responsible for the violation of the work obligation, which at the time of execution was determined by the Collective Agreement and the Employment Contract.

21.5 It is considered that there is an Employee's fault if he violates his work obligation intentionally or negligently.

21.6 Violation of the work obligation can be caused by the Employee's actions or failure to act.

21.7 Violation of the work obligation by failure to act occurs when the Employee fails to perform the action he is obliged to perform.

21.8 For minor violations of work obligations, one of the following measures may be imposed on the Employee:

- 1) reprimand;
- 2) a fine in the amount of up to 20% of the Employee's monthly salary earned in the month in which the decision was issued, for a duration of one to three months.

21.9 For serious violations of work obligations, one of the following measures may be imposed on the Employee:

- 1) a fine in the amount of 20% to 30% of the Employee's monthly salary earned in the month in which the decision was issued, for a duration of one to four months;
- 2) conditional termination of the employment relationship, which implies the possibility of termination of the employment relationship if the Employee commits a serious violation of the employment obligation within a period of six months following the date of the imposed measure.
- 3) termination of employment.

21.10 Minor violations of work obligations are:

- 1) non-compliance with working hours established by the Employer;
- 2) improper or negligent storage of official records or data;
- 3) unjustified absence from work for two consecutive working days or two working days within six months;
- 4) non-compliance with the regulations on occupational safety;
- 5) other violations determined by the branch collective agreement, the collective agreement with the Employer, or the employment contract.

21.11 More serious violations of work obligations are:

- 1) non-fulfilment or unconscionable, untimely or untimely performance of work obligations, that is, if the Employee unjustifiably refuses to fulfill the obligations stipulated in the employment contract;



- 2) improper disposal of entrusted funds;
- 3) abuse of position or exceeding authority;
- 4) violation of work obligations that has serious consequences for the Employer;
- 5) psychological abuse or humiliation of another employee, with the aim of endangering his reputation,
personal dignity and integrity (mobbing);
- 6) if he negligently treats the Employer's property or has caused material damage of greater proportions
determined by the Employer's act; and
- 7) other violations determined by the branch collective agreement, the collective agreement with the Employer, that is, the employment contract.

21.12 The procedure for determining responsibility for a breach of duty can be initiated by the founder upon learning that a breach of duty has been committed or based on an initiative that can be submitted by any employee, in the procedure provided for in Articles 147 - 153 of the Law.

Article 22

22.1 The Employer is the exclusive owner of all blueprints, reports, data, research, analyses, inventions, codes, programs and technical improvements that occurred during work for the Employer. At the Employer's written request or upon termination of this Employment Contract, the Employee must hand over to the Employer all such products as well as all hard and electronic copies thereof.

Article 23

23.1 The Employee agrees that the Employer or related persons collect, store, electronically process, and transfer his personal data in the territory of Montenegro or abroad for the purposes of the Employer's business operations in compliance with the provisions of the Personal Data Protection Law.

23.2 In terms of paragraph 1 of this Article, at least the following data of the Employee are collected:

- 1) first and last name,
- 2) address,
- 3) UMCN
- 4) gender,
- 5) marital status,
- 6) vocational training,
- 7) basis for calculating earnings.

Article 24

24.1 The Employer applies occupational health and safety measures in accordance with the Employer's Regulations, with which the Employee is familiar and which form an integral part of this Employment Contract.

Article 25

25.1 The Employee confirms that the Employer, before starting work, informed him in writing of the rights, obligations and responsibilities related to mobbing, in accordance with the Law on Prohibition of Abuse at Work ("Official Gazette of Montenegro", No. 030/12 and 054/16).

Article 26

26.1 In the event of a dispute, the jurisdiction of the Basic Court in Podgorica is agreed.

Article 27

27.1 This Agreement is drawn up in 4 (four) identical counterparts, of which 1 (one) is for the Employee, and 3 (three) for the Employer.

Contracting parties

For the EMPLOYER

Grzegorz Marek Skurjat, Founder

(Handwritten signature)

EMPLOYEE

Grzegorz Marek Skurjat

(Handwritten signature)

(Round-shaped seal of BGS Consulting affixed)

TUMAČ	
Tatjana Đikanović	
za engleski jezik, postavljena u Crnoj Gori rješenjem ministra pravde broj: UPI-05-109/22-278-1 od 19. aprila 2022. godine na vrijeme od pet godina, potvrđuje da je ovaj prevod vjeran originalu.	
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Tatjana Đikanović	
English: Interpreter/translator, appointed in Montenegro by the Ministry of Justice No: UPI-05-109/22-278-1 of 19 April 2022 for a five-year period. I hereby certify that this translation is a true and accurate translation of the original document.	
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