

Na osnovu člana 3 Zakona o radu ("Službeni glasnik Republike Srbije" br. 24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/2017, 113/2017 i 95/2018 - autentično tumačenje) ("Zakon o radu"), Rivian SE Europe d.o.o. Beograd, privredno društvo sa sedištem u KRUNSKA 73, floor 3, OFFICE 1, BELGRADE (VRACAR) 11000 Serbia, koga zastupa Marisa Lorch lice ovlašćeno na osnovu punomoćja od 17.11.2022. godine ("Poslodavac" ili "Društvo")		In accordance with Article 3 of the Labour Act ("Official Gazette of the Republic of Serbia" nos. 24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/2017, 113/2017 and 95/2018 - authentic interpretation) ("Labour Act"), Rivian SE Europe d.o.o. Beograd, a company with its seat at KRUNSKA 73, floor 3, OFFICE 1, BELGRADE (VRACAR) 11000 Serbia, represented by Marisa Lorch, representative authorized by the Power of Attorney dated November 17, 2022 ("Employer" or "Company")
donosi dana 17.11.2022. godine sledeći:		enacted on November 17, 2022, the following:
<b>PRAVILNIK O RADU</b>		<b>LABOUR RULEBOOK</b>
<b>I. OSNOVNE ODREDBE</b>	<b>I.</b>	<b>BASIC PROVISIONS</b>
<b>Član 1.</b>		<b>Article 1.</b>
Ovim Pravilnikom o radu uređuju se prava, obaveze i odgovornosti iz radnog odnosa kod Poslodavca.		This Labour Rulebook regulates rights, obligations and responsibilities arising out of employment with the Employer.
<b>Član 2.</b>		<b>Article 2.</b>
Ovaj Pravilnik o radu se neposredno primjenjuje na sve zaposlene kod Poslodavca.  Zaposleni je dužan da poštuje sve opšte i druge akte Poslodavca (Strategije, Politike, Pravilnike, Procedure, Kodekse, Uputstva i sl.) kojima se uređuju prava, obaveze i odgovornosti zaposlenog.  Svi opšti i drugi akti Poslodavca (Strategije, Politike, Pravilnici, Procedure, Kodeksi, Uputstva i sl.) objavljeni su i dostupni svakom zaposlenom na elektronskoj platformi Poslodavca.		This Labour Rulebook is directly applicable to all employees of the Employer.  The employee is obliged to comply with all general and other acts of the Employer (Strategies, Policies, Regulations, Procedures, Codes, Instructions, etc.) which regulate the rights, obligations and responsibilities of the employee.  All general and other acts of the Employer (Strategies, Policies, Regulations, Procedures, Codes, Instructions, etc.) are published and available to every employee on the Employer's electronic platform.
<b>Član 3.</b>		<b>Article 3.</b>
O pravima, obavezama i odgovornostima zaposlenih iz radnog odnosa odlučuje direktor Društva. Direktor može sva ili pojedina ovlašćenja pisanim putem da prenese na jedno ili više drugih lica.		The director of the Company is the person authorized to decide on behalf of the Employer on rights, obligations and responsibilities of the employees arising out of employment. The director may delegate all or a part of its authorities to one or more other individuals by way of a written authorization.



II.	RADNO VREME	II.	WORK HOURS
	<b>Član 4.</b>		<b>Article 4.</b>
	Puno radno vreme iznosi 40 časova nedeljno.		Full-time work hours are equal to 40 hours of work per week.
	<b>Član 5.</b>		<b>Article 5.</b>
5.1	Po pravilu, radna nedelja traje pet dana, od ponedeljka do petka, a radni dan traje 8 sati.	5.1	As a rule, work week spreads over five days, from Monday to Friday and a workday last for 8 hours.
5.2	Poslodavac može posebnom odlukom, i bez potrebe izmena ovog Pravilnika o radu, organizovati radnu nedelju i trajanje radnog dana na način drugačiji od propisanog u članu 5.1, te odrediti raspored radnog vremena, uključujući i rad u smenama, uz poštovanje zakonskog prava zaposlenih na dnevni i nedeljni odmor.	5.2	The Employer may, by a separate decision and without the need to change this Labour Rulebook, organize the work week and duration of workday in a manner that deviates from Articles 5.1, and determine the work schedule, including by organizing work in shifts, subject to the employees' statutory right to daily break and weekly rest.
III.	ODMORI I ODSUSTVA	III.	LEAVES AND BREAKS
	<i>Godišnji odmor</i>		<i>Annual leave</i>
	<b>Član 6.</b>		<b>Article 6.</b>
6.1	Zaposleni imaju pravo na godišnji odmor u trajanju od najmanje 25 radnih dana u svakoj punoj kalendarskoj godini.	6.1	The employees are entitled to annual leave in the duration of at least 25 workdays in each full calendar year.
6.2	Dužina trajanja godišnjeg odmora iz člana 6.1 se za konkretnog zaposlenog uvećava za:  (i) po jedan radni dan za svakih navršenih 5 godina radnog staža kod Poslodavca;  Poslodavac može zaposlenom rešenjem odobriti jedan ili više dodatnih dana godišnjeg odmora po osnovu posebnog doprinosa na radu u konkretnom vremenskom periodu.  Uvećanje dužine trajanja godišnjeg odmora nije moguće na osnovu uslova rada ukoliko su uslovi rada suštinski slični na svim poslovima.	6.2	<p>The duration of annual leave as set out in Article 6.1 is increased for a particular employee for:</p> <p>(i) one workday for each 5 full years of pensionable service at the Employer;</p> <p>The Employer may issue a decision approving one or more additional days of annual leave to the employee on the basis of the employee's special contribution at work in a given period.</p> <p>The annual leave increase on the basis of the conditions of work is not applicable given that the conditions of work at the Employer are substantially similar on all positions.</p>

6.3	Ukupno trajanje godišnjeg odmora zaposlenog u određenoj kalendarskoj godini odluka je poslodavca.	6.3	The total duration of an employee's annual leave within a particular calendar year is determined by Employer's decision.
6.4	Ukupno trajanje godišnjeg odmora zaposlenog ne može biti duže od 30 radnih dana za punu kalendarsku godinu.	6.4	An employee's total annual leave entitlement within a calendar year cannot exceed 30 workdays for a full calendar year.
6.5	Neiskorišćeni dani godišnjeg odmora iz kalendarske godine (januar – decembar) prenose se u narednu kalendarsku godinu i mogu se iskoristiti do 30. juna naredne kalendarske godine.	6.5	Unused annual leave days from a calendar year January to December will carry over into the following calendar year. Unused days that carry over will expire on 30 <sup>th</sup> June of the following calendar year.
<i>Plaćeno odsustvo</i>		<i>Paid Leave</i>	
<b>Član 7.</b>		<b>Article 7.</b>	
7.1	<p>Zaposleni ima pravo na plaćeno odsustvo u sledećim slučajevima:</p> <ul style="list-style-type: none"> <li>(i) sklapanje braka – 5 radnih dana ;</li> <li>(ii) porođaj supruge zaposlenog – 10 radnih dana;</li> <li>(iii) teža bolest člana uže porodice – 5 radnih dana;</li> <li>(iv) zbog smrti člana uže porodice, u trajanju od 5 radnih dana, a u slučaju smrti člana šire porodice ili prijatelja, 3 radna dana;</li> <li>(v) za dobrovoljno davanje krvi, u trajanju od 2 uzastopna dana, računajući i dan davanja krvi;</li> <li>(vi) smrti roditelja ili usvojioца bračnog druga zaposlenog i brata ili sestre bračnog druga zaposlenog u trajanju od 2 radna dana;</li> <li>(vii) zaštite i otklanjanja štetnih posledica u domaćinstvu prouzrokovanih elementarnom nepogodom, u trajanju od 3 radna dana;</li> <li>(viii) selidbe sopstvenog domaćinstva na području iste gradske opštine u trajanju od 1 radnog dana, a iz jednog u drugu gradsku opštinu u trajanju od 3 radna dana;</li> <li>(ix) polaganja stručnog ili drugog ispita u trajanju od 2 radna dana, a ukupno 6 radnih dana u toku jedne kalendarske godine;</li> <li>(x) za polazak deteta u prvi razred osnovne škole, u trajanju od 1 radnog dana.</li> </ul>	7.1	<p>An employee is entitled to paid leave on the following grounds:</p> <ul style="list-style-type: none"> <li>(i) his/her own wedding – 5 working days;</li> <li>(ii) spouse giving birth – 10 working days;</li> <li>(iii) severe illness of an immediate family member – 5 working days;</li> <li>(iv) in case of death of an immediate family member, 5 workdays; and in the case of non-immediate family or friend, 3 workdays;</li> <li>(v) when donating blood, 2 consecutive days, including the day of the donation.</li> <li>(vi) death of a parent or adoptive parent of an employee's spouse and a brother or sister of the employee's spouse - 2 working days;</li> <li>(vii) protection and elimination of harmful consequences in the house caused by natural disasters - 3 working days;</li> <li>(viii) moving within the territory of the same city municipality - 1 working day, and from one city municipality to another city municipality - 3 working days;</li> <li>(ix) taking a professional or other exam - 2 working days, and a total of 6 working days during one calendar year;</li> <li>(x) for the child's entry into the first grade of elementary school, for the duration of 1 working day.</li> </ul>

	<p>U svrhu plaćenog odsustva, osim lica koja su Zakonom o radu predviđena kao članovi uže porodice, kod Poslodavca će se za potrebe plaćenog odsustva članovima uže porodice smatrati i sledeća lica: partner sa kojim zaposleni živi u istom domaćinstvu, tašt i tašta, svekar i svekrva, mačeha/očuh, zet/snaja, baba i deda i unuci.</p> <p>Poslodavac može zaposlenom odobriti plaćeno odsustvo i u drugim slučajevima od interesa za poslodavca za koje proceni da su opravdani.</p>	<p>For the purpose of paid leave, apart from the individuals who are considered immediate family members in accordance with the Labour Act, the following individuals are considered immediate family members as well: the partner with whom the employee lives together, parent-in-law, stepparent, sibling-in-law, stepsibling, grandparent, and grandchild</p> <p>The Employer may grant paid leave to the employee in other cases of interest to the employer that it deems justified.</p>	
7.2	<p>Zaposleni je obavezan da Poslodavcu podnese obrazloženi zahtev za odobrenje plaćenog odsustva najmanje 15 radnih dana pre planiranog odsustva a ako to nije moguće iz medicinskih ili drugih razloga, što je ranije moguće.</p> <p>Ako je zaposleni objektivno sprečen da Poslodavcu unapred podnese zahtev za plaćeno odsustvo, može obavestiti Poslodavca o odsustvu prvog dana odsustva, uz obavezu da zahtev za plaćeno odsustvo i dokaze o ispunjenosti uslova za plaćeno odsustvo podnese čim to postane moguće.</p> <p>Pravo na plaćeno odsustvo se može koristiti samo ako zaista postoji događaj koji je osnov za korišćenje plaćenog odsustva i samo u vreme trajanja tog događaja.</p>	<p>7.2</p> <p>The employee is required to submit to the Employer a request for paid leave at least 15 workdays before the commencement of the planned leave. If not possible due to medical necessity or other reasons, employees should provide as much notice as possible. If the employee is objectively prevented from submitting to the Employer a request for paid leave in advance, the employee may notify the Employer of the leave on the first day of the leave, in which case the employee is obliged to submit to the Employer a request for paid leave and relevant evidence justifying paid leave immediately upon this becoming possible.</p> <p>Paid leave may be used only if the event which is the ground for paid leave indeed exists and only at the time of such event.</p>	
	<i>Neplaćeno odsustvo</i>	<i>Unpaid Leave</i>	
	<b>Član 8.</b>		<b>Article 8.</b>
8.1	<p>Na zahtev zaposlenog, Poslodavac mu može odobriti odsustvo sa rada bez naknade zarade (neplaćeno odsustvo) po svom nahođenju, uzimajući u obzir potrebe posla. Zaposleni zahtev mogu uputiti lokalnom timu za Brigu o ljudima (People team).</p>	<p>8.1</p> <p>At the request of the employee, Employer may grant a period(s) of unpaid leave. Such requests may be granted at the discretion of the Employer taking into account the needs of the business and work requirements. Requests should be made to the local People team for consideration.</p>	



8.2	<p>Neplaćeno odsustvo može biti odobreno na osnovu obrazloženog pisanog zahteva zaposlenog koji sadrži vreme početka i završetka neplaćenog odsustva.</p> <p>Za vreme trajanja neplaćenog odsustva zaposlenom miruju prava i obaveze iz radnog odnosa, osim obaveze da čuva poverljive informacije u tajnosti, obaveze poštovanja zabrane konkurenциje, zabrane vrbovanja, obaveza koja se odnose na ponašanje na radu (uključujući Rivian Code of Business Conduct and Ethics) i pravila o dozvoljenom načinu korišćenja Rivian opreme i mreže (u meri u kojoj će zaposleni imati pristup tokom neplaćenog odsustva).</p>	8.2	<p>Unpaid leave can be approved upon a written reasoned request of the employee, which request should include the commencement and end date of the requested unpaid leave period.</p> <p>Employee's rights and obligations arising from employment are at a standstill during the period of unpaid leave, except for his or her obligations in respect of confidentiality, the non-compete undertaking, the non-solicitation undertaking, any policies governing acceptable workplace conduct (including Rivian's Code of Business Conduct and Ethics) and acceptable use of Rivian equipment/network (to the extent the employee will continue to have access to it during unpaid leave).</p>
	<i>Odsustvo usled privremene sprečenosti za rad</i>		<i>Sick leave</i>
	<b>Član 9.</b>		<b>Article 9.</b>
9.1	Zaposleni ima pravo na odsustvo usled privremene sprečenosti za rad u skladu sa Zakonom o radu.	9.1	The employee is entitled to sick leave in accordance with the Labour Act.
9.2	<p>Zaposleni je obavezan da Poslodavcu dostavi potvrdu lekara o privremenoj sprečenosti za rad u roku od tri dana od dana nastupanja privremene sprečenosti za rad, osim ako je Zakonom radu drugačije propisano.</p> <p>Potvrda se dostavlja na imejl adresu tima za Brigu o ljudima (People team). Poslodavac zadržava pravo da od zaposlenog traži original potvrde.</p>	9.2	<p>Unless otherwise prescribed by law, the employee is obliged to submit to the Employer a medical certificate justifying sick leave within three days from the commencement of the leave.</p> <p>The certificate is submitted to the People team by e-mail. The employer reserves the right to require the employee to submit the original of the certificate.</p>
IV.	<b>OBAVEŠTAVANJE</b>	IV.	<b>NOTIFICATIONS</b>
	<b>Član 10.</b>		<b>Article 10.</b>
10.1	Opšta akta i obaveštenja od opštег interesa za zaposlene objavljaju se na elektronskoj platformi Poslodavca, što se ima smatrati oglasnom tablom.	10.1	Rulebook, decisions, and other enactments of general application, as well as notices of general interest to the employees are published on the Employer's platform, which shall be deemed a notice board.
10.2	Zaposleni su dužni da redovno prate i čitaju akta i obaveštenja Poslodavca objavljena na oglasnoj tabli.	10.2	Employees are obliged to regularly follow the notice board and acquaint themselves with the contents of all enactments and notices published on the notice board.



V.	ZARADA I NAKNADA ZARADE	V.	SALARY AND SALARY IN LIEU
	<i>Osnovna zarada</i>		<i>Base salary</i>
	<b>Član 11.</b>		<b>Article 11.</b>
	Osnovna zarada određuje se u ugovoru o radu.		The base salary is determined in the employment agreement.
	<i>Minimalna zarada</i>		<i>Minimum wage</i>
	<b>Član 12.</b>		<b>Article 12.</b>
	U skladu sa članom 111 Zakona o radu, Poslodavac može doneti odluku o uvođenju minimalne zarade u slučaju vanrednih poremećaja u procesu rada, poslovanja sa gubitkom, smanjenja obima posla, za period tokom koga traju te okolnosti.		In accordance with Article 111 of the Labour Act, the Employer may, in exceptional circumstances involving technological or other disruption of the work process, losses, decrease of the volume of work, decide to pay to the employee only the statutory minimum wage pending the circumstances.
	<i>Naknada zarade</i>		<i>Salary in lieu</i>
	<b>Član 13.</b>		<b>Article 13.</b>
13.1	Zaposleni ima pravo na naknadu zarade u visini od 60% ugovorene osnovne zarade za vreme prekida rada do koga je došlo naredbom nadležnog državnog organa ili nadležnog organa Poslodavca iz razloga bezbednosti i zaštite života i zdravlja na radu, uključujući, ali ne ograničavajući se na pojavu epidemije zaraznih bolesti.	13.1	The employee is entitled to salary <i>in lieu</i> of the amount of 60% of the employee's contracted base salary during interruption of work based on the order of the competent state body or the Employer itself for the reasons pertaining to health and safety at work, including but not limited to epidemic of infectious disease.
	Zaposleni ima pravo na naknadu zarade i u drugim slučajevima predviđenim Zakonom.		The employee is entitled to salary <i>in lieu</i> of other cases provided in the Labour Act.
	<i>Uvećana zarada</i>		<i>Extra pay</i>
	<b>Član 14.</b>		<b>Article 14.</b>
	Zaposleni ima pravo na uvećanu zaradu u skladu sa Zakonom o radu.		The employee is entitled to extra pay in accordance with the Labour Act.



	<i>Dinamika isplate zarada</i>		<i>Salary payment dynamics</i>
	<b>Član 15.</b>		<b>Article 15.</b>
	Poslodavac će isplatiti zaposlenom zaradu do poslednjeg radnog dana u mesecu za obavljene poslova u tom mesecu.		The Employer shall pay salary to the employee by the last working day of the month for the which the work was work carried out.
<b>VI.</b>	<b>DRUGA PRIMANJA I BENEFICIJE</b>	<b>VI.</b>	<b>OTHER EARNINGS AND BENEFITS</b>
	<i>Bonus</i>		<i>Bonus</i>
	<b>Član 16.</b>		<b>Article 16.</b>
	Poslodavac može s vremena na vreme usvojiti i zaposlenima saopštiti svoju globalnu bonus politiku i zaposleni mogu steći pravo na bonus u skladu sa tom politikom.		The Employer may from time to time enact and communicate to the employees its global bonus policy and the employees may be eligible to receive a bonus in accordance with such policy.
	<b>Član 17.</b>		<b>Article 17.</b>
<b>VII.</b>	<b>NAKNADA TROŠKOVA</b>	<b>VII.</b>	<b>COST REIMBURSEMENTS AND ALLOWANCES</b>
	<i>Naknada troškova pogrebnih usluga</i>		<i>Funeral costs</i>
	<b>Član 18.</b>		<b>Article 18.</b>
	Poslodavac će, u slučaju smrti zaposlenog ili člana njegove uže porodice, isplatiti zaposlenom, odnosno članu njegove uže porodice, naknadu razumnih troškova pogrebnih usluga prema priloženim računima.		In case of death of an employee or immediate family member of an employee, the Employer will compensate the employee or, as the case may be, his/her immediate family member for reasonable funeral costs, subject to the receipt of invoice(s).
	<i>Naknada troškova dolaska i odlaska sa rada</i>		<i>Reimbursement of costs of commute</i>
	<b>Član 19.</b>		<b>Article 19.</b>
19.1	Poslodavac će zaposlenima naknaditi troškove za dolazak i odlazak sa rada u skladu sa odredbama ovog član 19, sve dok merodavni propisi nalažu takvu naknadu.	19.1	The Employer shall reimburse the employees for the costs of commute to and from work in accordance with this Article 19 for as long as the applicable law so requires.
19.2	Poslodavac će zaposlenom nadoknaditi troškove za dolazak i odlazak sa rada, u visini cene prevozne karte u javnom saobraćaju, ako poslodavac nije obezbedio sopstveni prevoz.	19.2	The Employer shall reimburse the Employee for the cost of commute to and from work, in an amount equal to the price of a public transportation ticket, if the Employer did not otherwise provide its own transportation for the Employee.



	Promena mesta stanovanja zaposlenog nakon zaključenja ugovora o radu, ne može da utiče na uvećanje troškova prevoza koje je Poslodavac dužan da nadoknadi zaposlenom u trenutku zaključenja ugovora o radu, bez saglasnosti Poslodavca.		Employee shall not be entitled to any increased amount of reimbursement of commuting costs under this section if Employee chooses to move their residence following the execution of this employment contract, without the Employer's consent.
	<i>Naknada ostalih troškova</i>		<i>Other cost allowances and reimbursements</i>
	<b>Član 20.</b>		<b>Article 20.</b>
	Zaposleni imaju pravo i na naknadu sledećih troškova, sve dok merodavno pravo obavezuje Poslodavca na ta davanja:  (i) naknada troškova za ishranu u toku rada u mesečnom bruto iznosu od EUR 150, isplaćeno po srednjem kursu NBS na dan obračuna osim ako Poslodavac obezbedi ishranu u toku rada o svom trošku; i  (ii) regres za godišnji odmor u mesečnom bruto iznosu od EUR 17, isplaćeno po srednjem kursu NBS na dan obračuna		The Employee is entitled to the following cost allowances and reimbursements for as long as the applicable law so requires:  (i) meal allowance, in the monthly amount of EUR 150 gross, paid at the middle rate of the NBS on the day of calculation, unless the Employer provides meals during work at its own cost;  (ii) allowance for annual leave in the monthly gross amount of EUR 17 paid at the middle rate of the NBS on the day of calculation
VIII.	<b>IZMENE UGOVORA O RADU</b>	VIII.	<b>AMENDMENTS TO THE EMPLOYMENT AGREEMENT</b>
	<b>Član 21.</b>		<b>Article 21.</b>
21.1	Pored razloga predviđenih članom 171 Zakona, Poslodavac može zaposlenom da ponuditi aneks ugovora o radu i iz drugih razloga koje oceni potrebnim.  Poslodavac može u smislu lana 171. stav 1. tačka 6. Zakona o radu ponuditi zaposlenom izmenu ugovorenih uslova rada u pogledu svih obaveznih elemenata ugovora o radu predviđenih članom 33. stav 1. tačke 1. – 10.) Zakona o radu, a posebno u vezi sa radnim vremenom, probnim radom, zaradom, zabrani konkurenције, kao i u slučaju izmena ili donošenja novog pravilnika o radu ili izmene drugih akata Poslodavca kojim se menjaju odredbe člana 33. stav 1. tačke 1. – 10.) Zakona o radu ili potrebe zaključenja integralnog teksta ugovora.	21.1	Apart from the reasons prescribed by Article 171 of the Labour Act, the Employer may offer to the employee an annex to the employment agreement for other reasons at its discretion.  In terms of Article 171, paragraph 1, point 6 of the Labor Law, the employer can offer the employee a change in the contracted working conditions with regard to all mandatory elements of the employment contract provided for in Article 33, paragraph 1, points 1 - 10) of the Labor Law, and in particular in connection with working hours, trial work, salary, prohibition of competition, as well as in the case of amendments or adoption of new labour law or amendments to other acts of the Employer which amend the provisions of Article 33, paragraph 1, points 1 - 10) of the Labor Law or needs conclusion of the integral text of the contract.

	<p>Poslodavac može u smislu člana 171. stav 1. tačka 1. Zakona o radu, ponuditi zaposlenom izmenu ugovorenih uslova radi premeštaja na drugi odgovarajući posao, koji odgovaraju vrsti i stepenu stručne spreme, koji su utvrđeni ugovorom o radu, ako to zahtevaju potrebe procesa i organizacije rada i to u sledeim slučajevima:</p> <ul style="list-style-type: none"> <li>(I) kada zaposleni po oceni neposrednog rukovodioca ne pokazuje zahtevana znanja i radne sposobnosti za obavljanje poslova na kojima radi ili kada zaposleni ne ostvaruje predviene rezultate rada - kada je u procesu rada potrebno uspešnije i efikasnije obavljanje određenog posla;</li> <li>(II) kada privremeno ili trajno prestane potreba za radom zaposlenog na određenim poslovima;</li> <li>(III) kada dođe do promene u organizaciji i tehnologiji rada kod Poslodavca;</li> <li>(IV) kada se trajnije smanji obim posla na određenim poslovima na kojima ima više izvršilaca;</li> <li>(V) kada se otvore novi poslovi u procesu rada;</li> <li>(VI) kada zaposleni to zahteva, ako se time zadovoljavaju potrebe procesa rada;</li> <li>(VII) radi zamene odsutnog zaposlenog;</li> <li>(VIII) kada zaposleni svojim ponašanjem prouzrokuje i stvara poremećaj u procesu rada;</li> <li>(IX) u drugim slučajevima kada to zahtevaju potrebe procesa i organizacija rada.</li> </ul>		<p>In accordance with Article 171, paragraph 1, point 1 of the Labour Law, the employer may offer the employee a change in the contractual conditions for the purpose of transfer to another suitable job, which correspond to the type and level of professional education, which are determined by the employment contract, if the needs of the process and work organization require it. and in the following cases:</p> <ul style="list-style-type: none"> <li>(I) when the employee, according to the immediate manager, does not demonstrate the required knowledge and work skills for the performance of the tasks he is working on or when the employee does not achieve the expected work results - when the work process requires a more successful and efficient performance of a specific job;</li> <li>(II) when the need for the employee's work in certain jobs ceases temporarily or permanently;</li> <li>(III) when there is a change in the organization and work technology at the Employer;</li> <li>(IV) when the volume of work is permanently reduced in certain jobs where there are more executors;</li> <li>(V) when new jobs are opened in the work process;</li> <li>(VI) when the employee requests it, if it meets the needs of the work process;</li> <li>(VII) to replace an absent employee;</li> <li>(VIII) when the employee's behaviour causes and creates disruption in the work process;</li> <li>(IX) in other cases when the needs of the process and work organization require it.</li> </ul>
21.2	Zaposleni ima pravo da ponuđeni aneks ugovora o radu ne prihvati bez posledica, osim u slučajevima gde Zakon propisuje da Poslodavac zaposlenom može otkazati ugovor o radu ako ne pristane na ponuđeni aneks.	21.2	The employee is free to refuse the offered annex of the employment without consequences, except in cases where the Labour Act prescribes that the Employer may terminate the employee's employment agreement if the employee refuses the offered annex.

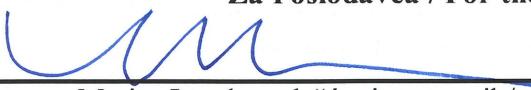


IX.	DOSTUPNOST POSLOVA	IX.	AVAILABILITY OF JOBS
	<b>Član 22.</b>		<b>Article 22.</b>
	Poslodavac će zaposlene o dostupnosti poslova sa punim odnosno nepunim radnim vremenom obavestiti u roku od sedam dana od dana kada je takav posao postao dostupan.		The Employer shall notify the employees of the availability of full-time or, as the case may be, part-time jobs, within seven days from the day on which the position becoming available.
X.	PRIVREMENO UDALJENJE SA RADA	X.	GARDEN LEAVE
	<b>Član 23.</b>		<b>Article 23.</b>
	Zaposleni može biti privremeno udaljen sa rada u skladu sa Zakonom o radu, između ostalog ako nepoštovanjem radne discipline ili povredom radne obaveze izazove ugrožavanje imovine Poslodavca koja u datom trenutku, prema proceni Poslodavca, premašuje iznos od USD 250 obračunato prema srednjem kursu koji objavi Narodna banka Srbije na dan obračuna.		An employee can be placed on garden leave in accordance with the Labour Act, including if the employee commits breach of work discipline or breach of work duty and as a consequence jeopardizes the Employer's assets worth more than RSD equivalent of USD 250 calculated at the middle rate of the NBS on the day of calculation according to the Employer's own reasoned assessment.
XI.	OTKAZ UGOVORA O RADU	XI.	UNILATERAL TERMINATION OF EMPLOYMENT
	<i>Otkaz od strane zaposlenog</i>		<i>Termination by the Employee</i>
	<b>Član 24.</b>		<b>Article 24.</b>
	Zaposleni može da otkaže ugovor o radu u pisanoj formi sa otkaznim rokom od 30 dana. Tokom otkaznog roka, zaposleni ima sva prava, obaveze i odgovornosti predviđene njegovim ugovorom o radu, ovim Pravilnikom i merodavnim pravom.		An employee may terminate the employment agreement subject to a 30-day written notice to that effect. During the notice period, the employee has all rights, obligations and responsibilities under the employment agreement, these Work Rules and the applicable law.
	<i>Otkaz od strane Poslodavca</i>		<i>Termination by the Employer</i>
	<b>Član 25.</b>		<b>Article 25.</b>
25.1	Poslodavac može otkazati Zaposlenom ugovor o radu iz razloga i na način predviđen Zakonom o radu.	25.1	The Employer may terminate an employee's employment agreement for reasons and in the manner set out in the Labour Act.
25.2	Bez uticaja na dejstvo člana 25.1, Poslodavac može zaposlenom otkazati zaposlenom ugovor o radu u skladu sa Zakonom usled neostvarivanja potrebnih rezultata rada, odnosno neposedovanja potrebnih znanja i	25.2	Without prejudice to Article 25.1, the Employer may terminate an employee's employment agreement in accordance with the Labour Act for underperformance or

	sposobnosti, u kom slučaju zaposleni ima pravo na otkazni rok od:  (i) 8 dana, ako zaposleni na dan rešenja o otkazu ima manje od 10 godina staža osiguranja;  (ii) 15 dana, ako zaposleni na dan rešenja o otkazu ima 10 ili više godina staža osiguranja.		incompetence, in which case the following notice period applies:  (i) 8 days, if the employee has less than 10 years of pensionable service as at the date of the decision on termination;  (ii) 15 days, if the employee has 10 or more years of pensionable service as at the date of the decision on termination.
25.3	Bez uticaja na dejstvo člana 25.1, Poslodavac može zaposlenom otkazati ugovor o radu iz sledećih razloga koji se tiču povrede radne obaveze:  (i) nepridržavanje pravila o bezbednosti i zdravlju na radu;  (ii) neblagovremeno, nesavesno, nemarno, nekvalitetno ili nepotpuno izvršavanje radnih obaveza;  (iii) zloupotreba položaja i prekoračenje datog ovlašćenja u unutrašnjem poslovodstvu ili zastupanju;  (iv) povreda obaveze poverljivosti prema Poslodavcu;  (v) neovlašćeno korišćenje imovine poslodavca u privatne svrhe;  (vi) necelishodno i neodgovorno korišćenje sredstava rada;  (vii) kršenje pravila poslodavca o poslovanju sa konkurenckim kompanijama;  (viii) kršenje bezbednosnih i protivpožarnih pravila i ignorisanje naloga odgovornog lica zaduženog za isto;  i  (ix) druga povreda radne obaveze utvrđena Zakonom, drugim propisima, ovim Pravilnikom ili	25.3	Without prejudice to Article 25.1, the Employer may terminate an employment agreement for the following reasons pertaining to breach of work duties:  (i) failure to observe occupational safety and health rules;  (ii) untimely, irresponsible, negligent careless, partial or substandard performance of work duties;  (iii) misuse of the position or excess of internal authority and/or authority to represent;  (iv) breach of confidentiality obligation owed to the Employer;  (v) unauthorized use of Employer's property for personal purposes;  (vi) unreasonable and irresponsible use of work tools;  (vii) breach of non-compete undertaking made to the Employer;  (viii) breach of security and fire-protection rules and disregard of instructions of the authorized person;  and  (ix) other breach of work duty as provided for in the Labour Act, another law or regulation, these

	drugim opštim aktom Poslodavca ili ugovorom o radu.		Work Rules, other Employer's general enactment, or the employment agreement.
25.4	<p>Bez uticaja na dejstvo člana 25.1, Poslodavac može zaposlenom otkazati ugovor o radu iz sledećih razloga koji se tiču povrede radne discipline:</p> <ul style="list-style-type: none"> <li>(i) ako ne postupa po uputstvima i naložima nadređenih;</li> <li>(ii) učestalo kašnjenje na posao;</li> <li>(iii) falsifikovanje, lažno ili netačno izveštavanje ili iznošenje lažnih činjenica o sebi, o Poslodavcu ili o trećim licima, menjanje ili uništavanje dokumentacije Poslodavca, kao i operativnih sistema, direktno ili u saradnji sa ili preko drugih lica;</li> <li>(iv) nedostavljanje ličnih podataka ili drugih informacija koje mu Poslodavac opravdano zahteva;</li> <li>(v) loše i neprimereno ponašanje prema klijentima i poslovnim parterima Poslodavca, drugim zaposlenima i licima angažovanim van radnog odnosa ili predstavnicima Poslodavca;</li> <li>(vi) neopravdano odsustvo sa posla ili neovlašćeno napuštanje radnog mesta tokom radnog vremena;</li> <li>(vii) nedostavljanje potvrde o privremenoj sprečenosti za rad u skladu sa Zakonom i ovim Pravilnikom o radu;</li> <li>(viii) prijem poklona i drugih pogodnosti od strane trećih lica u vezi sa radom za Poslodavca, suprotno pravilima Poslodavca o poklonima objavljenim s vremena na vreme;</li> <li>(ix) pribavljanje poslovnih prilika ili vođenje poslova na nezakonit ili nečastan način;</li> <li>(x) korišćenje alkoholnih pića ili droga i drugih opijata za vreme</li> </ul>	25.4	<p>Without prejudice to Article 25.1, the Employer may terminate an employment agreement for the following reasons pertaining to breach of work discipline:</p> <ul style="list-style-type: none"> <li>(i) failure to comply with the instructions and orders of superiors;</li> <li>(ii) being repeatedly late for work;</li> <li>(iii) any falsification, untrue or inaccurate reporting or misrepresentation of information related to himself/herself, the Employer or third persons, alteration or destruction of documents belonging to the Employer or the Employer's operational systems, whether the employee does this alone or in cooperation with, or via, third persons;</li> <li>(iv) failure to provide personal data or information reasonably required by the Employer;</li> <li>(v) inappropriate conduct towards customers or business partners of the Employer, other employees and staff engaged outside employment or the Employer's representatives;</li> <li>(vi) unjustified absence from work or unauthorized abandonment of workplace during work hours;</li> <li>(vii) failure to submit a certificate on temporary incapacity for work in accordance with the Labour Act and these Work Rules;</li> <li>(viii) receipt of gifts and other benefits from third parties in connection with the work for the Employer contrary to the Employer's gift policy</li> </ul>

	<p>rada, ili rad pod dejstvom alkohola, droga ili drugih opijata;</p> <p>(xi) fizički ili neprilični verbalni konflikti sa drugim zaposlenima ili licima angažovanim van radnog odnosa i uopšte nedolično ponašanje u radnom okruženju;</p> <p>(xii) prouzrokovanje štete Poslodavcu, osnivaču ili povezanom licu Poslodavca;</p> <p>(xiii) dolaženje na posao u stanju i/ili izgledu neprikladnom za boravak na poslu i/ili obavljanje radnih obaveza;</p> <p>(xiv) nepoštovanje tehničkih i IT pravila;</p> <p>i</p> <p>(xv) drugi slučajevi predviđeni Zakonom o radu, drugim propisima, ovim Pravilnikom ili drugim opštim aktom Poslodavca primenjivim na zaposlene, kao što su pravilnici, politike, kodeksi i slično, ili ugovorom o radu; ili</p> <p>(xvi) ako je ponašanje Zaposlenog takvo da ne može da nastavi rad kod Poslodavca.</p>		<p>communicated to the employees from time to time;</p> <p>(ix) obtaining business opportunities or doing business in an unlawful or dishonourable manner;</p> <p>(x) consumption of alcohol, drugs or abuse of other substances during work, or working under the influence of alcohol, drugs, or other substances;</p> <p>(xi) physical or inappropriate verbal conflicts with other employees and staff engaged outside employment and otherwise inappropriate conduct in the work environment;</p> <p>(xii) causing damage to the Employer or its founder or its related entity;</p> <p>(xiii) coming to work in a condition, outfit and/or with looks inappropriate for workplace and/or performance of work duties;</p> <p>(xiv) failure to observe technical and IT rules;</p> <p>(xv) breach of other rule determined in the Labour Act, another law or regulation, these Work Rules, other Employer's rulebooks, codes, policies and similar applicable to the employee or the employment agreement; or</p> <p>(xvi) the behaviour of the employee is such that his/her continuous employment with the Employer is untenable.</p>
<b>XII.</b>	<b>NAKNADA ŠTETE</b>	<b>XII.</b>	<b>INDEMNIFICATION</b>
	<b>Član 26.</b>		<b>Article 26.</b>
26.1	Zaposleni je obavezan da Poslodavcu nadoknadi štetu koju mu je, namerno ili	26.1	The employee is obliged to compensate the Employer for damage caused to the

	krajnjom nepažnjom, prouzrokovao na radu ili u vezi s radom.		Employer at work or in relation to work, if such damages is caused intentionally or with gross negligence.
26.2	Direktor Preduzeća imenuje lice ili komisiju zadužene za utvrđivanje činjenica relevantnih za postojanje odgovornosti Zaposlenog za naknadu štete i njen iznos. Za dokazivanje činjenica mogu se koristiti sva dozvoljena dokazna sredstva.	26.2	The director of the Employer nominates the person or a committee in charge of establishing the facts relevant for the determination of the Employee's liability for damages and the quantum of damages. Those facts that need proof can be proven by taking any recognized means of evidence.
26.3	Zaposleni je obavezan da Poslodavcu nadoknadi štetu na način i u roku koji Poslodavac odredi u obrazloženom pisanom zahtevu za naknadu štete.	26.3	The Employee is obliged to compensate the Employer for the damage in the manner and within a reasonable deadline as set out in the Employer's reasoned written request.
26.4	Ako Zaposleni Poslodavcu ne naknadi štetu u skladu sa članom 26.3, Poslodavac ima pravo da naknadu štete ostvari tužbom nadležnom sudu.	26.4	If the Employee does not compensate the Employer in accordance with Article 26.3, the Employer will be entitled to file a claim for compensation of damage before the competent court.
<b>XIII.</b>	<b>DRUGA OPŠTA AKTA</b>	<b>XIII.</b>	<b>ADDITIONAL POLICIES</b>
	<b>Član 27.</b>		<b>Article 27.</b>
	Akti navedeni u Prilogu 1 ovog Pravilnika o radu čine njegov sastavni deo.		The documents listed in Appendix 1 to these Work Rules form an integral part of these Work Rules.
<b>XIV.</b>	<b>PRELAZNE I ZAVRŠNE ODREDBE</b>	<b>XIV.</b>	<b>FINAL PROVISIONS</b>
	<b>Član 28.</b>		<b>Article 28.</b>
	Ovaj Pravilnik o radu stupa na snagu osmog dana od dana objavljivanja na oglasnoj tabli, a u skladu sa članom 10. ovog Pravilnika.		These Work Rules will come into force on the eighth day following the day of their publication on the notice board in accordance with Article 10.
	<b>Član 29.</b>		<b>Article 29.</b>
	Ovaj Pravilnik o radu donet je i na srpskom i na engleskom jeziku. U slučaju bilo kakvih neslaganja, preovlađuje srpska verzija.		These Work Rules are enacted in both Serbian and English languages. In the event of any discrepancy, the Serbian language version will be the governing version.
	<b>Za Poslodavca / For the Employer</b>		
	 Marisa Lorch, ovlašćeni zastupnik/authorized representative		



	<b>PRILOG 1 PRAVILNIKA O RADU</b>		<b>APPENDIX 1 TO THE WORK RULES</b>
	<p>Sledeća dokumenta čine sastavni deo ovog Pravilnika o radu i direktno se primenjuju na zaposlene:</p> <ol style="list-style-type: none"><li>1) Kodeks poslovanja i ponašanja, koji može biti izmenjen s vremena na vreme, dostupno na intranetu kompanije.</li><li>2) Pravilnik protiv uznemiravanja, diskriminacije i odmazde, koji može biti izmenjen s vremena na vreme, dostupno na intranetu kompanije.</li><li>3) Pravilnik o prihvatljivom načinu upotrebe, koji može biti izmenjen s vremena na vreme, dostupno na intranetu kompanije.</li><li>4) Zabранa Seksualnog uznemiravanja na radu i mobinga, koji može biti izmenjen s vremena na vreme, dostupno na intranetu kompanije.</li><li>5) Pravilnik o bezbednosti na radu koji može biti izmenjen s vremena na vreme, dostupno na intranetu kompanije.</li></ol> <p>Zajedno sa bilo kojim drugim pravilima koja Rivian zaposlenima objavi na oglasnoj table s vremena na vreme.</p>		<p>The following documents form an integral part of these Work Rules and are directly applicable to the employees:</p> <ol style="list-style-type: none"><li>1) Code of Business Conduct and Ethics, as amended from time to time, available on the company intranet.</li><li>2) Policy Against Harassment, Discrimination and Retaliation, as amended from time to time, available on the company intranet.</li><li>3) Acceptable Use Policy, as amended from time to time, available on the company intranet.</li><li>4) Notice on Prohibition of Mobbing and Sexual Harassment at Work, as amended from time to time, available on the company intranet.</li><li>5) OHS Employee Rulebook, as amended from time to time, available on the company intranet.</li></ol> <p>Together with any other related policies prepare by Rivian and notified to employees on its Notice Board from time to time.</p>



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